

# **SUPERHOG DEPOSIT GUARANTEE**

*Terms and Conditions*

## **DEPOSIT GUARANTEE FOR SUPERHOG MEMBERS**

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## **OUR PROMISE TO MEMBERS**

Following a **booking** between **SUPERHOG members** or between a **SUPERHOG member** and a **verified member, we** will reimburse the **host**, up to £500, for **guest damages**, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

The words and phrases in the **deposit 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 **deposit terms** in order to be eligible to receive any payments from **us**.

The guarantee will end automatically once **hosts** are no longer using SUPERHOG to facilitate **guest(s) bookings**.

## DEFINED WORDS

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

### Accidental damage

Sudden, unexpected and visible damage, caused by the **guest(s)**, which has not been caused on purpose.

### Art and collections

Art, antiques and collectables that belong to the **host**. **We** do not include **valuables** within this definition.

### 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**.

### Contents

**Household goods, clothing**, at a **host's home**. **We** do not include **valuables, art and collections, money, portable electronic devices** or any animals, plants, trees, hedges or **buildings** within this definition.

### Deliberate Damage

An action or inaction of a **guest(s)**, which leads to loss or damage of **buildings** or **contents**, which the **guest(s)** is aware will cause damage and has been done on purpose. Any criminal activity in the **home**, or any activity which is against the law, constitutes **deliberate damage**. **Deliberate damage** includes **malicious damage**.

### Deposit Extension

Any circumstance where **we** have agreed to reimburse the **host** in relation to **guest damages** as part of an agreement with a partner company. All such partner companies will be published and maintained, along with any specific **deposit extension** terms, at [www.superhog.com/deposit/partners](http://www.superhog.com/deposit/partners).

### Deposit limit

£500 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.

### Deposit 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 **deposit terms**.

### Deposit terms

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

### 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.

### Guest(s)

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

### Guest damages

Damage to **buildings** and/or **contents** which you have had to repair or replace attributable to the actions or inactions of a **guest(s)**, caused by **accidental damage, deliberate damage** or **theft**.

**Home**

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

**Host**

Property owners and renters who create an approved listing of their **home** with SUPERHOG **and** are eligible to receive payment under **our** deposit guarantee.

**Malicious damage**

Damage caused by the deliberate or negligent action or actions of a **guest(s)**.

**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.

**Portable Electronic Devices**

Electronic devices that can be used while on the move and have the capacity to store, record, and/or transmit text, images, video, or audio data including laptops, smart phones, cameras, audio and visual devices, and smart watches.

**Platform**

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

**SUPERHOG member**

**Hosts** and **guest(s)** who have successfully completed the **our verification** and have an active paying subscription to us (including any free membership periods).

**Territorial Limits**

On the day a **booking** begins, anywhere in the world other than any country or territory within a country which the United Kingdom Foreign and Commonwealth Office advises against

- a) all travel to, or
- b) all but essential travel to.

**Theft**

Theft or attempted theft caused or enabled by a **guest(s)** actions or inactions occurring during a **booking**.

**Valuables**

Jewellery, gemstones, watches, furs and guns which belong to the **host**.

**Verification**

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

**Verified members**

**Hosts** and **guest(s)** who have successfully completed the **our verification** but have not subscribed as a **SUPERHOG member**.

**We/Us/Our**

SUPERHOG Limited

## WHAT IS NOT INCLUDED

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

1. for loss or damage which existed before the **home** was used for a **booking**.
2. any losses caused by a **guest(s)** after the expiration of the **booking**;
3. losses or damages in excess of the **deposit limit**;
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)** does not admit liability unless the damage is **deliberate 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 shortage disclosed on taking inventory, 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; or
  - 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. corruption of, inability to access, or inability to manipulate, any and all **electronic data**
6. Loss or damage, liability, cost or expense caused by or resulting from wear and tear.
7. Any claim or expense caused by or arising out of pollution or contamination.
8. Any loss, damage, liability, cost or expense caused by or resulting from rot.
9. Any direct or indirect loss or damage caused as a result of the **buildings** being used by the **host** for illegal activities.
10. If **hosts**, or anyone acting for **hosts** makes, or attempts to commit fraud, such as false or exaggerated **guest(s) damages**, **we** will reject the **deposit payment request form** and any subsequent **deposit payment request forms**. SUPERHOG 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 **deposit terms** this will result in no payment being made.
  - c. **We** may also notify the relevant authorities, so that they may consider criminal proceedings
11. **We** shall not provide any benefit or be liable to provide any benefit under this deposit guarantee which:

- a. would breach economic, financial or trade sanctions imposed under the law of the country in which this deposit 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 deposit 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 **deposit terms**, the following conditions must be complied with. **Hosts** failure to fully comply may prevent any reimbursement for **guest damages** being paid. In all cases, the onus will be upon **hosts** to demonstrate that they have complied with the following conditions.

### 1. Mediation

**We** expect **hosts** and **guest(s)** to discuss any **guest damage** between themselves and agree it has been caused during a **booking**.

### 2. Contribution

At a minimum **we** expect **hosts** and/or **guest(s)** to contribute at least £50 towards any instance of **guest damage**.

### 3. Inspection

**Hosts** must inspect their **home** to determine whether there is actual **guest damage** and must confirm they have incurred **guest damage**.

### 4. Contribution towards **accidental damage**

For **accidental damage**, **hosts** must:

- i. ask the **guest(s)** whether they admit to causing **accidental damage** during the **booking**, and
- ii. ask for a contribution for, or towards, the damage. Any contribution to the damage will be paid to **hosts** directly. If **we** have already made payment, **we** will receive the contribution.

If the **guest(s)** do not admit to causing the damage the onus of proof will be on the **host** to demonstrate that damage has occurred during the **booking**.

### 5. **Deliberate damage** including **malicious damage** and **theft**

- i. For all **buildings** and **contents** which are damaged or destroyed due to **malicious damage**, a violation of law or criminal act or misdemeanor and for which **hosts** are filing a **deposit payment request form**, **hosts**, or a representative of a **host**, must file a police report listing such **home** and provide SUPERHOG with a copy of such report, certified by the **host** as true and correct.
- ii. **We** will reimburse **hosts** and pursue a recovery against the **guest(s)** for the value of the damage.
- iii. SUPERHOG, and their insurance representatives, reserve the right to contact, and pursue for recovery, all **guest(s)** in instances where **malicious damage** and **theft** have occurred.

### 6. Notification

**Hosts** must notify SUPERHOG within thirty (30) days following the date of termination of the **guest(s) booking** of the **home** of any occurrence of **guest damages**. No payment will be made for any notification after 30 days.

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

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

### 7. Proof of ownership

**Hosts** must provide SUPERHOG with proof of ownership of, or legal responsibility for, any **buildings** or **contents** affected by **guest damages** in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to the **host**) certified by the **host** as true and correct and reasonably acceptable to the SUPERHOG.

The **deposit payment request form** states the **host's** knowledge and belief as to the following:

- (a) the time, cause and origin of the **guest damages**, and evidence and proof of such loss in the form of receipts, photographs, videos, documents and other verifiable forms of proof.
- (b) furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, replacement value, and amount of loss claimed.

### 8. 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.

#### 9. 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 **deposit payment request form**.

#### 10. Protection of property

**Hosts** must protect and preserve damaged property from further loss or damage.

## CONDITIONS

### Acknowledgments and agreements by **Hosts**

#### 1. **Hosts** acknowledge and agree that:

- i. We provide **hosts** with the SUPERHOG deposit guarantee benefits described herein solely for the purpose of promoting use of the SUPERHOG by building customer loyalty and strengthening customer confidence as to use the SUPERHOG.
- ii. These SUPERHOG **deposit 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 **deposit 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 **deposit payment request form** that **hosts** file with SUPERHOG, notwithstanding delivery of all information and materials that are required.

2. **Hosts** acknowledge and agree that when making a claim under this deposit guarantee, they give SUPERHOG consent to review all communications between **hosts** and **guest(s)** via the platform which organised the booking.

3. **Hosts** 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 **hosts** under these **deposit 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 **deposit terms** constitute a deposit 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 **deposit terms**.

#### 5. Guarantee versus insurance

**Hosts** acknowledge and agree that the deposit guarantee is not an insurance policy. To the extent **hosts** desire protection beyond the deposit guarantee, SUPERHOG strongly encourages you to purchase insurance that will cover you and your property for losses caused by **guest(s)**.

#### 6. Changes to SUPERHOG **deposit 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 **deposit terms**, at any time, at our sole discretion.

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

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

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

If **we** modify or terminate these SUPERHOG **deposit terms** in accordance with the foregoing, **we** will process all **deposit 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 **Hosts** interest in the deposit guarantee:

**Hosts** may not transfer their interest in this deposit 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, **hosts** hereby agree that, with respect to any payments made under the deposit guarantee 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 deposit guarantee 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 **deposit 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.

