

Terms of Service

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Home2Home Management Platform ("H2H"), you agree to comply with and be bound by these Terms of Service.

Thank you for using H2H!

H2H provides an online platform that connects hosts who have accommodations to list and book with guests seeking to book such accommodations (collectively, the "**Services**"), which Services are accessible at www.home2home.co (for Hosts only) and for Guests and Hosts– on any other websites through which H2H makes the Services available (collectively, the "**Site**") and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the "**Application**").

"**Accommodation**" means residential and other properties.

"H2H **Content**" means all Content that H2H makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member Content.

"**Booking**" means a limited license granted by the Host to the Guest to enter and use the Listing for the limited duration of the confirmed booking, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with the Guest's agreement with the Host. Please note, as used on the Site, Applications, and Services, "short term rental" and "home sharing" have the same meaning as "Booking;" all three terms mean a limited license to enter and use the Accommodation for the duration of the confirmed booking as defined above.

"**Booking Request Period**" means the time period starting from the time when a Booking is requested by a Guest (as determined by H2H in its sole discretion), within which a Host may decide whether to confirm or reject that Booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

"**Collective Content**" means Member Content and H2H Content.

"**Communication**" means an email, message via the Application, text message or message to a WeChat account.

"**Content**" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"**Guest**" means a Member who requests from a Host a Booking of a Listing via the Site, Application or Services, or a Member who stays at an Accommodation and is not the Host for the associated Listing.

"**Host**" means a Member who creates a Listing via the Site, Application and Services.

"**Listing**" means an Accommodation that is listed by a Host as available for Booking via the Site, Application, and Services.

"**Member**" means a person who completes H2H's account registration process, including but not limited to Hosts and Guests, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or H2H promotional campaign to be made available through the Site, Application or Services.

"Tax" or **"Taxes"** mean any goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees that Accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Key Terms

Terms of Service

1. By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("**Terms**"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below) constitute a binding legal agreement between you and H2H. Please also read carefully our Privacy Policy by clicking [here](#).

In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH HOSTS MAY CREATE LISTINGS FOR ACCOMMODATIONS AND GUESTS MAY LEARN ABOUT AND BOOK ACCOMMODATIONS DIRECTLY WITH THE HOSTS. YOU UNDERSTAND AND AGREE THAT H2H IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS H2H A REAL ESTATE BROKER, AGENT OR INSURER. H2H HAS NO CONTROL OVER THE CONDUCT OF HOSTS, GUESTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY ACCOMMODATIONS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO CREATE A LISTING ON H2H, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH H2H IS LIMITED TO BEING A MEMBER AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF H2H FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF H2H. H2H DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF H2H, INCLUDING BY INAPPROPRIATELY USING ANY H2H INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal

entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

When these Terms mention "H2H," "we," "us," or "our," it refers to the H2H Company you are contracting with. Our collection and use of personal information in connection with your access to and use of the H2H Platform is described in our [Privacy Policy](#).

2. **Modification**

H2H reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees (defined below), at any time and without prior notice. If we modify these Terms, we will post the revised Terms on the H2H Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least fourteen (14) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the H2H Platform will constitute acceptance of the revised Terms.

3. **Eligibility**

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

H2H may make the access to and use of the H2H Platform, or certain areas or features of the H2H Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or booking and cancellation history.

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available). You agree and authorize us to use your personal information, such as your full name, government identification details and date of birth, to obtain such reports, including from H2H's vendors.

The access to or use of certain areas and features of the H2H Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the H2H Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

If you access or download the Application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#). Some areas of the H2H Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

4. **How the Site, Application and Services Work**

The Site, Application and Services can be used to facilitate the listing and Booking of **Accommodations**. Such Accommodations are included in Listings on the Site, Application and Services by Hosts. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Accommodation or create a Listing, you must first register to create a H2H Account (defined below).

As stated above, H2H makes available an online platform or marketplace with related technology for Guests and Hosts to meet online and arrange for Bookings of Accommodations directly with each other. H2H is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations and H2H does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations or transportation or travel services. Unless explicitly specified otherwise in the H2H platform, H2H's responsibilities are limited to facilitating the availability of the Site, Application and Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND GUESTS CONNECTING AND BOOKING ACCOMMODATIONS DIRECTLY WITH EACH OTHER. H2H CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY ACCOMMODATIONS. H2H IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATIONS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

H2H HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE FOLLOWING:-

- (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services,
- (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or
- (iii) the performance or conduct of any Member or third party.

H2H does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by H2H about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable.

You should always exercise due diligence and care when deciding whether to stay in an Accommodation, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person.

If you choose to use the H2H Platform as a Host your relationship with H2H is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of H2H for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of H2H .

To promote the H2H Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages.

H2H cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The H2H Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non - infringement.

The H2H Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. H2H is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by H2H of such Third-Party Services.

Due to the nature of the Internet, H2H cannot guarantee the continuous and uninterrupted availability and accessibility of the H2H Platform. H2H may restrict the availability of the H2H Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the H2H Platform. H2H may improve, enhance and modify the H2H Platform and introduce new H2H Services from time to time

5. **Account Registration**

In order to access certain features of the Site and Application, and to book an Accommodation or create a Listing, you must register to create an account ("**H2H Account**") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.

You can register a H2H Account by furnishing your personal details, government identification details (if any), using a valid email address with a valid phone number and creating a password **OR** you can also register to join by logging into your account with certain third-party social networking sites ("**SNS**") (including, but not limited to, Facebook; each such account, a "**Third-Party Account**"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your H2H Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to H2H through the Site, Services or Application; or (ii) allowing H2H to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to H2H and/or grant H2H access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating H2H to pay any fees or making H2H subject to any usage limitations imposed by such third-party service providers. By granting H2H access to any Third-Party Accounts, you understand that H2H will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Site, Services and Application via your H2H Account and H2H Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your H2H Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or H2H's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your H2H Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. H2H makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and H2H is not responsible for any SNS Content.

Your H2H Account and your H2H Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via SNS as described above. You may not have more than one (1) active H2H Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. H2H reserves the right to suspend or terminate your H2H Account and your access to the Site, Application and Services if you create more than one (1) H2H Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.

You are responsible for maintaining the confidentiality and security of your H2H Account credentials and may not disclose your credentials to any third party. You must immediately notify H2H if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your H2H Account. You are liable for any and all activities conducted through your H2H Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

You are not permitted to share your H2H Account with anyone or allow others to access or use your H2H Account. H2H may enable features, in our discretion, that allow other Members to take certain actions associated with your H2H Account, on your behalf with your express authorization, such as having your executive assistant, travel agent, or employer book on your behalf or adding a family member to your account as an additional Host. You agree that you will take sole responsibility for any activities or actions under your H2H Account, whether or not you have authorized such activities or actions. You will immediately notify H2H of any unauthorized use of your H2H Account.

6. Accommodation Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Accommodation to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Accommodation and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Accommodations must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to, Guest and Host preferences, ratings and/or ease of Booking. Other Members will be able to book your Accommodation via the Site, Application and Services based upon the information provided in your Listing, your Guest requirements, and Guests' search parameters and preferences. You understand and agree that once a Guest requests a Booking of your Accommodation, you may not request the Guest to pay a higher price than in the Booking request.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the Booking of, or a Guest's stay at, an Accommodation in a Listing you post:-

- (i) will not breach any agreements you have entered into with any third parties, such as homeowners or residents association, condominium, or other third party agreements; and
- (ii) will be in compliance with all applicable laws (such as zoning laws), Tax requirements, Intellectual Property laws, and rules and regulations that may apply to any Accommodation included in a Listing you post (including having all required permits, licenses and registrations), and
- (iii) will not conflict with the rights of third parties.

Please note that H2H assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. H2H reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason whatsoever, including Listings that H2H, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Site, Application or Services.

If you are a Host, you understand and agree that H2H does not act as an insurer or as your contracting agent. If a Guest requests a Booking of your Accommodation and stays at your Accommodation, any agreement you enter into with such Guest is between you and the Guest and H2H is not a party to it.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a Booking of your Accommodation, such as requiring Members to have a profile picture or verified phone number, in order to book your Accommodation. Any Member wishing to book Accommodations included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the "[Hosting](#)" section of the Site, Application and Services.

If you are a Host, H2H may make certain tools available to you to help you to make informed decisions about which Members you choose to confirm or preapprove for Booking for your Accommodation. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest (and the individuals the Guest invites to the Accommodation, if applicable.)

H2H recommends that Hosts obtain appropriate insurance for their Accommodations. Please review any insurance policy that you may have for your Accommodation 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 policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of or relating to Guests (and the individuals the Guest invites to the Accommodation, if applicable) while at your Accommodation.

H2H may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the H2H Platform ("**Member Content**"); and (ii) access and view Member Content and any content that H2H itself makes available on or through the H2H Platform, including proprietary H2H content and any content licensed or authorized for use by or through H2H from a third party ("**H2H Content**" and together with Member Content, "**Collective Content**").

The H2H Platform, H2H Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Malaysia or elsewhere in this World. You acknowledge and agree that the H2H Platform and H2H Content, including all associated intellectual property rights, are the exclusive property of H2H and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the H2H Platform, H2H Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of H2H used on or in connection with the H2H Platform and H2H Content are trademarks or registered trademarks of H2H in Malaysia and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the H2H Platform, H2H Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the H2H Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or 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 H2H or its licensors, except for the licenses and rights expressly granted in these Terms.

Subject to your compliance with these Terms, H2H grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the H2H Platform and accessible to you, solely for your personal and non-commercial use.

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the H2H Platform, you grant to H2H a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the H2H Platform, in any media or platform. Unless you provide specific consent, H2H does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

You are responsible for ensuring that your Host Service is accurately represented in the Member Content uploaded on the H2H platform and you will stop using any or all of the Member Content on or through the H2H Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your H2H Account is terminated or suspended for any reason. You acknowledge and agree that H2H shall have the right to use any of the Member Content uploaded on the H2H Platform in advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. You also agree to grant to H2H an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Member Content for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you.

You are solely responsible for all Member Content that you make available on or through the H2H Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the H2H Platform or you have all rights, licenses, consents and releases that are necessary to grant to H2H the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or H2H's use of the Member Content (or any portion thereof) 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.

You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates H2H's Content Policy or any other H2H policy. H2H may, without prior notice, remove or disable access to any Member Content that H2H finds to be in violation of these Terms or H2H's then-current Policies or Standards, or otherwise may be harmful or objectionable to H2H, its Members, third parties, or property.

7. No Endorsement

H2H does not endorse any Member, Listing or Accommodation.

Members are required by these Terms to provide accurate information. Although H2H may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification or identification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by H2H about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Host or to accept or preapprove a Booking request from a Guest, or to have any other interaction with any other Member. H2H are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from H2H with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any Bookings or Listings made by you.

8. Bookings and Financial Terms

A. Key definitions

“**Accommodation Fees**” means the amounts that are due and payable by a Guest in exchange for that Guest’s stay in an Accommodation. The Host alone, and not H2H, is responsible for the Accommodation Fees for his or her Listing. The Host may in his or her sole discretion decide to include in these amounts (i) a cleaning fee or any other fee permitted on the H2H platform, or (ii) Taxes that the Host determines that he or she has to collect.

“**Guest Fees**” means the fee that H2H charges a Guest for the use of the Services, which is calculated as a percentage of the applicable Accommodation Fees. The Guest Fees will be displayed to the Guest when the Guest is asked whether to send a Booking request to a Host.

“**Host Fees**” means the fee that H2H charges a Host for the use of the Services, which is calculated as a percentage of the applicable Accommodation Fees plus any Taxes.

“**Payment Method**” means a payment method available under the H2H Platform which is Union Pay and Paypal.

“**Service Fees**” means collectively the Guest Fees and the Host Fees.

“**Total Fees**” means collectively the Accommodation Fees and the Guest Fees plus any Taxes.

B. Terms Specific for Hosts.

i. Terms applicable to all Listings.

When creating a Listing through the H2H Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules, child -friendly) and requirements that apply (such as any minimum age, non-smoking, etc) and (iii) provide any other pertinent information requested by H2H. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

You are solely responsible for setting a price (including any Taxes if applicable) for your Listing (“**Accommodation Fee**”). Once a Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request.

Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the cancellation policy you have selected for your Listing.

Pictures, animations or videos (collectively, “**Images**”) used in your Listings must accurately reflect the quality and condition of your Host Services. H2H reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

The placement and ranking of Listings in search results on the H2H Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and

calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking.

When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes, which will be collected pursuant to the [Payments Terms](#).

H2H recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation.

ii. **Bookings and Financial Terms for Hosts**

If you are a Host and a Booking is requested for your Accommodation via the Site, Application or Services, you will be required to either preapprove, confirm or reject the Booking request within the Booking Request Period, otherwise the Booking request will automatically expire. When a Booking is requested via the Site, Application or Services, we will share with you (i) the name of the Guest who has requested the Booking, (ii) a link to the Guest's H2H Account profile page, (iii) if the Guest and Host have both connected their H2H accounts to SNS and have not turned off sharing of social connections, the names of any shared connections on such SNS, and (iv) an indication of whether or not the Guest has provided other information to H2H, such as a verified email address, connection to SNSs, or a government ID. When you confirm a Booking requested by a Guest, H2H will send you a notice confirming such Booking, depending on the selections you make via the Site, Application and Services.

H2H Payments will collect the Host Fees from Guests at the time of the Booking request or upon the Host's confirmation and whereinafter the Guests will be directed to a payment provider to initiate payment of the Accommodation Fees (less Host Fees, applicable fees and taxes) to the Host at the time and as further described in the [Payments Terms](#).

Each Host agrees that H2H may, in accordance with the cancellation policy selected by the Host and reflected in the relevant Listing, (i) permit the Guest to cancel the Booking and (ii) refund to the Guest that portion of the Accommodation Fees specified in the applicable [Cancellation Policy](#).

C. **Terms specific for Guests**

- i. Subject to meeting any requirements (such as completing any verification processes) set by the Host, you can book a Listing available on the H2H Platform by following the respective booking process. All applicable fees, including the Accommodation Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your H2H Account.

Upon receipt of a booking confirmation from H2H, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. H2H Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the [Payments Terms](#).

If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor.

ii. **Bookings and Financial Terms for Guests**

The Hosts, not H2H, are solely responsible for honoring any confirmed Bookings and making available any Accommodations reserved through the Site, Application and Services. If you, as a Guest, choose to enter into a transaction with a Host for the Booking of an Accommodation, you agree and understand that you will be required to enter into an agreement with the Host and you agree to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Host.

You acknowledge and agree that you, and not H2H, will be responsible for performing the obligations of any such agreements, that H2H is not a party to such agreements, H2H (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements.

The Total Fees payable will be displayed to a Guest before the Guest sends a Booking request to a Host. As noted above, the Host is required to either preapprove, confirm or reject the Booking request within the Booking Request Period; otherwise, the requested Booking will be automatically cancelled. Upon receipt of your Booking request and confirmation from the Host that the booking has been accepted, H2H Platform will redirect the Guest to the payment provider to initiate payment of the Total Fees.

You as a Guest agree to pay the Total Fees for any Booking requested and confirmed, in connection with your H2H Account. H2H will collect the Total Fees pursuant to the [Payments Terms](#).

Once your confirmed Booking transaction is complete you will receive a confirmation Communication summarizing your confirmed Booking.

You understand that a confirmed booking of an Accommodation ("**Accommodation Booking**") is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.

You agree to leave the Accommodation no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, "**Overstay Fees**").

D. Service Fees and Other Fees

In consideration for the use of H2H's online marketplace and platform, H2H charges Service Fees. H2H will collect these Service Fees pursuant to the [Payments Terms](#), and, where applicable, may also collect Taxes (such as Goods and Services Tax) in respect of the Host Fees and Guest Fees. The payment provider will enable H2H to deduct the Host Fees from the Accommodation Fees before remitting the balance to the Host as described in the [Payments Terms](#). Guest Fees are, as noted above, included in the Total Fees.

Applicable Guest Fees, as well as Taxes collected by H2H, will be shown to Guests via the Application at checkout, prior to their submission of a Booking request. And, H2H will disclose applicable Host Fees to Hosts via the Site and Application. More information on Services Fees can be found at the H2H [Help Center](#).

9. **Cancellations & Refunds**

If, as a Guest, you wish to cancel a confirmed Booking made via the Site, Application and Services, either prior to or after arriving at the Accommodation, the [Cancellation Policy](#) will apply in respect of such cancellation. Unless extenuating circumstances exist as provided under the [H2H Extenuating Circumstances Policy](#), any amounts due to the Host under the [Cancellation Policy](#) will be remitted to the Host pursuant to the Payments Terms. Details regarding refunds and cancellation policies are available via the Site and Application. The Guest Fee is non-refundable unless otherwise indicated.

If a Host cancels a confirmed Booking made via the Site, Services, and Application, (i) H2H Platform will direct the Payment Provider to refund the Total Fees for such Booking to the applicable Guest pursuant to the [Payments Terms](#) .

If, as a Host, you cancel a confirmed Booking, you agree that H2H may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a Booking was cancelled and/or (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled Booking and/or (iii) imposing a cancellation fee of US\$ 100-00 and/or (iv) suspend your account for a period to be determined by H2H, unless the Host has a valid reason for cancelling the booking pursuant to [H2H Extenuating Circumstances Policy](#). The Host will also have to bear all Service Fees. You will be notified of the situations in which the cancellation fee is to be paid and the Service Fees payable and/or the suspension period applicable before you decide to cancel.

In certain circumstances, H2H may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Booking made via the Site, Application and Services. H2H may also determine, in its sole discretion, to refund to the Guest part or all of the amounts charged to the Guest. You agree that H2H and the relevant Guest or Host will not have any liability for such cancellations or refunds.

Cancellation Policy

The Guests may cancel and review any penalties by viewing their travel plans and then clicking 'Cancel' on the appropriate reservation. A Host will be able to see the number of reservations a Guest has canceled over the previous 12 months when the guest submits a request to book.

1. If the Guest cancels five (5) days prior to arrival, a full refund of the Accommodation Fees will be made to the Guest after deducting the Guest Fees.
2. If the Guest cancels two (2) days prior to arrival, 50% of the Accommodation Fees will be refunded after deducting the Guest Fees.
3. For all other cancellations and save situations where cancellations fall under H2H Extenuating Circumstances Policy, the Total Fees will not be refunded.

H2H Extenuating Circumstances Policy

H2H empowers hosts to set and manage their cancellation policies. If a Host or Guest needs to cancel a reservation, it's their responsibility to cancel as soon as possible. At times, certain circumstances outside of a Host or Guest's control can impact their ability to meet the terms of a reservation.

In rare instances, if H2H determines that a Guest's reason for cancellation falls within H2H's Extenuating Circumstances Policy, H2H may override the [Cancellation Policy](#) and make refund decisions. If H2H determines that a Host's reason for cancellation falls within H2H Extenuating Circumstances policy, H2H may waive the Host cancellation penalties outlined in these Terms of Service.

What might be covered?

Valid extenuating circumstances include:

- Unexpected death or serious illness of a host, guest or immediate family member
- Serious injury that directly restricts a guest's ability to travel or a host's ability to host

- Significant natural disasters or severe weather incidents impacting the location of destination or location of departure
- Urgent travel restrictions or severe security advisories issued after the time of booking, by an appropriate national or international authority (such as a government office or department)
- Endemic disease declared by a credible national or international authority (such as the US Center for Disease Control or the World Health Organization)
- Severe property damage or unforeseen maintenance issues that directly impact the ability to host safely
- Government-mandated obligations issued after the time of booking (ex: court attendance under subpoena requirements)

If you need to make a claim

Claims can only be considered after a reservation has been cancelled and is discretionary. Once you have informed your Host or Guest and cancelled a reservation, if you feel that your reason for cancellation is covered by H2Hs Extenuating Circumstances Policy, contact H2H for consideration and approval. We generally require claims to be submitted no later than three (3) days from the original check-in date and we may require valid supporting documentation.

10. Rounding Off & Currency Conversion

H2H may, in its sole discretion, round up or round down amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest ringgit, HK\$, US\$ or other supported currency); for example, H2H will round up an amount of 102.00, and 101.00.

Some currencies are denominated in large numbers. In those cases, H2H may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for H2H to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

H2H's online platform facilitates Bookings between Guests and Hosts who may pay in a currency different from their destination currency, which may require currency conversions to accommodate these differing currency preferences. Although the H2H platform allows users to view the price of Listings in a number of currencies, the currencies available for users to make and receive payments may be limited, and may not include the default currency in any given geographic location.

11. Booking Modifications

You as a Guest or Host are responsible for any modifications to a Booking that you direct H2H Customer Service to make ("**Booking Modifications**"), and you agree to pay any Accommodation Fees, Guest Fees, Hosts Fees, Services Fees, and/or Taxes associated with such Booking Modifications.

12. Ratings and Reviews

Within a certain timeframe after completing a booking, Guests and Hosts can leave a public review ("**Review**") about each other. Any Review reflects the opinion of individual Members and do not reflect the opinion of H2H. Reviews are not verified by H2H for accuracy and may be incorrect or misleading.

Reviews by Guests and Hosts must be fair, truthful and factual and may not contain any offensive or defamatory language.

Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Member.

13. **Taxes**

Tax regulations may require us to collect appropriate tax information from our Hosts, or to withhold taxes from payouts to Hosts, or both. You as a Host are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Host fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you, we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Host understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. H2H cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Host, H2H may issue a valid GST invoice to such Host.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Hosts on the amount paid for the right to use and/or occupancy of accommodations, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Accommodation Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "occupancy taxes," "hotel taxes," "lodging taxes," "transient taxes," "sales and use taxes," "value added taxes," "room taxes" or "tourist taxes" (hereafter, "**Occupancy Taxes**").

A. *Occupancy Tax Collection and Remittance*

H2H may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Guests or Hosts, in accordance with your directions in these Terms ("Collection and Remittance") if such tax jurisdiction asserts H2H or Hosts have a tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, whether you are a Guest or Host, in lieu of the Host collecting Occupancy taxes from Guests and remitting to the Tax Authority, you hereby instruct and authorize H2H to collect Occupancy Taxes from Guests on the Host's behalf at the time Accommodation Fees are collected, and to remit such Occupancy Taxes to the Tax Authority. When H2H facilitates Collection and Remittance of Occupancy Taxes in a jurisdiction for the first time, H2H will provide notice to existing Hosts with Listings for Accommodations in such jurisdictions. When a new Listing is created in a jurisdiction where H2H facilitates Collection and Remittance of Occupancy Taxes, the Host will be notified in the Listing creation flow.

The amount of Occupancy Taxes, if any, collected and remitted by H2H will be visible to and separately stated to both Guests and Hosts on their respective transaction documents. Where H2H is directly facilitating Collection and Remittance, Guests and Hosts agree that Hosts are not permitted to attempt collection, or collect any Occupancy Taxes being collected by H2H relating to their Accommodations on H2H in that such jurisdiction. You expressly agree to release, defend, indemnify, and hold H2H and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to Occupancy Taxes, including, without limitation, the applicability of, calculation, collection or remittance of Occupancy Taxes in any amount or at all as to your transactions or Accommodations. For any jurisdiction in which we facilitate Collection and Remittance, Hosts and Guests expressly grant us permission, without further notice, to store, transfer and disclose data and other information relating to them or to their transactions, Bookings, Accommodations and Occupancy Taxes, including, but not limited to, personally identifiable information such as Host or Guest's name, Listing addresses, transaction dates and amounts, tax identification number(s), the amount of taxes collected from Guests or allegedly due, contact information and similar information, to the relevant Tax Authority.

14. **Damage to Accommodations and Security Deposits**

As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at an Accommodation) 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 whom you invite to, or otherwise provide access to, the Accommodation. In the event that a Host claims otherwise and provides evidence of damage ("**Damage Claim**"), including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items.

15. **User Conduct**

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 the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- 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;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application, Services or the H2H API to use, expose, or allow to be used or exposed, any H2H Content: (i) that is not publicly displayed by H2H in its search results pages or listing pages before a Booking is confirmed; (ii) in any way that is inconsistent with the H2H Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of H2H's users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies H2H endorsement, partnership or otherwise misleads others as to your affiliation with H2H;
- dilute, tarnish or otherwise harm the H2H brand in any way, including through unauthorized use of Collective Content, registering and/or using H2H or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to H2H domains, trademarks, taglines, promotional campaigns or Collective Content
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of H2H or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services 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;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an H2H Guest or Host;
- offer, as a Host, any Accommodation that you do not yourself own or have permission to Book as a residential or other property (without limiting the foregoing, you will not list Accommodations as a Host if you are serving in the capacity of an agent for a third party);
- offer, as a Host, any Accommodation that may not be Booked pursuant to the terms and conditions of an agreement with a third party;
- register for more than one H2H Account or register for an H2H Account on behalf of an individual other than yourself;

- unless H2H explicitly permits otherwise, request or book a stay at any Accommodation if you will not actually be staying at the Accommodation yourself;
- contact another Member for any purpose other than asking a question related to a Booking, Accommodation, Listing, or the Member's use of the Site, Application and Services;
- recruit or otherwise solicit any Host or other Member to join third-party services or websites that are competitive to H2H, without H2H's prior written approval;
- recruit or otherwise solicit any Member to join third-party services, applications or websites, without our prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Host or Guest and then complete a Booking of an Accommodation independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to H2H's provision of the Services or for any other reasons;
- as a Host, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor;
- violate these Terms
- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
- 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 (directly or by omission or failure to update information) 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;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, H2H's name, any H2H trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without H2H's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, H2H's computer systems, or the technical delivery systems of H2H's providers;
- attempt to probe, scan, or test the vulnerability of any H2H system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by H2H or any of H2H's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- 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, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
- advocate, encourage, or assist any third party in doing any of the foregoing; or
- accept or make a payment for Accommodation Fees outside H2H Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold H2H harmless from any liability for such payment.

H2H has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, H2H may take a range of actions against you, including but not limited to removing or disabling access to any or all of your Member Content or deactivating or canceling your Listing(s) or H2H Account, for a violation of this Section or these Terms.

H2H 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 (i) respond to claims asserted against H2H or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of H2H, its users, or members of the public. You acknowledge that H2H has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review, remove, disable access to or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. H2H reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that H2H, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

16. Reporting Misconduct

If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to H2H by contacting us with your police station and report number; 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.

17. Privacy

You agree that H2H's [Privacy Policy](#) (as may be updated from time to time) governs H2H's collection and use of your personal information.

18. Intellectual Property Ownership and Rights Notices

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and the laws of Malaysia. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of H2H and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of H2H used on or in connection with the Site, Application, Services, and H2H Content are trademarks or registered trademarks of H2H in Malaysia and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and H2H Content are used for identification purposes only and may be the property of their respective owners. As a Host, Guest, or Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content.

19. Additional Terms

Our Site, Application and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

20. Application License

Subject to your compliance with these Terms, H2H grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own

or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any Apple App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. H2H reserves all rights in the Application not expressly granted to you by these Terms.

21. H2H Content and Member Content License

Subject to your compliance with these Terms, H2H grants you a limited, non-exclusive, non-transferable license, to (i) access and view any H2H Content solely for your personal and non-commercial purposes and (ii) 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 the Site, Application, Services, or Collective Content, 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 H2H or its licensors, except for the licenses and rights expressly granted in these Terms.

22. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services, or through H2H promotional campaigns, you hereby grant to H2H a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, 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 the Site, Application and Services. H2H 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 the Site, Application, Services or through H2H promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application, Services or through H2H promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to H2H the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or H2H's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application, the Services or H2H promotional campaigns 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.

23. Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that H2H is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by H2H of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the H2H platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to [Google's terms of use](#).

24. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us, through the "[Contact](#)" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of H2H and you hereby irrevocably assign to H2H and agree to irrevocably assign to H2H 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, and waive any moral rights you may have in such Feedback. At H2H's request and expense, you will execute documents and take such further acts as H2H may reasonably request to assist H2H to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

25. Term and Termination, Suspension and Other Measures

A. Term

These Terms shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or H2H terminate these Terms as described below.

B. Termination for convenience

You may terminate these Terms at any time via the "Cancel Account" feature on the Site or by sending us an email. If you cancel your H2H Account as a Host, any confirmed Bookings must first be fulfilled or otherwise, if you do not wish to honor the Bookings, a cancellation fee may apply and your Guests will receive a full refund. If you cancel your H2H Account as a Guest, any confirmed Booking will be automatically cancelled and any refund will depend upon the terms of the applicable cancellation policy.

Without limiting our rights specified below, H2H may terminate these Terms for convenience at any time by giving you 30 days' notice via email to your registered email address

C. Termination for breach, suspension and other measures

H2H may immediately, without notice terminate these Terms if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the H2H Account registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) H2H believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, H2H or third parties, for fraud prevention, risk assessment, security or investigation purposes.

In addition H2H may deactivate or delay Listings, reviews, or other Member Content, cancel any pending or confirmed Bookings, limit your use of or access to your H2H Account and the Site, Application or Services, temporarily or permanently revoke any special status associated with your H2H Account, or temporarily or permanently suspend your H2H Account if (i) you have breached these Terms or our Policies, including material and non-material breaches and receiving poor ratings from Hosts or Guests, or (ii) H2H believes in good faith that such action is reasonably necessary to protect the safety or property of Members, H2H or third parties, for fraud prevention, risk assessment, security or investigation purposes.

If we take any of the measures described in this Section, we may (i) communicate to your Guests or Hosts that a pending or confirmed Booking has been cancelled, (ii) refund your Guests in full for any and all confirmed Bookings, irrespective of preexisting cancellation policies, (iii) support your Guests, on an exceptional basis, in finding potential alternative Accommodations, and (iv) you will not be entitled to any compensation for confirmed Bookings that were cancelled. In such a circumstance, all Service Fees will be borne by you.

In case of non-material breaches and where appropriate, you will be given notice of any measure by H2H and an opportunity to resolve the issue to H2H's reasonable satisfaction.

D. Consequences

If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your H2H Account or any of your Member Content. If your access to or use of the Site, Application and Services has been limited or your H2H Account has been suspended or this Agreement has been terminated by us, you may not register a new H2H Account or attempt to access and use the Site, Application and Services through other H2H Accounts.

E. Survival

If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

F. Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT OR PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT H2H **DOES NOT HAVE AN OBLIGATION** TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS. H2H MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS, IN OUR SOLE DISCRETION, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND IF WE HAVE SUFFICIENT INFORMATION TO IDENTIFY A MEMBER. IF WE CHOOSE TO CONDUCT SUCH CHECKS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, H2H EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. H2H MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATIONS, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. H2H MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, HOSTS, GUESTS, YOUR ACCRUAL OF H2H TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES OR REFERRAL PROGRAM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM H2H OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT H2H DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS. H2H MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS

WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY H2H. H2H EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

G. 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 THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY ACCOMMODATIONS VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF H2H WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER H2H NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM 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 THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT H2H 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.

IN NO EVENT WILL H2H'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY H2H TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED RINGGIT MALAYSIA (RM100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN H2H AND YOU.

H. Indemnification

You agree to release, defend, indemnify, and hold H2H 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 the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) Booking of an Accommodation, or (iii) creation of a Listing; (d) the use, condition or Booking of an Accommodation 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 an Accommodation;

I. Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the Application. By using the Site, Application and Services, you represent and warrant that (i) neither you nor your listed Accommodation is located in a country that is subject to a Malaysian Government embargo, or that has been designated by the Malaysian Government as a "terrorist supporting" country and (ii) you are not listed on any Malaysian Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by Malaysian law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. H2H does not permit Listings associated with certain countries due to Malaysian embargo restrictions. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

J. **Accessing and Downloading the Application from iTunes**

The following applies to any Application accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"):

- You acknowledge and agree that (i) these Terms are concluded between you and H2H only, and not Apple, and (ii) H2H, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
 - You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
 - In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between H2H and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of H2H.
 - You and H2H acknowledge that, as between H2H and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - You and H2H acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between H2H and Apple, H2H, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
 - You and H2H acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
 - Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

26. **Entire Agreement**

Except as they may be supplemented by a document referenced and incorporated herein or by additional H2H policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between H2H and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any Bookings or Listings of Accommodations made via the Site, Application and Services (excluding Payment Services), and these Terms supersede and replace any and all prior oral or written understandings or agreements

between H2H and you regarding Bookings or listings of Accommodations, the Site, Application, Services, and Collective Content (excluding Payment Services).

27. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without H2H's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. H2H 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.

28. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by H2H by posting to the Site or via the Application.

29. Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the Malaysia, without regard to its conflict-of-law provisions. You and H2H both agree to submit to the jurisdiction of the Courts of Malaysia for any actions for which the parties **retain 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, as set forth below.

30. Dispute Resolution

You and H2H 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 Services or use of the Site, Application or Collective Content (collectively, "**Disputes**") will be settled at the discretion of H2H **EITHER** by binding arbitration **OR** by way of civil litigation in a court of competent jurisdiction. You acknowledge and agree that you and H2H are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and H2H otherwise agree in writing, the arbitrator and/ or the judge 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 clauses related to "Dispute Resolution" will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Any and all disputes, claims or controversies between Guest or the Host and H2H regarding these Terms or the use of the H2H Platform, which are not amicably resolved, shall be settled through binding arbitration by telephone, online or based upon written submissions with the requirement of in-person appearance (if needed) administered by the Kuala Lumpur Regional Centre for Arbitration (KLRCA). The Arbitration Act of 2005 (and to its subsequent amendments, if any) and Arbitration Rules (which are available at <https://klrca.org/arbitration>) will apply to these terms OR by way of civil litigation in a court of competent jurisdiction

Judgment on the award rendered by the arbitrator(s) or the judge may be entered in any court having jurisdiction thereof. Payment of filing, administration and arbitrator OR counsel fees will be as governed by the KLRCA Arbitration Rules OR the Rules of Court 2012.

31. General

The failure of H2H 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 authorized representative of H2H. 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.

32. Third party beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

33. Contacting H2H

If you have any questions about these Terms or any App Store Sourced Application, please contact H2H.