

SUPERHOG Terms of Use

Last update: 11th May, 2020

The SUPERHOG platform (“SUPERHOG”) provides unique real time information on properties, hosts, and guests within the short-term rental (“STR”) sector and other sharing economy sectors and activities, as well as providing protection in case our services fail.

Please carefully read the following Terms of Use (“Terms“). By using, accessing or applying to register to SUPERHOG, Members (collectively, “Members”, “hosts”, “guests” and “you”) agree to be bound by these Terms. If you do not agree to these Terms, please do not access or use SUPERHOG in any way.

SUPERHOG is owned and operated by SUPERHOG Limited, a limited company registered in the United Kingdom (collectively, the “Company”, “SUPERHOG” “we”, “us” and “our”). For purposes of these Terms, “SUPERHOG” shall mean superhog.com and any other SUPERHOG branded websites, web pages, mobile websites (collectively, the “Site”), and any mobile applications (the “App”) operated by SUPERHOG.

Certain SUPERHOG benefits are subject to additional terms and conditions which are set forth in SUPERHOG Host benefits and Guest benefits materials.

Table of Contents

Definitions

Important Disclaimers

1. Registration, verification and onboarding of Members
2. Once registered
3. Code of conduct for Hosts
4. House rules for Guests
5. Home Standards
6. Conduct rules for the SUPERHOG community
7. Offensive conduct
8. No endorsement
9. Modification
10. Eligibility
11. Withdrawal and contact
12. Membership fees
13. Privacy
14. Ownership

15. Content and member content license
16. Member content
17. Links
18. Proprietary rights and notices
19. Feedback
20. Copyright policy
21. Suspension, termination, or cancellation of your SUPERHOG membership
22. Disclaimers
23. Limitation of liability
24. Indemnification
25. Export control and restricted countries
26. Reporting misconduct
27. Entire agreement
28. Assignment
29. Notices
30. Controlling law and jurisdiction
31. Dispute resolution
32. General

SUPERHOG Services

33. Guest Deposit
34. Verification services
35. Booking Guarantee

Definitions

We have defined terms that We use, and these definitions are very important to Us. Here are some additional defined terms that You should be aware of:

“Approved Listing” means a safe and fully functioning accommodation listing registered on an Approved Platform that complies with Home Standards and has undergone and successfully passed a full risk assessment.

“Approved Member” means a Member who has successfully completed the Verification Process and created a valid SUPERHOG profile.

“Approved Platform” means a recognised and approved platform that we have formally recognised, support and endorsed as listed in our directory of Approved Platforms.

“Base Exchange Rate” means a system-wide rate used by SUPERHOG for foreign currency conversion that is in effect at the time the foreign currency conversion is processed, and does not include any fee or mark-up by SUPERHOG. SUPERHOG establishes the base exchange rate using data from one or more third parties such as OANDA (www.oanda.com).

“Booking” means, a confirmed stay that has been registered on SUPERHOG and involves a Member staying at another Member’s Approved Listing.

“Code of Conduct” means our agreed set of rules, norms, responsibilities and proper practices that our Approved Members have agreed to abide by such as house rules as described on each Approved Listing.

“Guest” means an Approved Member who is going to stay in an Approved Listing.

“Guest Guarantee” means the guarantees we make around Host Approved Members and Approved Listings as detailed in the Guest Guarantee Terms and Conditions.

“Host” means an accommodation property advertiser who is an Approved Member of SUPERHOG and is placing the accommodation through an Approved Listing on a recognised STR Platform.

“Host Guarantee” means the guarantees we make around Guest Approved Members as detailed in the Guest Guarantee Terms and Conditions.

“Listing Standards” refers to a set of standards and best practices that ensures accommodation is safe, fully functional and lives up to expectations, for example:

- (a) the listing includes appropriate sleeping areas, hot and cold running water, and a functional sewage systems; and, or
- (b) the listing is can be protected with a lock or other security device; and, or
- (c) the listing contains the advertised utilities, such as wifi, air conditioning and heating.

“Member Profile” means your SUPERHOG profile that may contain information on your character, online reputation, home-sharing reputation, including but not limited to house rules infractions, malicious damage, criminal history, and home-sharing data, track record and information.

“Member Content” means all content that a registered user posts, reviews, uploads, publishes, submits or transmits to be made available through SUPERHOG.

“Membership Fees” mean the monthly fees that SUPERHOG charges Members for access to SUPERHOG. In most cases, Membership Fees are determined as part of the onboarding and ongoing contract and may vary regionally and by the nature of the relationship.

“Platform Account” means your existing third-party Approved Platform profile (for example your Airbnb, VRBO, Booking.com account) from which you grant us access to certain information about you.

“Social Network Account” means your existing third-party social network account (for example your Facebook, LinkedIn, Instagram, Twitter account) log-in credentials which grant us access to certain information about you which is stored in the Social Network Account.

“SUPERHOG Content” means all content that SUPERHOG makes available through SUPERHOG.

“SUPERHOG Services” means but is not limited to the Host Verification Services, Guest Verification Services, Booking Guarantee and Basic Home Services as described in these Terms.

“Tax” or “Taxes” mean any sales taxes such as value added taxes (VAT), that Accommodation Platforms or Property Managers may be required by law to collect and remit to governmental agencies.

“Verification Service/Process” means a service offered to Members whereby SUPERHOG will verify potential new members or listings against a proprietary collection of databases. A verification lapses for non-SUPERHOGS after 6 months of inactivity.

Important disclaimers

The following non-exhaustive list of disclaimers apply, in addition to any other express or implied disclaimers within the Verification Services terms and conditions.

(a) SUPERHOG's role

SUPERHOG comprises a community of Approved Members who participate in short-term rentals and wider sharing economy activity. Our role is to continually verify and authenticate each member and listing and assert and guarantee that each Member will behave as per our Code of Conduct and each property is up to our Home Standards. If we fail in this regard then as per our Guest Guarantee and Host Guarantee we will make the necessary repatriations.

Please note we are not a provider of travel services or an online travel agent, nor are we an insurance agent or broker.

(b) Verifications

SUPERHOG's business model includes the use of background checks. By providing your personal information to SUPERHOG you agree your SUPERHOG profile may be used by SUPERHOG and shown to other SUPERHOG Approved Members and authorised third parties.

SUPERHOG MAY REGULARLY VERIFY AND AUTHENTICATE INFORMATION ABOUT YOU AND ALL MEMBERS OF THE SUPERHOG COMMUNITY TO KEEP THE COMMUNITY SAFE AND PROTECTED.

By registering as a member of SUPERHOG, you authorise SUPERHOG, and acknowledge that for purposes of promoting the safety and integrity of SUPERHOG, SUPERHOG reserves the right, but not the obligation, to utilise third party service providers to verify on an ongoing basis that your data and information about you, such as complaints, arrests, sex offender status are true. These third parties may use data from a variety of sources, under a variety of circumstances, for site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data.

You agree that SUPERHOG may take such action in response to verification checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for SUPERHOG membership.

You also hereby represent, understand and expressly agree that SUPERHOG does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a single verification check. We do not typically communicate the results of an individual verification check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes.

BY AGREEING TO THESE TERMS, YOU AGREE TO ALLOW SUPERHOG TO PERFORM THE VERIFICATION CHECKS DEEMED NECESSARY BY SUPERHOG. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE SUPERHOG. NO FURTHER CONSENT FROM YOU IS REQUIRED FOR THESE VERIFICATION CHECKS TO BE PERFORMED.

IN ADDITION TO BACKGROUND AND VERIFICATION CHECKS, SUPERHOG WILL MAINTAIN AND MAY PUBLISH A DATABASE OF PERSONS WHO ARE REGISTERED IN SUPERHOG COMMUNITY AND THOSE WHO ARE NOT RECOMMENDED FOR COMMUNITY MEMBERSHIP.

You understand that SUPERHOG has no obligation to admit any person to SUPERHOG as long as it acts in accordance with all applicable legal standards in establishing its community of users. In some cases, SUPERHOG will determine that an individual is not eligible to be a member of SUPERHOG. In these cases, SUPERHOG may notify other members of the SUPERHOG community that such individual is no longer a member of SUPERHOG community. By accessing SUPERHOG, you agree that SUPERHOG can notify third-parties that you are not, or are not eligible, to be a member of SUPERHOG community, or that your membership has been terminated by SUPERHOG.

YOU CONSENT TO SUPERHOG CONDUCTING A COMPREHENSIVE REVIEW OF YOUR BACKGROUND IN CONNECTION WITH YOUR SHORT-TERM RENTAL AND SHARING ECONOMY ACTIVITY BOTH NOW, OR AT ANY TIME WHEN YOU ARE ORGANISING A BOOKING WITH ANOTHER SUPERHOG MEMBER. AS ALLOWED BY LAW, YOU UNDERSTAND AND AGREE THAT SUPERHOG MAY OBTAIN ADDITIONAL BACKGROUND CHECKS WITHOUT A NEW AUTHORISATION FROM YOU FOR EVERY BOOKING WITHIN WHICH YOU ARE PARTICIPATING.

(c) Profiles

By using SUPERHOG you authorise SUPERHOG to create a personal profile and record for you. By joining SUPERHOG you automatically grant us authorisation and permission to receive and share your personal information with approved third parties.

(d) Bookings

All Members, Listings and assets involved in a Booking must be registered with SUPERHOG before the Booking begins unless expressly agreed between the Member and SUPERHOG. We are not responsible if the Member does not register or provide the required information to SUPERHOG and due to the lack of information provided no Membership Benefits will be provided in association with that Booking.

We do not guarantee any expected business outcomes or earnings and we are not responsible for any loss of revenue or consequential losses regarding bookings.

Except in connection with the Verification Services, Host Guarantee and Guest Guarantee, SUPERHOG has no control over the conduct of Members or the condition of any Home, and disclaims all liability in this regard to the maximum extent permitted by law.

This Agreement contains mandatory arbitration clauses that require you to submit claims you have against us to binding and final arbitration. By using SUPERHOG you agree to arbitrate any dispute that arises with respect to SUPERHOG, the SUPERHOG Services or the Booking Guarantee as provided by Us. Please refer to the “Dispute Resolution” section below for further information.

(e) Continuity

SUPERHOG does its best to have backups and provide uptime 24/7. The availability, quality and functionality of SUPERHOG and our Verification Services depend on various factors, including software, hardware, communication networks, which are provided by third parties

These factors are not fault-free. We do not guarantee that SUPERHOG or our Verification Services will operate without disruption, errors or interruptions, or that they will be accessible, or available at all times or immune from errors or glitches. We will not be held liable to the Members for such eventualities

(f) Privacy

These Terms include SUPERHOG Privacy Policy, which is incorporated herein and also available at <https://www.superhog.com/policies/privacy>. If you object to anything in these Terms, the Privacy Policy, or any applicable Additional Terms, please do not use SUPERHOG. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using SUPERHOG.

1. Registration, verification and onboarding of Members

In order to access and use SUPERHOG, you must become an Approved Member.

You must provide true, accurate, current and complete information in the course of your application, and you are fully accountable for any outcome that may result from your failure to do so. You also agree to update such information to keep it accurate, current, and complete as soon as reasonably possible.

As we process your application, and thereafter, following your admission to the SUPERHOG Platform (if admitted), we may request additional information, documentation and materials from you, as we, in our discretion, deem necessary.

Once we complete processing, evaluating and considering your application, we will determine, in our sole discretion, whether to accept or decline your application to register to SUPERHOG.

WE ARE NOT OBLIGATED TO ADMIT YOU TO SUPERHOG. YOU WILL HAVE NO PLEA, CLAIM OR DEMAND AGAINST SUPERHOG IN CONNECTION WITH ANY DECISION WE MAY OR MAY NOT MAKE REGARDING YOUR APPLICATION OR ADMISSION. OUR DECISION IS FINAL AND NON-CONTESTABLE.

If we believe that the registration information that you have provided is false or not correct, current or complete, or if we believe that you have violated these Terms, we reserve the right to suspend or terminate the your application to register to the SUPERHOG. However, we have no obligation to verify the accuracy, correctness, or completeness of any information that you or others have provided nor are we liable for losses or any damage resulting therefrom.

2. Once Registered

If we admit you to SUPERHOG, we will compile a personal record based on your information, and create a profile for your use of SUPERHOG based upon the personal information you provide to us, or the personal information provided to us by other Approved Members or Approved Platforms.

You will not use multiple accounts to circumvent any system. SUPERHOG reserves the right to suspend or terminate your association with SUPERHOG Community and your access to SUPERHOG and the Host Guarantee or Guest Guarantee if you violate these Terms or if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your SUPERHOG account, whether or not you have authorised such activities or actions. You will immediately notify SUPERHOG of any unauthorised use of your SUPERHOG account.

After registering you can grant us access to any of your Approved Platform accounts and profiles, and thereby allow SUPERHOG to retrieve your data from such accounts, and use it to enrich your SUPERHOG profile.

We may elect, in our sole discretion, to use different identification methods and techniques in order to verify the authenticity of your registration (i.e. by means of sending text descriptions to be implemented by you in various market places).

You may also elect to subscribe to our monthly or annual membership packages.

3. Code of Conducts for Hosts

HOSTS ARE RESPONSIBLE FOR UNDERSTANDING THE LAWS THAT APPLY TO THEM WITH RESPECT TO THEIR HOMES AND THEIR USE OF INFORMATION PROVIDED THROUGH SUPERHOG. SOME JURISDICTIONS (SUCH AS A CITY OR TOWNSHIP) HAVE LAWS THAT RESTRICT THEIR ABILITY TO USE RESIDENTIAL PROPERTIES FOR HAVING PAYING GUESTS TO STAY. THESE LAWS ARE OFTEN PART OF A JURISDICTION'S ZONING OR ADMINISTRATIVE CODES. IN MANY JURISDICTIONS, HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING PAYING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE USING SUPERHOG.

As a Host, you acknowledge and agree that you are responsible for your Listing(s) on Approved Platforms and the accuracy of your Listing(s), whether the Listing(s) are displayed in connection with registered SUPERHOG Bookings or otherwise. The Guest Guarantee will be given to Guests based upon the information provided in your Listing(s). If you have misrepresented the Listing to the Guest or SUPERHOG then you are liable to SUPERHOG for the consequences of that misrepresentation.

As a Host, you represent and warrant that any Listing you post:

- (a) is a true, accurate and not misleading representation of the relevant property; and
- (b) will not breach any agreements you have entered into with any third parties, such as homeowner's association, condominium, lease or rental agreements; and
- (c) will
 - i. be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), tax requirements, and rules and regulations that may apply to any Home included in a Listing you post (including having all required permits, licenses and registrations); and
 - ii. not conflict with the rights of third parties; and

- (d) meets SUPERHOG Home Standards including having a gas safety check and electricity check carried out by an authorised individual on an annual basis or other checks we may ask you to perform;
- (e) will have had a risk assessment carried out by you and recorded as such on your SUPERHOG listing profile.

Please note that SUPERHOG assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. SUPERHOG reserves the right, at any time and without prior notice, to remove approval to any listing for any reason.

Please review any insurance policy that you may have for your home carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policies, including, but not limited to, whether or not your insurance policies will provide coverage for the actions or inactions of guests (and the individuals the guest invites to the home, if applicable) while at your home.

4. House Rules for Guest

As a Guest, you are responsible for leaving the Home in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals you invite into, or otherwise provide access to, the Home.

BEING A MEMBER OF SUPERHOG DOES NOT EXONERATE YOU OR YOUR BEHAVIOR AND YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ALL DAMAGE INCLUDING BUT NOT LIMITED TO WANTON ACTS, MALICIOUS ACTS, OR WILLFUL ACTS, AS WELL AS GROSS NEGLIGENCE.

If you are responsible for an act of Accidental Damage below £500 and you raise this with SUPERHOG within 48 hours, and you make a voluntary contribution of £50 to the damage then SUPERHOG will discharge your responsibility for the damage via our Deposit Guarantee.

HOWEVER, UNLESS YOU PAY FOR THE DAMAGE IN FULL THIS MAY IMPACT YOUR SUPERHOG SCORE AND YOUR MEMBERSHIP FEES.

FOR ALL OTHER TYPES OF GUEST DAMAGE SUPERHOG RESERVES THE RIGHT TO PURSUE ANY AVENUES AVAILABLE TO SUPERHOG IN SITUATIONS IN WHICH YOU HAVE BEEN DETERMINED, IN SUPERHOG'S SOLE DISCRETION, TO HAVE DAMAGED ANY HOME.

Guests agree to cooperate with and assist SUPERHOG in good faith, and to provide SUPERHOG with such information and take such actions as may be reasonably requested by SUPERHOG. If you are a Guest, upon SUPERHOG's reasonable request, you agree to participate in mediation or similar resolution process with a Host, at no cost to you, which process will be conducted by

SUPERHOG or a third party selected by SUPERHOG, with respect to losses for which the host is requesting payment from SUPERHOG.

If a Guest wishes to make an objection relating to damage at a Host's Home then you are able to do this at any point within 7 days of the end of the Booking. If SUPERHOG have taken a payment and you are subsequently found not to be at fault then you will be refunded in full.

5. Home Standards

HOSTS HAVE A RESPONSIBILITY TO ENSURE THAT YOUR HOME IS SAFE TO INHABIT AND DOES NOT HAVE DEFECTS WHICH COULD BE DANGEROUS FOR GUESTS. YOU HAVE A DUTY TO TAKE CARE TO ENSURE THAT SO FAR AS IS REASONABLY POSSIBLE GUESTS ARE REASONABLY SAFE FROM PERSONAL INJURY OR DAMAGE TO THEIR PROPERTY CAUSED BY A DEFECT IN YOUR HOME.

It is Host's responsibility to provide a clean, safe and fully-functioning accommodation. Our Home Standards exist to ensure we can make good on the promise we offer Guests about the quality and safety of their Booking. These standards include both the essential qualities we look for as well as additional recommendations. Not every Listing will meet every single requirement, but we refer to these standards as a guide to best practice when considering whether your Home is acceptable to receive Guests.

	Category	Priority	Standard
1.	Buildings Insurance	Essential	Buildings insurance is in place for the Home. This could either be through an insurance policy that the Host has bought or through a property owners policy that the Host is a beneficiary of.
2.	Gas appliances	Essential	Deemed to be a safe by a Gas Safe Registered engineer every 12 months SUPERHOG will need an up-to-date copy of your gas safe certificate Further to basic safety checks, we also recommend that you have an annual boiler service to ensure it is running efficiently and arrange for the pipework to be inspected and tested for soundness Installation of a carbon monoxide alarm is advisable
3.	Electrics	Essential	Functional and safe electrical circuits, systems and any electrical appliances. PAT testing is advisable to ensure all electrics are safe on a regular basis. All electrical work in the Home must be carried out by a certified 'competent person'.
4.	Heating and hot water	Essential	Regularly maintained boiler with no operational issues Clear and simple method of turning heating and hot water on and off

			<p>Clear instructions provided for use</p> <p>Capacity to heat sufficient hot water, given the advertised sleeping capacity</p>
5.	Keys and security	Essential	<p>Well-functioning door locks</p> <p>Property is safe and secure (ground floor windows are lockable, all windows and doors can be firmly shut</p> <p>Where there is an alarm, clear instructions, a smooth and reliable operation and details of your alarm service provider (where appropriate)</p>
6.	General safety	Essential	<p>Must be safe to inhabit and without defects that would be dangerous to guests</p> <p>Smoke or fire alarms are installed, are fully functioning and regularly maintained</p> <p>Consider providing fire extinguishers depending on the size of the Home.</p>
7.	Wi-Fi Internet	Essential	<p>Minimum download speeds of two megabytes per second</p> <p>A modern WI-FI router, with integrated modem, which is compatible with bot Apple Macs and PCs</p> <p>Simple to connect to with no physical switching required</p> <p>Router accessible to guests</p>
8.	Cleaning	Essential	<p>Maintain a good level of cleanliness including leaving the Home tidy and avoid leaving wet towels, dirty dishes or full bins</p> <p>Basic household cleaning equipment including vacuum cleaner and spare bags, mop, broom, toilet brush, refuse bins in kitchen and bathrooms</p>
9.	Bathroom	Preferred	<p>No lime-scale, mould or staining and tiles in good order</p> <p>A shower which is hot and has good pressure</p> <p>Shower screen/curtain clean and in good repair</p> <p>Ventilation: Extractor if present is working</p> <p>Toilet: Clean pan, no leaks, flush works and water feed is secure. We do not recommend you allow Guests to use macerating toilets systems.</p>
10.	Appliances	Essential	<p>Appliances that are safe and that do not require regular maintenance. They should be relatively intuitive to use and offer good operability</p> <p>It is essential to provider your guests with a fridge, oven and hob, tea/coffee making facilities and iron and ironing board</p> <p>It is preferable but not essential to also provide a toaster, microwave, freezer, dishwasher, washing machine, and a hairdryer</p>
11.	Décor	Preferred	<p>Acceptable standard in all areas of property intended for Guest use</p> <p>No badly flaking paint or peeling wallpaper</p>

			Furniture which is comfortable and in keeping with the style of the home and sufficiently seats the maximum advertised sleeping capacity of the home
12.	Bedrooms	Essential	Beds and mattresses are comfortable and in good condition Duvets and pillows are clean and of good quality Adequate storage space for storing all your pillows and duvets if necessary. Working blinds or curtains
14.	Kitchen equipment	Preferred	Sufficient amount of equipment in relation to the max capacity. E.g. In a Home which sleeps 4 people, it must be feasible to comfortably prepare, cook and serve a meal for at least 4 people. Items to consider include: Crockery and cutlery Glasses, mugs and wine glasses Pots, pans, baking trays Chopping boards and sharp knives Utensils such as wooden spoons, spatulas, tongs, whisk etc. No equipment which is cracked, broken, stained
15.	Lighting	Essential	Functioning and safe lighting with sufficient spare bulbs All lighting equipment to be in full working order and checked on a regular basis
16.	Carpets	Preferred	If present, clean and in good repair without tears, rips or bumps
17.	Television	Preferred	TV with good picture and Freeview channels as a minimum Relatively intuitive to use and offer good operability. Easy to turn on and off and switch between TV, DVD player (if applicable) etc. Clear instructions provided A cable or satellite TV package from Virgin Media, Sky or BT is preferable but not essential
18.	Outside areas	Preferred	Gardens, terraces and balconies are well-maintained, tidy and in good order. Lawns are mown regularly, leaves are swept and toys, furniture and equipment are tidy
19.	Communal areas	Preferred	It is not always possible for an individual Host to control the state of communal areas in shared buildings but where possible these areas should be in reasonable order (well-lit, clean and in good repair) and have a good first impression on Guests Report any noisy building work or activities which are causing disruption to communal areas of the building before a Booking is made or as soon as the Host is aware of it
20.	Parking	Preferred	When parking is provided the parking area should be kept clear of obstacles and obstructions. Garage doors should be regularly maintained and kept in good working order
21.	Stairs	Essential	Well-lit stairs with handrails and without obstacles of them

			Where stairs are carpeted or a runner is present the carpet/runner should be in good condition and secured tightly to the stairs
22.	Furniture	Essential	Furniture is appropriately fire retardant All new and second hand furniture must meet the fire resistance requirements unless it was made before 1950. Most furniture will have a manufacturer's label on it saying if it meets the requirements.
23.	Signs	Essential	Display prominent notices informing Guests of exist routes and other actions to take in case of a fire or other emergency.
24.	Risk assessment	Essential	You need to carry out a fire and general property risk assessment.

6. Conduct rules for the SUPERHOG community

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of SUPERHOG. In connection with your use of SUPERHOG you may not and you agree that you will not:

- (a) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations and standards of rental associations, or other similar organisations which have the effect of binding Hosts or Guests;
- (b) post, upload, publish, submit, or transmit any content that:
 - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - ii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - iii. is fraudulent, false, misleading, or deceptive;
 - iv. is defamatory, obscene, pornographic, vulgar, or offensive;
 - v. promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
 - vi. is violent or threatening or promotes violence or actions that are threatening to any other person; or
 - vii. promotes illegal or harmful activities or substances;
- (c) use or copy SUPERHOG for any commercial or other purposes that are not expressly permitted by these Terms;
- (d) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (e) use SUPERHOG to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their

permission, personal contact information or credit, debit, calling card, or account numbers;

- (f) use SUPERHOG in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to lodging in a private residence;
- (g) “stalk” or harass any other user of SUPERHOG, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a SUPERHOG guest or host;
- (h) offer, as a Host, any Listing that you do not yourself own or have permission to share, rent or lend as a residential or other property (without limiting the foregoing, you will not list Homes as a Host if you are serving in the capacity of a rental agent or listing agent for a third-party);
- (i) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (j) use manual or automated software or scripts, devices, scripts, robots, or other means or processes to access, “scrape,” “crawl” or “spider” any information, web pages or services contained in SUPERHOG or otherwise systematically retrieve such or similar information in single or multiple downloads, a collection, compilation, database, directory or the like;
- (k) use, display, mirror or frame SUPERHOG or any individual element within SUPERHOG, SUPERHOG’s name, any SUPERHOG trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in SUPERHOG, without SUPERHOG’s express written consent;
- (l) interfere with or damage SUPERHOG, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- (m) access, tamper with, or use non-public areas of SUPERHOG, SUPERHOG’s computer systems, or the technical delivery systems of SUPERHOG’s providers;
- (n) attempt to probe, scan, or test the vulnerability of any SUPERHOG system or network or breach any security or authentication measures;
- (o) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by SUPERHOG or any of SUPERHOG’s providers or any other third party (including another user) to protect SUPERHOG or collective content;
- (p) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the site, application, or collective content to send altered, deceptive or false source-identifying information;
- (q) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the site, services, application or collective content; or
- (r) advocate, encourage, or assist any third party in doing any of the foregoing.

SUPERHOG has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

SUPERHOG may access, preserve, and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to:

- (a) respond to claims asserted against SUPERHOG or to comply with legal process (for example, subpoenas or warrants);
- (b) enforce or administer our agreements with users, such as these Terms of Use;
- (c) for fraud prevention, risk assessment, investigation, customer support, product development, and de-bugging purposes; or
- (d) protect the rights, property or safety of SUPERHOG, its users, or members of the public.

You acknowledge that SUPERHOG has no obligation to monitor your access to or use of SUPERHOG or to review or edit any member content, but has the right to do so for the purpose of:

- (a) operating and improving SUPERHOG (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes);
- (b) ensuring your compliance with these Terms;
- (c) complying with applicable law or the order or requirement of a court, administrative agency or other governmental body; or
- (d) responding to content that it determines is otherwise objectionable or as set forth in these Terms.

7. Offensive Content

You may not publish or transmit offensive content; this includes content that contains offensive language, sexually explicit content, and any content that is considered unlawful, threatening, abusive, racist, derogatory, harmful, obscene, harassing, discriminatory, or libelous.

You may not publish any content that may violate or encourage violation of any applicable local, state, national or international law or regulation.

While SUPERHOG reserves the right to edit, delete or remove content deemed offensive at our sole discretion within these Terms, SUPERHOG does not guarantee that offensive material will be removed or deleted.

SUPERHOG reserves the right to read, censor and edit profiles, monitor chat room conversations and remove and edit posts on the forums.

SUPERHOG reserves the right to automatically filter content sent to and by users. This content includes but is not limited to email addresses, telephone numbers, weblinks and instant messenger details.

You may not publish or transmit content that contains advertising or commercial messages, including on your profile and in communications with other users.

You may not spam other user's message boxes with any form of solicitation or request.

You may not impersonate any other person or entity. You may not use the content from another user's profile on this site or any other, or use another person's photo as your own.

You may not publish any personal contact information in your profile, your posts, forums and via photos. This includes but is not restricted to, telephone numbers, email addresses, instant messaging contact details, website URL's, place of work, etc. Personal contact information will be removed.

8. Limited endorsement

Hosts and Guests are required by these Terms to provide accurate information, and although SUPERHOG may undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members, there are limitations to all background checks if accurate information is not provided, or if there are otherwise limits to available information. Therefore, although SUPERHOG is intended to reduce the risks associated with any Listing or Booking, You are expected to take ordinary care in making or accepting any Booking.

By using SUPERHOG, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Hosts or Guests or other third-parties will be limited to a claim against the particular Host or Guest or other third-parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from SUPERHOG with respect to such actions or omissions. This limitation shall not apply to any claim by a Host against SUPERHOG regarding the remittance of payments owed under Host Guarantee, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

9. Modification

These Terms are subject to change by SUPERHOG at any time. SUPERHOG reserves the right, at its sole discretion, to modify the site, Host Guarantee, Guest Guarantee, and Terms, including the service fees and privacy policy, at any time and without prior notice. We will notify you about significant changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our site, so that you can choose whether to continue using SUPERHOG. We will also update the "Last Updated Date" at the top of these Terms. Significant changes will go in effect no less than 30 days after we notify you. Non-material changes or clarifications will take effect immediately upon posting the updated Terms on our site. You should periodically check <https://www.SUPERHOG.com/policies/terms> for updates. Additional Terms are also subject to change by SUPERHOG at any time and take effect immediately upon publishing. Any use of SUPERHOG by you after the effective date of any changes will constitute your acceptance of such changes. If the modified Terms are not acceptable to you, your only recourse is to cease using SUPERHOG.

10. Eligibility

Our SUPERHOG, Guest Guarantee and Host Guarantee are intended solely for persons who are 18 years old or older. Any access to or use of SUPERHOG by anyone under 18 years old is expressly prohibited. By accessing or using SUPERHOG you represent and warrant that you are 18 years old or older.

11. Withdrawal and Contact

To withdraw from SUPERHOG, please send a notice to the team help@SUPERHOG.com. If you have any questions about these Terms, please contact SUPERHOG at the same address.

IF YOUR ACCOUNT IS WITHDRAWN, YOUR SUPERHOG PROFILE AND SCORE WILL SHOW IN SEARCHES AND BE VISIBLE TO ALL MEMBERS OF THE SUPERHOG COMMUNITY.

12. Membership Fees

In consideration for the use of SUPERHOG's online platform, SUPERHOG charges Membership Fees. Where applicable, taxes (such as VAT in Europe) may also be charged in addition to the Membership Fees.

Balances will be remitted by SUPERHOG to Members via GoCardless, Braintree, PayPal, direct deposit, or other payment methods described on SUPERHOG, in the user's currency of choice, depending upon the selections the user makes through SUPERHOG. Amounts may be rounded up or down as described the "rounding off" section below.

Please note that SUPERHOG, may impose or deduct foreign currency processing costs on or from any payments or payouts by SUPERHOG in currencies other than UK Sterling. Additional information regarding any such costs or deductions will be available through SUPERHOG. Except as otherwise provided herein, Membership Fees are non-refundable.

Membership of SUPERHOG is made of 2 fee elements:

- (a) Annual membership to the online platform for Members paid annually or monthly; and
- (b) Annual membership to the online platform for Listings paid annually or monthly

The amount you will pay under each of these elements will vary depending on a number of factors.

i. Annual membership for Members to the online platform

Membership to SUPERHOG is an annual contractual commitment, regardless of any introductory offers which may be in place at the time of joining SUPERHOG, and will run for a period of 12 months from the date of your first registration.

Your SUPERHOG membership will automatically renew annually unless you tell us before the renewal date that you do not want to continue your membership, however we will send you a reminder of the upcoming renewal a month before the renewal date.

The full annual Membership Fee for SUPERHOG is £120.00 for members and £120 for each listing (both including VAT). The Membership Fee you will actually pay for each 12-month period of membership is dependent upon:

- Any introductory or other discount offer that you may be eligible for (for example we may offer an initial period of free membership in certain circumstances)
- Your use of SUPERHOG's Deposit Guarantee – if SUPERHOG has to take action on your behalf in relation to damage for which you are responsible, you will immediately become liable for 100% of the difference between the full Membership Fee and the Initial Membership Fee that you have paid.

For example: if you have paid an initial Membership Fee of £36.00 and SUPERHOG then makes a payment to a Host for damage caused by you, you will immediately become liable for £84.00 (£120.00 minus £36.00).

This payment for the difference will be taken automatically from your account using the payment details you have given us at registration.

13. Privacy

See SUPERHOG's Privacy Policy at <https://www.SUPERHOG.com/policies/privacy> for information and notices concerning SUPERHOG's collection and use of your personal information.

14. Ownership

SUPERHOG is protected by copyright, trademark, and other laws of the United Kingdom and foreign countries. You acknowledge and agree that SUPERHOG, including all associated intellectual property rights, are the exclusive property of SUPERHOG and its licensors. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying SUPERHOG.

15. Content and Member Content License

Subject to your compliance with these Terms, SUPERHOG grants you a limited, non-exclusive, non-transferable license through the SUPERHOG Community to:

- (a) access and view any SUPERHOG Content solely for your personal and non-commercial purposes; and
- (b) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes.

You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly

display, publicly perform, transmit, broadcast or otherwise exploit SUPERHOG, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SUPERHOG or its licensors, except for the licenses and rights expressly granted in these Terms.

16. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit member content, for example, by posting a review of a Home on a Listing. By making available any member content on or through SUPERHOG, you hereby grant to SUPERHOG a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such member content on, through, by means of or to promote or market SUPERHOG and Booking Guarantee. SUPERHOG does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through SUPERHOG. Accordingly, you represent and warrant that:

- (a) you either are the sole and exclusive owner of all Member Content that you make available through SUPERHOG or you have all rights, licenses, consents and releases that are necessary to grant to SUPERHOG the rights in such Member Content, as contemplated under these Terms; and
- (b) neither the Member Content nor your posting, uploading, publication, submission, or transmittal of the Member Content or SUPERHOG's use of the Member Content (or any portion thereof) on, through or by means of SUPERHOG will infringe, misappropriate or violate a third-party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

17. Links

SUPERHOG may contain links to third-party websites or resources. You acknowledge and agree that SUPERHOG is not responsible or liable for:

- (a) the availability or accuracy of such websites or resources; or
- (b) the content, products, or services on or available from such websites or resources.

Our site provides links to certain third-party websites for your convenience only. These sites are owned by third-parties not related to or controlled by SUPERHOG. As such, we do not warrant or guarantee the availability, completeness, truthfulness, accuracy, usefulness, timeliness, or reliability of any information or material contained in such third-party sites, or the results of use of or reliance on the same. Also, by linking to a third-party website, we in no way sponsor, endorse, approve, or recommend this page to others, or any information, material, views,

opinions, products or services advertised, offers published on the website or third parties. You acknowledge that you access such third-party sites and use them only at your own risk. You agree that under no circumstances will we be liable in any way for any information or material contained on any third-party websites linked from or through SUPERHOG. We are not responsible for any errors or omissions associated with such third-party sites, or any loss or damage incurred as a result of class use of or reliance upon any information or material contained in such third-party sites.

Some portions of SUPERHOG implement What3Words and Google Maps/Earth mapping services, including What3Words and Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at https://www.google.com/intl/en_us/contact.xhtml/terms_maps.html.

18. Proprietary Rights and Notices

All trademarks, service marks, logos, trade names, and any other proprietary designations of SUPERHOG used herein are trademarks or registered trademarks of SUPERHOG. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

19. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to SUPERHOG ("Feedback"). You may submit feedback by emailing us at help@superhog.com. You acknowledge and agree that all feedback will be the sole and exclusive property of SUPERHOG and you hereby irrevocably assign to SUPERHOG and agree to irrevocably assign to SUPERHOG all of your right, title, and interest in and to all feedback, including without limitation all worldwide patent, copyright, trade secret, moral, and other proprietary or intellectual property rights therein. At SUPERHOG's request and expense, you will execute documents and take such further acts as SUPERHOG may reasonably request to assist SUPERHOG to acquire, perfect, and maintain its intellectual property rights and other legal protections for the feedback.

20. Copyright Policy

SUPERHOG respects copyright law and expects its users to do the same. It is SUPERHOG's policy to terminate any user's personal association with SUPERHOG or terminate the association of other persons who are believed to be repeatedly infringing the rights of copyright holders. Please see SUPERHOG's Copyright Policy at <https://www.SUPERHOG.com/policies/copyright> for further information.

21. Suspension, termination, or cancellation of your SUPERHOG membership

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate, or cancel your access to SUPERHOG.

IF YOUR ACCOUNT IS SUSPENDED, DEACTIVATED OR CANCELLED, YOUR SUPERHOG PROFILE WILL REMAIN VISIBLE TO ALL MEMBERS OF THE SUPERHOG COMMUNITY.

If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you:

- (a) your ability to use SUPERHOG will be deactivated or suspended, your password will be disabled, and you will not be able to access SUPERHOG, your SUPERHOG Account, your member content, or receive assistance from SUPERHOG Customer Service;
- (b) we may communicate to all Members that you are no longer an approved member of SUPERHOG;
- (c) you will not be entitled to any compensation for bookings or bookings (even if confirmed) that were cancelled as a result of the suspension, deactivation or termination.

You may cancel your SUPERHOG Account at any time via the “Cancel Account” feature or by sending an email to help@superhog.com. Please note that if your SUPERHOG Account is cancelled, we do not have an obligation to delete or return to you any content you have posted to SUPERHOG, including, but not limited to, any reviews or Feedback. Account cancellation does not cancel existing bookings nor does cancellation void any existing obligations to guests, hosts, or SUPERHOG.

22. Further Disclaimers

IF YOU CHOOSE TO USE SUPERHOG YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SUPERHOG DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT MAY CONDUCT SUCH BACKGROUND CHECKS AT ITS SOLE DISCRETION. SUPERHOG, INCLUDING GUARANTEES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SUPERHOG EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SUPERHOG MAKES NO WARRANTY THAT SUPERHOG, INCLUDING, BUT NOT LIMITED TO, LISTINGS, HOSTS AND GUESTS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SUPERHOG MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, , MEMBER PROFILES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH SUPERHOG.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SUPERHOG OR THROUGH SUPERHOG, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH USERS OF THE SUPERHOG COMMUNITY AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF SUPERHOG OR, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT SUPERHOG DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF SUPERHOG OR TO REVIEW OR VISIT ANY HOMES. SUPERHOG MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF SUPERHOG OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF SUPERHOG. YOU UNDERSTAND THAT THE BACKGROUND CHECKS PERFORMED BY SUPERHOG MAY BE ERRONEOUS OR INCOMPLETE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SUPERHOG AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF SUPERHOG, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS. SUPERHOG EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR HOST OR OTHER THIRD-PARTY.

23. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF SUPERHOG, YOUR LISTING OR BOOKING OF ANY HOMES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF SUPERHOG WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER SUPERHOG NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SUPERHOG 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 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, FROM THE USE OF OR INABILITY TO USE SUPERHOG, BOOKING GUARANTEE, OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF SUPERHOG OR BOOKING GUARANTEE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF SUPERHOG OR BOOKING GUARANTEE FROM YOUR LISTING OR RESERVING ANY HOME VIA SUPERHOG AND BOOKING GUARANTEE, 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.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS AND GUESTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT DISBURSEMENT, IN NO EVENT WILL SUPERHOG'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF SUPERHOG FOR ANY PARTICULAR BOOKING INCLUDING, BUT NOT LIMITED TO YOUR LISTING OR BOOKING OF ANY HOME VIA SUPERHOG, OR FROM THE USE OF OR INABILITY TO USE SUPERHOG BOOKING GUARANTEE OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY HOME OR INTERACTIONS WITH ANY OTHER USERS, EXCEED THE

AMOUNTS YOU HAVE PAID OR OWE FOR OR IN CONNECTION WITH SUCH BOOKING VIA SUPERHOG. THIS LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUPERHOG AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

24. Indemnification

You agree to release, defend, indemnify, and hold SUPERHOG and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- (a) your access to or use of SUPERHOG, or your violation of these Terms;
- (b) your member content;
- (c) your
 - i. interaction with any Member,
 - ii. Booking of a Listing, and
 - iii. the use, condition or Booking of a Listing by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking or use of a home.

25. Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the application except as authorised by United Kingdom law, the laws of the jurisdiction in which you obtained the application, and any other applicable laws.

You also will not use SUPERHOG for any purpose prohibited by UK law, including the development, design, manufacture, or production of missiles, or nuclear, chemical, or biological weapons.

26. Reporting Misconduct

If during a Booking you feel anyone is acting or has acted inappropriately, including but not limited to anyone who:

- (a) engages in offensive, violent, or sexually inappropriate behavior;
- (b) you suspect of stealing from you, or
- (c) engages in any other disturbing conduct

you should immediately report such person to the appropriate authorities and then to SUPERHOG by contacting us with your police station and report number at

help@SUPERHOG.com; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you. Obviously, if any person contacted through SUPERHOG Community is causing or threatening harm to life or property, the authorities should be contacted on an emergency basis.

27. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between SUPERHOG and you regarding SUPERHOG and Booking Guarantee. These Terms supersede and replace any and all prior oral or written understandings or agreements between SUPERHOG and you regarding Bookings or Listings, or use of SUPERHOG.

28. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without SUPERHOG's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. SUPERHOG may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns

29. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by SUPERHOG:

- (a) via email (in each case to the address that you provide) or
- (b) by posting to the site or via the application.

For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

30. Controlling Law and Jurisdiction

Unless some other law is agreed in writing, this policy will be governed by the laws of England and Wales. We and you have agreed that any legal proceedings between you and us in connection with this policy will only take place in the courts England and Wales.

31. Dispute Resolution

You and SUPERHOG agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Host Guarantee, Guest Guarantee or use of the site or app (collectively, "disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened

infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and SUPERHOG are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and SUPERHOG otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

(a) Arbitration Rules and Governing Law

The arbitration will be administered by the London Court of International Arbitration ("LCIA") in accordance with the LCIA arbitration rules. The Arbitration Act will govern the interpretation and enforcement of this section.

(b) Arbitration Process

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Procedure, which procedure is deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within 30 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English and the governing law of the contract shall be the substantive law of the United Kingdom.

In any arbitration commenced pursuant to this clause,

- i. the number of arbitrators shall be one; and
- ii. the seat, or legal place, of arbitration shall be London, United Kingdom.

(c) Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the LCIA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the Terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. SUPERHOG will not seek, and hereby

waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

(d) Fees

Your responsibility to pay any LCIA filing, administrative, and arbitrator fees will be solely as set forth in the LCIA Rules. However, if your claim for damages does not exceed £15,000, SUPERHOG will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose.

(e) Changes

Notwithstanding the provisions of the "Modification" section above, if SUPERHOG changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to help@SUPERHOG.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of SUPERHOG's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and SUPERHOG in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

32. General

The failure of SUPERHOG to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of SUPERHOG. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

(a) Continuous payment authority

Hosts and Guests give SUPERHOG continuous payment authority in order to pay Membership Fees for Members and Listings.

(b) Rounding Off

SUPERHOG may, in its sole discretion, round up or round down amounts that are payable from or to Members to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest pound sterling, euro or other supported currency); for example, SUPERHOG may round up an amount of £10.50 to £11.00, and £10.49 to £10.00.

Some currencies are denominated in large numbers. In those cases, SUPERHOG may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 units

of the currency and round for a final number – an amount of 5 will be rounded up to the next decile unit; 4 will be rounded down.

(c) Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount. We also may credit your SUPERHOG account with amounts to be used against future Membership Fees and we will tell you when we do this.

(d) Foreign Currency

Members may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. The currencies available for SUPERHOG users may be limited, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate using the Base Exchange Rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. For example, if it costs UK GBP £89.75 to buy €100.00, the currency conversion rate of UK GBP to Euros would be approximately 1.11, and the currency conversion rate from Euros to UK GBP would be approximately 0.89. Currency conversion rates will vary daily or more frequently as determined by applicable foreign exchange markets.

SUPERHOG does not hedge any currency and is not responsible for any losses to Members as a result of currency fluctuations.

Please note that your payment company (for example, your credit or bank card issuer) will use a currency conversion rate for and may impose a currency conversion fee on your payment or payout, if your card or bank account is denominated in a currency that is different from the Booking Currency or the Payout Currency respectively. Similarly, third-party payment processors may also use a currency conversion rate for or impose a currency conversion fee on your payment or payout. All of these currency conversion rates and fees are not controlled by or known to SUPERHOG.

33. Guest Deposit

SUPERHOG Pro Members are eligible for a £500 deposit either:

- (a) when they go and stay with a Host who is registered with SUPERHOG; or
- (b) when they have a Guest to stay who is registered with SUPERHOG.

The £500 deposit works as an alternative to a £500 cash deposit and please review the Deposit Guarantee Terms and Conditions for applicable conditions, limitations, and exclusions.

35. Booking Guarantee

We're committed to creating a safe and trusted community around the world. Because we promise to undertake a range of Verification Services, we're able to guarantee that certain events will not happen.

SUPERHOG has negotiated insurance backing from UK regulated insurance provider(s), and contractual relationships with other third-party providers, so as to be able to provide protection relating to Bookings between SUPERHOG Members and certified Listings. The Guarantee is automatically included as a free membership benefit for all eligible Bookings that are registered with SUPERHOG.

Actual Terms and conditions of each Guarantee apply, include various financial limits and exclusions.

All Approved Member have the protection of our Guest Guarantee of up to £10,000. Please review the Guest benefits Terms and Conditions for applicable conditions, limitations, and exclusions.

If an Approved Guests damage a Listing, Hosts will have the protection of our Host Guarantee of up to £1,000,000. Please review the Host benefits Terms and Conditions for applicable conditions, limitations, and exclusions.