

Accend/H4N Terms of Service

Last Updated: January 25, 2024

## **INTRODUCTION:**

Thank you for your interest in Home4Now (referred to herein as "H4N") and contacting [www.h4n.us](http://www.h4n.us) or one or more of its related websites or mobile apps through which H4N provides apartment rental bookings, reservations and similar related services (collectively referred to herein as "Services"). As used herein, H4N refers to H4N LLC., a Delaware limited liability company, and its subsidiaries, affiliates and related entities. These Terms of Service (together with the Property Rules and Regulations and any other Additional Terms (defined in Section 19.5), (are referred to herein as "Agreement") and the Privacy Policy (defined in Section 19.6) govern your use of the Services and Properties (defined in Section 1). This Agreement is not a lease agreement but is a legally binding contract between you and H4N pertaining to the use of the Services and/or Properties. Failure to use the Services or Properties in accordance with this Agreement may subject you to civil damages and/or criminal penalties.

## **ATTENTION: READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.**

BY ACCEPTING, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES AND/OR PROPERTIES, OR BY EXECUTING A SEPARATE AGREEMENT WITH H4N THAT INCORPORATES THE TERMS HEREOF BY REFERENCE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. OTHERWISE, YOU SHALL HAVE NO RIGHTS OR PRIVILEGES TO USE THE SERVICES AND/OR PROPERTIES.

SECTION 17 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH H4N. IN ADDITION TO OTHER REMEDIES, IT ALSO CONTAINS BOTH A CLASS ACTION AND JURY TRIAL WAIVER. YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST H4N ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU WAIVE YOUR RIGHT TO HAVE A JURY TRIAL.

### **1. SERVICES TO BE PROVIDED BY H4N:**

1.1. Service Overview. H4N provides apartment rental booking and reservation services in certain specifically identified apartment communities located throughout the United States. H4N provides information on physical properties and individual units both managed, owned, licensed, leased, rented, and/or developed by H4N and/or other unrelated owners or managers (referred to herein individually as a "Property" and collectively as "Properties"). You may use the Services to make legitimate reservations for certain Properties for both short-term and long-term rentals (referred to herein as a "Reservation") and to obtain from H4N the express/written permission for you to use such Properties for non-commercial purposes only, for a certain period of time and only in accordance with the terms and conditions of this Agreement. Services include only services provided by H4N, or a third party service provider, to you on or about a Booked

Property (defined in Section 6.2) in connection with your permitted use of the Properties but not the Properties themselves, (referred to herein as "On-Site Services").

1.2. Supplier of Record. Unless otherwise specifically provided, H4N will be the supplier of record with respect to Services. H4N specifically reserves the right, in its sole discretion, to replace any supplier of record at any time and without notice.

2. Eligibility. You must be at least 18 years old to use H4N's Services. By accepting this Agreement, you represent and warrant to H4N that: (a) you are (i) at least 18 years old, are an emancipated minor, or possess legal parental or guardian consent to agree to this Agreement; and (ii) fully able and competent to enter into this Agreement; (b) you have not previously been suspended or removed from H4N's Services or any of the Properties; and (c) your Registration (defined in Section 3) and your use of H4N's Services and/or Properties is and will be in compliance with this Agreement and any and all applicable laws, rules, and regulations. If you are an organization, the individual accepting this Agreement on your behalf represents and warrants that he or she has the authority to bind you to this Agreement and you agree to be bound by all of the terms and conditions hereof.

3. Account Registration. To access certain features of H4N's Services, you may be required to register for an account (referred to herein as "Registration") and/or to enter into a separate agreement, sublease agreement, extended stay agreement, limited use agreement, or other type of agreement or order form signed by H4N and you and made in connection with and part of this Agreement ("Separate Agreement"). As part of Registration, you may be required to provide H4N with information about yourself, such as your name, email address, home address, date of birth, and your automobile make/model/color, license plate number and other contact information. You agree that the information you provide to H4N is accurate and that you will keep it accurate and up to date at all times. You may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify H4N at [reservations@h4n.us](mailto:reservations@h4n.us).

4. Background Checks. For the sake of transparency, safety, fraud prevention, and anti-money laundering purposes, and to the extent permitted by applicable law, H4N may at any time before and/or while you reserve and/or occupy a Property, including without limitation, before and/or during any renewal or extension: (a) require that you and all individuals 18 years of age and older who will be occupying the property ("Adult Occupants") provide H4N with a form of government photo identification or other information sufficient to assist us with undertaking the background checks described in Sections 4(b)-(c); (b) screen you and all Adult Occupants against third party databases or other sources and request reports (e.g., credit checks) regarding you and all Adult Occupants from service providers (if available); and (c) obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks (if available). You and each Adult Occupant hereby specifically consents to H4N undertaking the foregoing background checks and to H4N's processing of the resulting information in accordance with our Privacy Policy (if applicable), including sharing with landlords, property owners, and/or their property managers (all referred to, a "Landlord") the results of background checks for users based in the United States. You understand that H4N's obligation to consummate the booking/reservation of a

Property and your right to occupy the same are specifically contingent upon and subject to receipt by H4N of reports acceptable in its sole and absolute discretion.

5. Fees and Payment. The Services may require you to pay a one-time and/or recurring fee. Before you pay any such fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are non-refundable, unless otherwise expressly provided for herein or in writing by H4N.

5.1. Fees. H4N specifically reserves the right to determine pricing for the Services and any products offered by H4N, including, without limitation, for On-Site Services, or Properties that you may reserve or subscribe to through the Services. H4N will make reasonable efforts to keep pricing information that is published on its website or mobile app up to date but may not necessarily provide all specific pricing information online or through the H4N mobile app. You are encouraged to check the website and/or mobile app periodically for current pricing information. H4N may change any of this pricing information (including by adding applicable taxes, fees or charges) at any time. H4N, in its sole discretion, may make promotional offers with different features and different pricing to any of its customers. These promotional offers, unless made to you, will not apply to you or this Agreement.

5.2. Currency. If you request a reservation or purchase certain Services, including On-Site Services, you will be charged in US dollars.

5.3. Payments/Cancellations: At the time of Registration or reservation/booking you will be required to indicate your Applicable Payment Method (defined in Section 5.3). At the time your reservation is booked/made, H4N will charge your Applicable Payment Method an amount equal to the first month's rent, which shall be refundable but subject however to H4N's cancellation policy as follows and subject to all existing laws, ordinances, rules and regulations in effect from time to time in the jurisdiction where the Property is located: (i) free cancellation up to fourteen (14) days prior to the commencement date of your stay, (ii) twenty five percent (25%) of your deposit will be non-refundable if cancellation occurs between fourteen (14) and seven (7) days prior to the commencement date of your stay, (iii) fifty percent (50%) of your deposit will be non-refundable if cancellation occurs between seven (7) and three (3) days prior to the commencement date of your stay and (iv) one hundred percent (100%) of your deposit will be non-refundable thereafter.

5.4. Authorization. You pre-authorize H4N to charge all applicable sums (including but not limited to any applicable one-time and/or recurring security deposits, reservation fees, rental fees, Service fees, including for On-Site Services, the Damaged Property Fee, and any fees, costs and penalties for overstaying your reservation, and including all applicable Taxes (defined in Section 5.9), which such Taxes may be charged on a different day or time than the sums to which they relate)) for the reservations, and/or other purchases that you make through the Services in accordance with Section 8.7, to the payment method specified in your account or that you otherwise indicate when you submit such reservation or enter into any other agreement to or with H4N (the "Applicable Payment Method") on the date that any such sum is due. Additionally, if the Applicable Payment Method is a credit card, then H4N may seek verification from your credit card account that the credit card is valid and has the necessary funds or credit available to cover your reservation, any security deposit or other purchase, or any potential

Damaged Property Fee or incidentals that may apply. You specifically authorize H4N to place a hold on such credit card for sums sufficient to cover any applicable Damaged Property Fee, Taxes and any other fees that you owe H4N under this Agreement which may be held for a few days following your check-out. To the extent that H4N is charged any service fees in connection with your use of the Applicable Payment Method, you shall be responsible for such fees.

5.5. Modifications. Subject to all existing laws, ordinances, rules and regulations in effect from time to time in the jurisdiction where the Property is located and the terms of this Agreement, once your reservation/booking through H4N has been completed it may not be modified. Notwithstanding, and subject to the prior approval and consent of H4N, once your stay at the Property has begun you may extend the dates of your rental with not less than 10 days prior written notice to H4N. In that event, you will be charged the greater of the applicable Property's then-current market rate or your current rate applicable to your existing reservation, for the modified dates. You will have an opportunity to review and accept any additional fees and/or charges prior to modifying such reservation/booking. In the event you wish to shorten the length of your stay once your stay has begun, you will be required to pay an amount equal to the lesser of two months rental fees, the total rental fees due for the remainder of your stay or the maximum amount permitted by law.

5.6. Repeated Cancellations. If you repeatedly cancel or attempt to cancel confirmed reservations/bookings, H4N reserves the right in our sole discretion to temporarily or permanently suspend or terminate your access to all Services.

5.7. Delinquent Accounts. H4N may suspend or terminate your access to all Services or Properties if any amount associated with your account is due but unpaid. In addition, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

5.8. Taxes. Sales and use tax, VAT, local hotel occupancy tax, tourist tax, city tax, lodging tax, and other indirect taxes ("Taxes") may be imposed on the amount charged for Services, Properties, and other products offered in certain jurisdictions. The actual tax amount charged may vary depending on the rates in effect at the time of your Period of Occupancy (defined in Section 6.2). Certain local governmental agencies may require H4N to collect and remit occupancy taxes based on a percentage of the prices set by H4N, a fixed amount per day, or some other method.

## 6. Services and Booked Properties.

6.1. Limited License to the Services. Subject to your complete and ongoing compliance with this Agreement, H4N grants you, solely for your personal (except as expressly provided in this Section 6.1) and non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile application associated with the Services obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Services. Notwithstanding the foregoing, if permissible under the laws applicable to the Services or any Booked Property, you may use the Services for non-personal use only if you are an organization and only to reserve Properties for or on behalf of your organization's employees, your organization's students,

and/or a third party ("Limited Non-Personal Use"), provided that: (i) you enter into a separate written agreement with H4N that provides additional terms and conditions governing this Limited Non-Personal Use ("Limited Use Agreement") and such use shall be subject to the terms and conditions of this Agreement and the Limited Use Agreement; (ii) you require each employee, student, and/or third party to agree in writing to be bound by this Agreement; and (iii) you remain responsible and liable for all acts and omissions of each such employee, student, and/or third party to the same extent as if such acts and omissions had been undertaken by you.

## 6.2. Use of Booked Properties.

6.2.1 Limited Right to Use Properties. This Agreement shall not provide permission or the right to enter or use any Property that is the subject of your reservation/booking (referred to herein as "Booked Property") unless and until you receive a confirmation from us confirming that the Property has been reserved for your account and you have accepted the terms and conditions of this Agreement. In no event shall you have any right to renewal, extension, or recurring use of the Property, unless a modification of the stay dates has been approved in advance by H4N or except as required by law. You hereby agree to direct any repair, maintenance and other operational questions, requests, or complaints to H4N at [reservations@h4n.us](mailto:reservations@h4n.us) and simultaneously to the landlord or other on-site H4N personnel.

6.2.2. Right to Enter. H4N reserves the right at all times during the Period of Occupancy to enter and to permit other individuals to enter the Property at any time in the following circumstances or for the following purposes, subject to applicable law: (i) in response to your written or verbal request, upon your consent, or as necessary to provide the Services to you; (ii) to investigate, address, or prevent any actual or reasonably suspected or foreseeable past, current, or impending unlawful activity or damage to the Property (you expressly agree that H4N has the right to document by photograph, video, or otherwise any such damage, and/or compliance with this Agreement and compliance with the House Rules that H4N post on our website or which the landlord may impose, which may be updated from time to time (the "House Rules"), subject to and in compliance with the Privacy Policy, during such entry); (iii) to prevent or mitigate bodily harm to you or others that H4N reasonably expect has occurred or may occur; (iv) upon your breach or suspected breach of any provision of this Agreement, provided that H4N gives you prior notice (e.g., by email, phone, text message, or knocking on the door); (v) for any purpose (including for repair and maintenance and to examine or show the same), provided that H4N gives you reasonable notice (e.g., by email, phone, text message, or knocking on the door); (vi) to cooperate with requests from law enforcement officials to enter the Property; (vii) where H4N believes reasonably necessary to protect the personal safety, rights, or property of H4N, you, any third party, or to prevent fraud or other unlawful activity; and/or (viii) at any time that may be necessary or advisable in H4N's sole discretion, such as in the event of an emergency.

6.3. Feedback License to H4N. If you choose to provide suggestions or any other input regarding problems with, proposed modifications or improvements to, or any other aspect of the Services or Properties ("Feedback"), then you hereby grant H4N an unrestricted, worldwide, perpetual, irrevocable, non-exclusive, freely transferable and sublicensable (including through multiple tiers), royalty-free, and fully-paid right and license to exploit the Feedback in any

manner and for any purpose with no obligation or accounting to you, including to improve the Services and Properties and create other products and services.

## 7. Restrictions and Responsibilities.

7.1 Compliance with Law. If you are prohibited under applicable law from using any of the Services or Properties, you may not use them. You understand and agree that you are solely responsible for compliance with any and all laws, rules, and regulations that may apply to your use of the Services and/or Properties. H4N shall comply with the requirements of the Fair Employment and Housing Act and shall not discriminate based upon any of the protected categories covered in such Act where applicable.

7.2. Use of Amenities. You and your occupants, guest(s), visitors, invitees and any other parties to whom you give access to or use of any Property (collectively and individually, "Your Guests") may use only the Property amenities (e.g., fitness room and gym equipment) expressly made available by H4N for the common and joint use of H4N's residents in the applicable Property (collectively, the "Amenities"). Access to such Amenities is not guaranteed and may be limited, revoked, or suspended from time to time. You agree to comply and ensure all of Your Guests' compliance with all applicable rules with respect to your and Your Guests' use of such Amenities. You understand and agree that use of such Amenities may be suspended if you or any of Your Guests violate any such rules. You shall be responsible for any damage to such Amenities that you or any of Your Guests cause. ANY USE OF SUCH AMENITIES IS AT YOUR AND YOUR GUESTS' OWN RISK AND YOU AND YOUR GUESTS RELEASE, DISCHARGE, AND COVENANT NOT TO SUE H4N IN CONNECTION WITH ANY USE OF SUCH AMENITIES. YOU AGREE THAT, AT H4N's REQUEST AT ANY TIME, YOU AND/OR YOUR GUESTS WILL EXECUTE AND DELIVER A COMMERCIALY REASONABLE FORM OF WAIVER AND RELEASE TO CONFIRM THE WAIVER AND RELEASE SET FORTH HEREIN AND THAT YOUR AND/OR YOUR GUESTS' USE OF THE AMENITIES MAY BE CONDITIONED ON YOUR AND/OR YOUR GUESTS' EXECUTION AND DELIVERY OF SUCH WAIVER AND RELEASE.

7.3. Use of On-Site Services. H4N may, but shall not be obligated to, offer On-Site Services for an additional fee from time to time, such as cleaning, babysitting, local tours, parking and special events. If so, offered by H4N and so requested by you, H4N will mutually agree on the dates and times for such services and H4N and/or the applicable third-party service provider shall have the right to enter the Property to perform such services. To the extent that H4N offers and you request or use any such services, you hereby agree to comply and ensure all of Your Guests' compliance with all of the applicable rules with respect to your and Your Guests' use of such services. You understand and agree that your and Your Guests' use of such services may be suspended if you or any of Your Guests violate any such rules. You shall be responsible for any damage that you or any of Your Guests cause. ANY USE OF ON-SITE SERVICES IS AT YOUR AND YOUR GUESTS' OWN RISK AND YOU AND YOUR GUESTS RELEASE, DISCHARGE, AND COVENANT NOT TO SUE H4N IN CONNECTION WITH ANY SUCH SERVICES. YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL

KNOWN AND UNKNOWN CLAIMS. YOU AGREE THAT, AT H4N's REQUEST AT ANY TIME, YOU AND/OR YOUR GUESTS WILL EXECUTE AND DELIVER A COMMERCIALY REASONABLE FORM OF WAIVER AND RELEASE TO CONFIRM THE WAIVER AND RELEASE SET FORTH HEREIN AND THAT YOUR AND/OR YOUR GUESTS' USE OF THE ON-SITE SERVICES MAY BE CONDITIONED ON YOUR AND/OR YOUR GUESTS' EXECUTION AND DELIVERY OF SUCH WAIVER AND RELEASE.

7.3.1 Additional Terms Related to On-site Storage. Certain Properties may offer you and your Guests the use of storage lockers or other secured areas for purposes of storing belongings prior to, during or after your period of occupancy (collectively "On-Site Storage") for a fee. The following terms and conditions apply to your and Your Guests' use of On-Site Storage:

7.3.1.1 On-Site Storage is provided to you and Your Guests alone, as an accommodation and for the fees determined by the landlord, and H4N undertakes no special duties of care with respect to such On-Site Storage.

7.3.1.2 You may use On-Site Storage for storage of your personal items only.

7.3.1.3 You shall not make any alteration to the On-Site Storage facilities without the express written authorization of H4N.

7.3.1.4 H4N shall not be liable for any damages or loss you or Your Guests incur with respect to the items stored in On-Site Storage as a result of theft, disappearance, vandalism, fire, water, leaking pipes, rain, electrical malfunction, explosion, any act of God or any other situation outside of H4N's control. Any loss or damage to, or theft of, your or Your Guests' property must be timely reported to H4N.

7.3.1.5 You and Your Guests are strictly prohibited from storing the following items in On-Site Storage: (i) revolvers, firearms, weapons, copies or imitations of weapons, knives or any other type of handheld weapon, ammunition, illegal drugs, explosives or flammable substances, welding equipment, perishable food substances, chemical, toxic or hazardous materials or any other inherently dangerous substance; (ii) items that are not legal to possess and/or store; and (iii) any other items stored in violation of any order or requirement imposed by any government agency or in violation of any law.

7.3.1.6 All items left in On-Site Storage are subject to inspection and/or examination by H4N or the landlord and/or law enforcement officials at any time and without prior notice to you and your or Your Guests' presence. All personnel of H4N and building security, including, but not limited to, employees, agents, and/or contractors shall be held harmless for performing such duties or following the written or verbal orders of any governmental authority.

7.3.1.7 In the event that you lose your code or there is a malfunction to the entry into the On-Site Storage, we will require positive identification from you before any replacement code or other means of entry is provided.

7.3.1.8 H4N reserves the right at any time to remove any items from On-Site Storage that have been stored in violation of these terms, subject to applicable law.

7.3.2. Additional Terms Related to Parking. Certain Properties may offer you and your Guests space for a personal vehicle in a parking lot during the period of occupancy ("Parking"). Parking may include paid parking ("Paid Parking") and valet parking services. The following terms and conditions apply to your use of Parking:

7.3.2.1. You acknowledge and agree that H4N is not liable for any loss or damage that may occur to you or your Guests' vehicle(s) or possessions while parked in those parking facilities, including, without limitation, damage to, destruction, or theft of the parked vehicle or movable/built-in property in the vehicle or items mounted to or on the vehicle. You must notify H4N immediately of any damage to your or Your Guests' vehicle(s) or possessions.

7.3.2.2. You and/or Your Guests may utilize parking starting on the first day of your period of occupancy and ending on the last day of your period of occupancy.

7.3.2.3. After expiration of your period of occupancy, H4N may have your or your Guests' vehicle removed from the parking area at your expense.

7.3.2.4. Vehicles may only be parked within designated parking spaces. They may not be parked in the areas reserved permanently for others and marked as such. H4N is authorized to remove your or Your Guests' vehicle that has been improperly parked at your expense.

7.3.2.5. The following terms apply to paid parking: (i) if available, paid parking must be reserved in advance for the entire period of occupancy; and (ii) paid parking is non-refundable and valid only for the period of occupancy. H4N may change the terms in this paragraph at any time in its sole discretion.

7.3.2.6. Where you or Your Guests utilize the services of a valet or other third-party to transport your or Your Guests' vehicle to or within a parking facility, H4N is not liable for any loss or damage that may occur to you or Your Guests' vehicle or its contents while the vehicle is in the possession of such third-party, including, without limitation, damage to, destruction or theft of the vehicle or movable/built-in property in the vehicle or items mounted to or on the vehicle.

7.4. Obligation to Maintain. You shall keep all interior portions of the Booked Property, and all furniture and decorations within the Booked Property, in good, clean, and sanitary condition, including free from all pests (such as, without limitation, bedbugs, cockroaches, mice and rats), and in proper working order throughout the applicable period of occupancy. Should any component fail to operate (including any appliance, plumbing, electrical, etc.), it is your responsibility to promptly contact H4N at [reservations@h4n.us](mailto:reservations@h4n.us), the landlord and any on-site H4N representatives as soon as a problem is detected.

7.5. Prohibited Conduct. In addition to all other rules and restrictions contained in the Agreement (including in any additional terms such as those in supplemental agreements and/or House Rules), in connection with your use of the Services and Properties, you may not and you agree that you will not (except and solely to the extent such restriction is impermissible under applicable law):

7.5.1. Use the Services or any Property for any illegal purpose or in violation of any local, state, national, or international law (e.g., you may not use your, H4N.s, or a third-party Internet

connection or device on any Properties to illegally download or share files through BitTorrent, other peer-to-peer protocols, or otherwise);

7.5.2. Impersonate any individual or organization, or falsify or otherwise misrepresent yourself (including your age or date of birth) or your affiliation with any individual or organization;

7.5.3. Register for more than one H4N account or register on behalf of an individual other than yourself, except as expressly permitted under any separate agreement between you and H4N;

7.5.4. Use the Services or any Property for any commercial or other purpose that is not expressly permitted under this Agreement (for the avoidance of doubt, you may not resell or transfer to any other individual or organization any reservation or subscription you make or enter into with H4N, except as expressly permitted under any separate agreement between you and H4N), or make false, fraudulent, or speculative reservations or subscriptions;

7.5.5. Reproduce, distribute, publicly display, or publicly perform any aspect of the Services or make modifications to any aspect of the Service or any Property;

7.5.6. Bring into or onto any Property any illegal, dangerous or hazardous substance or item (including items that are likely to increase the risk of fire or explosion) or any firearms and other weapons (except those rightfully possessed by law enforcement officials or licensed security guards);

7.5.7. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;

7.5.8. Use, display, mirror, or frame any aspect of the Services including any layout or design of any webpage or form contained therein), our name, or any of H4N's trademarks, logos, or other proprietary information, without H4N's express written consent;

7.5.9. Copy, store, or otherwise access any information accessible through the Services or any Property for purposes not expressly permitted under this Agreement;

7.5.10. Use manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," or "spider" any web pages or other services contained in the Services or to otherwise collect information or interact with the Services;

7.5.11. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, in one or more downloads, a collection, compilation, database, directory, or the like, whether by manual or automated methods;

7.5.12. Interfere or tamper with, circumvent, damage, or test the vulnerability of any aspect of the Services or Properties (including any physical item therein), whether by manual or automated methods, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing of email address information, or similar methods or technology;

7.5.13. Infringe, misappropriate, or violate the rights of any individual or organization, including their intellectual property rights (including rights to trade secrets and moral rights), or their privacy, publicity, confidentiality, contractual, property, or other rights;

7.5.14. Use the Services or any Property to transmit, distribute, post, or submit any information concerning any other individual or organization without such individual's or organization's permission, including photographs, personal contact information, or credit, debit, calling card, or other account numbers;

7.5.15. Engage in any conduct that: (i) would give rise to civil liability; (ii) is fraudulent, false, misleading, or deceptive; (iii) is defamatory, obscene, pornographic, vulgar, or offensive; (iv) promotes or constitutes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group or otherwise threatens or embarrasses any individual or group; (v) is violent or threatening or promotes violence or actions that are threatening to any other individual or organization; (vi) promotes illegal or harmful activities or substances; or (vii) is restricted or prohibited by or under any of our additional terms provided for in additional agreements;

7.5.16. Perform any activity or create any condition in or on any Booked Property, amenities, or Property that could create a nuisance, annoyance, or disturbance to any other residents or neighbors of surrounding properties.

7.5.17. Attempt to do any of the foregoing or assist or advocate, encourage, permit, or assist any third party (including Your Guests) in doing any of the foregoing.

## 7.6. Safety Features.

7.6.1. Safety Features for All Bookings/Reservations. You acknowledge and agree that the Properties may contain certain safety features such as smoke detectors, smoking detectors, carbon monoxide detectors, fire alarms, or sound level monitoring units as may be required by law. You consent to H4N's use of these safety features, you agree not to interfere or tamper with these features (as prohibited under Section 7.5.12), and you shall be responsible for testing any such safety features (except any sound level monitoring units) weekly and immediately reporting any problems or need for maintenance or repairs to H4N, the Landlord and any on-site H4N representative. If battery operated, you are responsible for changing the (e.g., smoke detectors or fire alarms) battery as necessary, or immediately reporting to H4N, the landlord and any on-site H4N representative, the need for assistance in changing such battery. H4N and/or the landlord shall have a right to enter the Property to check and maintain these safety features as provided by law. It is expressly understood that you must not, at any time, disable or remove any installed safety feature, and to do so shall be considered a material breach of this Agreement and will be just cause for termination of this Agreement and your removal from the Property.

7.6.3. Security. You acknowledge and agree that certain security measures may be provided by H4N and/or the landlord in connection with the Properties. Each reserves the right to commence, expand, reduce or discontinue any such security measures at any time without notice to you.

7.7. Damaged Property. You are responsible for leaving any Property including the Booked Property in the same condition it was in when you arrived and for following all related additional terms applicable to your stay at a Booked Property. You acknowledge and agree that you are responsible for you, your guests', and your and their pets' own acts, omissions, negligence, and willful misconduct. If H4N or the landlord reasonably believe that you, your guests, or your or

their pets have damaged a Booked Property or any Property or damaged or removed or stolen any physical item therein ("Damaged Property"), H4N and/or the landlord will provide you with reasonable notice and evidence of such damage or suspected removal or theft and will give you two (2) business days to respond to its claim. After this time period, H4N or the landlord will be automatically entitled to charge the Applicable Payment Method for the full amount of any lost revenue that we incur as a result of the Damaged Property and the full amount of the greater of the costs and fees actually incurred by us or that we reasonably expect to incur for fixing or replacing the Damaged Property (which may include replacing damaged items with equivalent items) ("Damaged Property Fee"). Additionally, if you, your guests, or your or their pets have damaged a Booked Property or any Property or damaged or removed or stolen any physical item therein H4n and/or the landlord may terminate this Agreement and remove you and any and all of your guests from the Booked Property and any Property. H4N and/or the landlord reserve at all times the right to fix the Damaged Property in the manner of its choosing and to pursue in its sole discretion any and all avenues available to us to collect from you the Damaged Property Fee. For example, we may exercise the foregoing right by fixing the Damaged Property over an extended period of time, charging the Applicable Payment Method the sum total of the Damaged Property Fee up front or in installments, or by making one or more claims under your homeowner's, renter's, and/or other insurance policy, and you agree to cooperate with and assist in good faith, and to provide such information as may reasonably requested in order to successfully make such claim.

7.8. Your Personal Items. Neither H4N nor the landlord are responsible for any of your property or personal items (collectively, "Personal Items") either during the term of this Agreement or that you may leave in any of the Properties after the expiration or earlier termination of this Agreement. Prior to the expiration of the applicable Period of Occupancy, you must remove all of your Personal Items from all applicable Booked Properties and any Property. If you have not done so, and after using commercially reasonable efforts to provide you with reasonable notice, H4N or the landlord will be entitled to remove, store, and/or dispose of any Personal Items remaining in any of our Properties in accordance with applicable law, and you waive any claims or demands regarding such Personal Items or the handling of them. You will be responsible for paying any fees reasonably incurred regarding such removal, storage, and/or disposal. H4N strongly recommend that you consider obtaining renter's insurance or personal property insurance to protect against any damage to or loss of your Personal Items.

7.9. Investigation and Prosecution. H4N reserves at all times the right to investigate and prosecute any breach of any provision of this Agreement to the fullest extent of the law. H4N may involve and cooperate with law enforcement authorities in prosecuting users who breach any provision of this Agreement. You acknowledge that H4N has no obligation to monitor your access to or use of the Services or Properties but has the right to do so for the purpose of operating the Services, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

8. Ownership; Proprietary Rights. The Services are owned and operated by or through H4N. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the

Services ("Materials") provided by or through H4N are protected by intellectual property and other laws. All Materials included in the Services are H4N's and/or our third-party licensors' property. Except as expressly authorized by H4N, you may not make use of the Materials. H4N reserves all rights to the Materials not granted expressly in this Agreement.

9. Third-Party Terms. H4N may provide tools or features through the Services that enable you to interact with, including export information to, third-party websites or services, including through features that allow you to link your H4N account with an account on a third-party website or service, such as Twitter, Facebook, or a third-party payment processor, or through H4N's implementation of third-party buttons (such as "like" or "share" buttons). By using one of these tools or features, you agree that H4N may transfer such exported information to the applicable third-party website or service. Third-party websites and services are not under H4N's control, and, to the fullest extent permitted by law, H4N is not responsible for any third-party service's use of your exported information. You acknowledge and agree that such interactions with third-party websites or services may be governed by one or more third parties' terms, conditions, and/or policies.

#### 10. User Content.

10.1. User Content Generally. Certain features of the Services may permit users to submit content to the Services, including messages, reviews, ratings, and other types of works ("User Content") and to publish User Content on the Services. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Services.

10.2. Ratings and Reviews. Within a certain timeframe after completing a reservation, you and other users may provide H4N with a public review ("Review") and/or rating ("Rating") regarding your or such other user's experience with the Services or at a Booked Property. Reviews and Ratings reflect the opinions of the individual or entity that leaves such Review or Rating, do not reflect H4N's opinion, and may be incorrect or misleading. H4N may, but is not obliged to, verify any Reviews or Ratings for accuracy. You acknowledge and agree that if you provide a Review or Rating, such Review or Rating must be accurate, may not contain any offensive or defamatory language, may be surfaced anywhere (including publicly) on the Services or a third-party service as permitted by H4N, and constitute "User Content."

10.3. Limited License Grant to H4N. By providing User Content to or via the Services, you grant H4N an unrestricted, worldwide, perpetual, irrevocable, non-exclusive, freely transferable and sublicensable (including through multiple tiers), royalty-free, and fully-paid right and license to exploit the User Content, in whole or in part, in any manner (including in any language or any media formats and through any media channels now known or hereafter developed) and for any purpose with no obligation or accounting to you.

10.4. User Content Representations and Warranties. H4N disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Services. By providing User Content via the Services, you affirm, represent, and warrant that:

10.4.1. You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize H4N and our sublicensees to use and distribute

your User Content as necessary to exercise the licenses granted by you in this Section 10, in the manner contemplated by us, the Services, and this Agreement;

10.4.2. Your User Content, and the use of your User Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, or misappropriate any third party's right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other individual or organization; or (iii) cause us to violate any law, rule, or regulation; and

10.4.3. Your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

10.5. User Content Disclaimer. H4N is under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content. H4N may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in H4N's sole judgment violates this Agreement or is otherwise objectionable. You understand that when using the Services, you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against H4N with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to this Agreement, H4N may investigate the allegation and determine in its sole discretion whether to remove the User Content, which H4N reserves the right to do at any time and without notice. For clarity, we do not permit copyright-infringing activities on the Services.

10.6. Monitoring Content. H4N does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Services by its users. You acknowledge and agree that H4N reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes. If at any time H4N chooses to monitor the content, it still assume no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with H4N's Privacy Policy (if applicable).

11. Digital Millennium Copyright Act; DMCA Notification. H4N complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

H4N LLC

ATTN: CEO

1701 Pennsylvania Avenue, Suite 200

Washington, DC 20006

Email: [reservations@h4n.us](mailto:reservations@h4n.us)

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

11.1. an electronic or physical signature of the individual authorized to act on behalf of the owner of the copyright or other right being infringed;

11.2. a description of the copyrighted work or other intellectual property that you claim has been infringed;

11.3. a description of the material that you claim is infringing and where it is located on the Services;

11.4. your address, telephone number, and email address;

11.5. a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

11.6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

12. Modification of this Agreement. H4N reserves the right to change this Agreement (including any of the additional terms in accordance with those additional agreements and applicable law) on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, H4N may require that you accept the modified Agreement in order to continue to use the Services or any Properties. Material modifications are effective upon your acceptance of the modified Agreement and H4N will provide you with reasonable notice prior to such changes taking effect. Please discontinue using the Services and any Property if you do not agree to these changes. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 12, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement.

13. Term, Termination and Modification of the Service.

13.1. Term.

13.1.2. Term for Reservations. This Agreement, as applicable to your reservation/booking and related Services and Properties, is effective beginning when you accept it by making a reservation/booking, first download, install, otherwise access it or use the Services or Properties covered by the reservation/booking, whichever shall first occur, and its term ends when the Agreement is terminated as described in Section 13.2.

13.2. Termination. To the maximum extent permitted by applicable law, if you violate any provision of this Agreement all of the licenses to you, any permission to use any Property, (including any Booked Property), the Period of Occupancy, and this Agreement (which includes any still active reservations/bookings) automatically terminate without notice to you and, in

addition to the remedies in Section 13.3, H4N reserves all rights and remedies available to it at law and equity including, without limitation, the right to remove you and your guests from any Property. In addition, H4N may, in its sole discretion, subject to compliance with all applicable law, terminate this Agreement or your account on the Services, or suspend or terminate your access to the Services, at any time for any reason or no reason, with or without notice.

13.2.1. Termination by You. You may terminate your account and this Agreement, except as to pending reservations/bookings, at any time by contacting [reservations@h4n.us](mailto:reservations@h4n.us) and requesting that your account be deleted. As to pending reservations/bookings, your account may be cancelled only after the same have been completed and the period of occupancy expired.

13.3. Effect of Termination. Upon termination of this Agreement: (a) all of H4n applicable licenses to you, any permission or right to use the applicable Properties hereunder, and all applicable periods of occupancy automatically terminate and you must immediately cease all use of the applicable Services and, subject to applicable law, the applicable Properties; (b) you will no longer be authorized to access your account or the applicable Services or, subject to applicable law, any applicable Properties; (c) you must pay H4N any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5, 6.3, 7, 8, 9, 10, 13.3, 14, 15, 16, 17, 18 and 19 will survive.

13.4. Modification of the Service.

13.4.1. Modification of the Services or Reservations. H4N reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services such as any of our product or Property offerings, but not as to a Booked Property during the period of occupancy, temporarily or permanently, without notice to you. H4N will have no liability for any such change to or discontinuation of the Services.

14. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Services and Properties, and you will defend and indemnify H4N and our officers, directors, employees, contractors, consultants, affiliates, subsidiaries, agents, and Landlords (and their property managers, service providers, and agents) (individually a "H4N Entity" and collectively the "H4N Entities") from and against every claim brought by a third party, and any related liability, direct or indirect damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your, Your Guests', and/or your or their pets' use of, or misuse of, the Services or your, Your Guests', and/or your or their pets' use, occupation, or misuse of the Properties; (b) your or Your Guests' breach or violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law, rule, or regulation (including those put in place by Landlords from time to time); (c) your or Your Guests' infringement, misappropriation, or violation of any third party's right, including any intellectual property rights (including rights to trade secrets and moral rights), or any privacy, publicity, confidentiality, contractual, property, or other rights; (d) any dispute or issue between you and/or Your Guests and any third party; or (e) any injury, death, or damages sustained by any individual or entity, or to the property of the same (including any pets), where such injury, death, or damage is caused by your, Your Guests', or your or their pets' acts or omissions. H4N reserve the right, at H4N's own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your

indemnification obligations with respect to that matter), and in that case, you agree to cooperate with H4N's defense of those claims.

#### 15. Disclaimers; No Warranties.

15.1. THE SERVICES, PROPERTIES, AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES AND PROPERTIES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. H4N DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, PROPERTIES, AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE AND PROPERTIES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

15.2. H4N DOES NOT WARRANT THAT THE SERVICES, PROPERTIES, MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES AND PROPERTIES, OR ANY PORTION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND H4N DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

15.3. H4N DOES NOT MAKE ANY WARRANTY REGARDING THE QUALITY OF ANY ASPECT OF THE SERVICES, PROPERTIES, OR MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES OR PROPERTIES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE FOREGOING.

15.4. YOU UNDERSTAND AND AGREE THAT H4N SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OF ANY THIRD PARTY (INCLUDING PETS) OR ANY CONDITION OR CIRCUMSTANCE (E.G., CONSTRUCTION) OUTSIDE A PROPERTY. FOR THE AVOIDANCE OF DOUBT, YOU UNDERSTAND AND AGREE THAT H4N IS NOT RESPONSIBLE FOR ANY AND ALL CLAIMS RESULTING FROM THE MISCONDUCT OF ANY LANDLORD, PROPERTY OWNER, PROPERTY MANAGER, OTHER GUEST OR RESIDENT AND THAT SUCH CLAIMS ARE TO BE BROUGHT AGAINST SUCH LANDLORD, PROPERTY OWNER, PROPERTY MANAGER, OTHER GUEST OR RESIDENT DIRECTLY.

15.5. OTHER THAN AS SET OUT IN SECTION 16 BELOW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES, PROPERTIES, ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES OR PROPERTIES, OR ANY H4N ENTITIES WILL CREATE ANY WARRANTY REGARDING ANY OF THE FOREGOING THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. OTHER THAN AS SET OUT IN SECTION 16 BELOW, H4N IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES, PROPERTIES, OR ANY OTHER USER, OR ANY GUESTS, INVITEES, OR PETS, OF THE SAME. YOU UNDERSTAND AND AGREE THAT YOU USE ANY ASPECT OF THE SERVICES AND PROPERTIES AT YOUR OWN DISCRETION AND RISK, AND THAT H4N IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR ANY PHYSICAL BELONGINGS USED IN CONNECTION WITH YOUR USE OF THE SERVICES OR PROPERTIES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT, OR ANY LOSS, DAMAGE, OR THEFT OF ANY OF YOUR PROPERTY OR THE PROPERTY OF YOUR

GUESTS OR OTHERS KEPT OR STORED IN OR ABOUT THE PROPERTIES OR ANY PERSONAL INJURY OR DEATH OR PET INJURY OR DEATH.

15.6. H4N DOES NOT CONTROL ANY FEES THAT MAY BE CHARGED TO YOU BY ANY THIRD PARTY RELATING TO ON-SITE SERVICES OR H4N'S COLLECTION OF ANY FEES THAT YOU OWE US UNDER THIS AGREEMENT, AND H4N DISCLAIMS ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

15.7. H4N MAY USE THE SERVICES OF A REAL ESTATE BROKER, AGENT, REFERRAL SERVICE OR SIMILAR PARTY (THE "BROKER"). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE BROKER SOLELY REPRESENTS H4N AND HAS NO OBLIGATION OR DUTY TO YOU, EXCEPT AS REQUIRED BY LAW AND UNLESS OTHERWISE AGREED IN WRITING BY YOU AND H4N. IN EITHER CIRCUMSTANCE, YOU HAVE THE SOLE OBLIGATION TO PROTECT YOUR INTERESTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE BROKER SHALL HAVE NO EXPRESS OR IMPLIED RIGHT OR AUTHORITY TO CREATE ANY OBLIGATION ON BEHALF OF H4N OR BIND H4N TO ANY CONTRACT, AGREEMENT OR UNDERTAKING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE BROKER WILL CREATE ANY OBLIGATION, REPRESENTATION OR WARRANTY BY H4N.

15.8. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. H4N DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT H4N IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

15.9. "H4N", AS USED IN THIS SECTION 15 (EXCEPT FOR SECTION 15.4), REFERS TO H4N AS WELL AS THE APPLICABLE LANDLORD(S), PROPERTY OWNER(S), AND PROPERTY MANAGER(S) AND ITS AND THEIRS RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, OFFICERS, DIRECTORS, MEMBERS OR PARTNERS.

#### 16. Limitation of Liability.

16.1.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY H4N ENTITY BE LIABLE TO YOU OR YOUR GUESTS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REPUTATION, GOODWILL, INCOME, SALES, REVENUE, BUSINESS, ANTICIPATED SAVINGS, OR DATA, OR FOR BUSINESS INTERRUPTION, WASTED MANAGEMENT OR OFFICE TIME, PROCUREMENT FOR SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE OR INDIRECT LOSS, WHETHER OR NOT ANY H4N ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

16.1.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) YOUR AND YOUR GUESTS' USE OF THE SERVICES, ON-SITE SERVICES, PROPERTIES, AND ANY MATERIALS, CONTENT, FURNISHINGS, AND EQUIPMENT AVAILABLE IN OR THROUGH THE SERVICES, ON-SITE SERVICES, OR PROPERTIES IS AT YOUR AND YOUR GUESTS' OWN RISK; AND (II) IN NO EVENT WILL ANY H4N ENTITY BE LIABLE TO YOU OR YOUR

GUESTS FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO YOUR OR YOUR GUESTS' ACCESS TO OR USE OF, OR YOUR OR YOUR GUESTS' INABILITY TO ACCESS OR USE, THE SERVICES, ON-SITE SERVICES, PROPERTIES, OR ANY MATERIALS, CONTENT, FURNISHINGS, OR EQUIPMENT AVAILABLE IN OR THROUGH THE SERVICES, ON-SITE SERVICES, OR PROPERTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY H4N ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. ANY USE OF THE SERVICES, ON-SITE SERVICES, PROPERTIES, OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES OR PROPERTIES IS AT YOUR AND YOUR GUESTS' OWN RISK AND YOU AND YOUR GUESTS RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANY H4N ENTITIES IN CONNECTION WITH ANY SUCH USE.

16.1.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE H4N ENTITIES TO YOU AND YOUR GUESTS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE USE OF OR ANY INABILITY TO USE ANY SERVICES, ON-SITE SERVICES, PROPERTIES, OR ANY MATERIALS, CONTENT, FURNISHINGS, OR EQUIPMENT AVAILABLE IN OR THROUGH THE SERVICES, ON-SITE SERVICES, OR PROPERTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO H4N FOR ACCESS TO AND USE OF THE SERVICES, ON-SITE SERVICES, AND PROPERTIES IN THE SIX (6) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM; OR (B) \$100.

16.1.4. YOU ACKNOWLEDGE AND AGREE THAT EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT WITH RESPECT TO THE BENEFITS DERIVED. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND IS A SPECIFIC INDUCEMENT FOR US TO ENTER IN THIS AGREEMENT. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 17. Dispute Resolution.

17.1. Generally. In the interest of resolving disputes between you and H4N in the most expedient and cost-effective manner you and H4N agree to initially try to resolve all issues directly with each other prior to initiating any formal proceedings. H4N is committed to working with you to reach a reasonable resolution. You and H4N agree that good faith informal efforts to resolve disputes can result in a prompt, low-cost and mutually beneficial outcome. You and H4N therefore agree that before either party commences any formal action, we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any such dispute. Nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to bring an individual action in any court having jurisdiction, to include

enforcement actions through the applicable federal, state, or local agency if that action is available, injunctive relief or intellectual property infringement claims.

17.2. Waiver of Jury Trial. YOU AND H4N HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JURY.

17.3. Waiver of Class and Other Non-Individualized Relief. YOU AND H4N AGREE THAT, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE LITIGATED OR ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

## 18. Governing Law and Jurisdiction

18.1. This Agreement is governed by the laws of the State of New York without regard to conflict of law principles. You and H4N submit to the personal and exclusive jurisdiction of the state and federal courts located in New York City, New York for resolution of any lawsuit or court proceeding permitted under this Agreement.

## 19. Miscellaneous.

19.1. General Terms. This Agreement, together with the Privacy Policy (if applicable) and any other agreements expressly incorporated by reference into this Agreement, is the entire and exclusive understanding and agreement between you and H4N regarding your use of the Services and Properties, and supersedes any previous marketing information, representations or agreements of any kind or nature between the parties relating to the subject matter hereof and whether recorded in writing, or otherwise. You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent, which may be withheld if, for example, we reasonably determine that the potential assignee or transferee is, or is likely to be, a competitor of us, or appears unwilling to or incapable of strictly complying with this Agreement. We may assign or transfer this Agreement, in whole or in part, at any time without notice or consent. The failure to require performance of any provision of this Agreement will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. The waiver by us of any provision of the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of the Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen our right to insist upon your performance of all the provisions of the Agreement or support a claim of detrimental reliance by you. The specification in the Agreement of certain acts or omissions as bases for removing you from any Property shall not be construed as limiting our rights to remove you for any other reason allowed by applicable law. Our acceptance of a partial payment of any fees or other amounts owed to us pursuant to this Agreement will not constitute a waiver of our right to the full amount due, nor will our acceptance of fees or other amounts owed to us pursuant to this Agreement paid late ever constitute a waiver of our right to

terminate this Agreement and remove you from any Property for such habitual late payment. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. Nothing in this Agreement will affect your statutory rights as a consumer. Throughout this Agreement the use of the word "including" means "including but not limited to". If any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

19.2. Third Party Rights. This Agreement is between you and H4N. Except where otherwise provided for in this Agreement or in any related agreement, no other person shall have any rights to enforce any of its terms.

19.3. Additional Terms. Your use of the Services and Properties is subject to all additional terms, policies, rules, guidelines, or instructions applicable to the Services or Properties or certain features of the Services or Properties that we may post on, link to from, or provide you with in writing (e.g., by email, text message, uploaded to the H4N website or mobile app or posted at or provided in the applicable Property) including through the Service or applicable Property, including and all exhibits, attachments, and addenda thereto, confirmations and House Rules available at <https://www.H4N.us>. All additional terms are incorporated by this reference into, and made a part of, this Agreement.

19.4. Privacy Policy. Your use of the Services and Properties is also subject to our Privacy Policy that is posted on our website, as it may be updated from time to time (our Privacy Policy). Please read the Privacy Policy carefully for information relating to the collection, use, storage, disclosure of your personal information. By accepting this Agreement, you agree to the sharing of your personal information in compliance with the Privacy Policy and all applicable law, for the purpose of and in connection with providing the Services to you.

19.5. Consent to Electronic Communications. By using the Services and Properties, you acknowledge that the Services include certain electronic communications from H4N such as SMS text communications and as further described in our Privacy Policy (if applicable) and you consent to receiving such electronic communications. Please read our Privacy Policy to learn more about electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that H4N sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing. H4N provides concierge support and other services for our guests via SMS on an opt in basis.

19.6. Contact Information. You may contact us at 1701 Pennsylvania Avenue, Suite 200, Washington Dc 20006. If you have a question or complaint, you may contact us by sending correspondence to that address or by contacting us at [reservations@h4n.us](mailto:reservations@h4n.us) .

19.7. No Support. H4N is under no obligation to provide support for the Services or Properties. In instances where we may offer support, the support will be subject to published policies.

19.8. Force Majeure. H4N will not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond H4N's reasonable control including but not

limited to severe weather, power, or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war, civil unrest, or other similar events of "force majeure".

19.9. Attorneys' Fees and Expenses. If H4N is required to engage legal counsel to enforce the conditions of this Agreement, to collect any amounts due, to remove you or your belongings from a Property, you shall be responsible for all lawyers' fees and expenses incurred in connection with the foregoing.

20. United States Export Control & Foreign Assets Control Regulations. You hereby confirm that you are not included on the United Nations list of sanctioned persons or the United States Treasury Department's Office of Foreign Assets Control list of specially designated nationals and blocked persons (the "OFAC SDN List"). If you are entering into this Agreement on behalf of an entity or organization, you hereby certify that such entity or organization (i) is not owned or controlled by the government of any country that is subject to an economic embargo maintained by the United States Government; (ii) is not headquartered in any such embargoed country or region; and (iii) is not owned or controlled by any person or legal entity listed on the OFAC SDN List.

21. Notice Regarding Apple. This Section 21 applies only to the extent you are using H4N's mobile application on an Apple-branded product ("App"). You acknowledge that this Agreement is between you and H4N only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services or the content thereof. The license granted to you in Section 6.1 of this Agreement with respect to the App is limited to your use of such App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing. Apple has no obligation to furnish any maintenance and support services with respect to the Services. If the Services fail to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and/or discharge of any third-party claim that the Services and/or your possession and use of the Services infringe on a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.