

Last Updated: 12 March 2023

Thank you for using IhaveRoom!

These Terms of Service (“**Terms**”) are a binding legal agreement between you and IhaveRoom that govern your right to use the websites, applications, and other offerings from IhaveRoom (collectively, the “**IhaveRoom Platform**”). When used in these Terms, “**IhaveRoom**,” “**we**,” “**us**,” or “**our**” refers to the IhaveRoom entity IhaveRoom LLC, Co, 20150 279/41 Moo 12, Banglamung, Chonburi province, Thailand with whom you are contracting.

The IhaveRoom Platform offers an online venue that enables users (“**Users**”) to publish, offer, search for, and book services. Users who publish and offer services are “**Hosts**” and Users who search for, book, or use services are “**Guests**.” Hosts offer accommodations (“**Accommodations**”). You must register an account to access and use many features of the IhaveRoom Platform, and must keep your account information accurate. As the provider of the IhaveRoom Platform, IhaveRoom does not own, control, offer or manage any Host Services. IhaveRoom is not a party to the contracts entered into directly between Hosts and Guests, nor is IhaveRoom real estate broker. IhaveRoom is not acting as an agent in any capacity for any User. **To learn more about IhaveRoom role see Section 16.**

We maintain other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data.

If you are a Host, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Host Services.

Guest Terms

1. Our Mission.

Our mission is to create a world without borders. Hosts can accommodate Guests without addition commission. Guests can find accommodation according to their needs and payment level. Learn more about available Accomodations by reviewing the description and photos, the Host profile, and Guest reviews. If you have questions, just message the Host.

2. Searching and Booking on IhaveRoom.

2.1 Searching. You publish your Accomodation search advertisement using criteria like the type of accomodation, travel destination, travel dates, and number of guests. Hosts find your advertisement on their relevance to your search and other criteria. Relevance considers factors like price, availability, Host requirements (e.g. minimum or maximum nights), and more. Hosts have 2 options to contact you: tap “Offer Accomodation” button which will allow to publish their accommodation offer under your advertisement which will be public and visible for all other users. Both parties can leave public negotiation messages. All offers from the Hosts who tapped the “Offer Accomodation” button will be listed below the Guest Advertisement. And all parties can negotiate offer better conditions. The other option is tap Contact button and go to private conversation via Whatsapp or Viber messengers and continue conversation in private.

2.2 Booking. If you like the offered Accommodation you tap Contact messenger button and negotiate in private conversation on your own responsibility. The IhaveRoom platform does not earn money, receive payment and does not represent any of the parties neither Host nor Guest being only a classified.

2.3 Accommodation Reservations. All reservations and negotiations are on responsibility of the Users. IhaveRoom application is only a free platform for finding Accommodation or searching for Guests not representing any of the parties.

3. Cancellations, Travel Issues, Refunds and Booking Modifications.

3.1 Cancellations, Travel Issues, and Refunds. All cancellations, travel issues, and refunds are on responsibility of the Users. IhaveRoom application is only a free platform for finding Accommodation or searching for Guests not representing any of the parties.

3.2 Booking Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the IhaveRoom Platform to make on their behalf ("**Booking Modifications**"), and agree to negotiate all the modifications associated with any Booking Modification by themselves.

4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Accommodation.

4.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the IhaveRoom Platform and any Content, including your stay at any Accommodation, or any other interaction you have with other Users whether in person or online. This means it is your responsibility to investigate a Host Service to determine whether it is suitable for you. For example, Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services.

Host Terms

5. Hosting on IhaveRoom.

5.1 Host. As a Host, IhaveRoom offers you the right to use the IhaveRoom Platform to share your Accommodation with our vibrant community of Guests - and earn money doing it or do it for free on your wish. It's easy to create an Accommodation Listing and you are in control of how you host - set your price, availability, and rules for each Listing.

5.2 Contracting with Guests. When you accept a booking request, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing or private negotiation. You agree to act according to the law of the country where the Accommodation is located. IhaveRoom platform is not responsible for neither the Guests nor the Hosts actions giving only conditions to find each other for free.

5.3 Independence of Hosts. Your relationship with IhaveRoom is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of IhaveRoom. IhaveRoom does not direct or control your Host Service, and you agree that you have complete discretion whether and when to provide Host Services, and at what price and on what terms to offer them.

6. Managing Your Accommodation Listing.

6.1 Creating and Managing Your Listing. The IhaveRoom Platform provides tools that make it easy for you to set up and manage a Listing. When you open IhaveRoom application you first choose a mode: Host mode or Guest Mode. After choosing a Host mode you can add and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price and any rules or requirements that apply to your Guests or Listing. You are responsible for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You may only maintain one Listing per Accommodation, but may have multiple Listings for a single property if it has multiple places to stay. You can post several Accommodation Listings.

6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases, or homeowner and condominium association rules, restrict or prohibit subletting, short-term rentals and/or longer-term stays. Some cities have zoning or other laws that restrict the short-term rental of residential properties. Some jurisdictions require Hosts to register, get a permit, or obtain a license before providing certain Host Services (such as short-term rentals, longer-term stays, preparing food, serving alcohol for sale, guiding tours, or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. Check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms. If you have questions about how local laws apply you should always seek legal advice.

6.3 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You are responsible for all payments from the Guests if any.

6.5 Hosting as a Team or Organization. If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is

established. If you perform other functions, you represent and warrant that you are authorized to perform those functions.

6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the IhaveRoom Platform, offering Host Services, or any interaction you have with other Users whether in person or online. You agree that you have had the opportunity to investigate the IhaveRoom Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by IhaveRoom.

7. Cancellations, Travel Issues, and Booking Modifications.

7.1 Cancellations and Travel Issues. All cancellations or travel issues you discuss with the Guest on your own responsibility.

7.2 Booking Modifications. Hosts and Guests are responsible for any Booking Modifications they agree to make via the IhaveRoom Platform on your own and agree to pay any additional amounts, fees or taxes associated with a Booking Modification on your own responsibility. IhaveRoom platform gives only opportunity to find each other and does not interact with neither of the parties in the terms of their services.

8. Taxes.

8.1 Host Taxes. As a host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("**Taxes**").

8.2 Collection and Remittance by IhaveRoom. IhaveRoom platform does not collect any payment.

8.3 Tax Information. IhaveRoom does not collect and taxes from Users.

General Terms

9. Reviews.

After each Host Service, Guests and Hosts will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates the law. Reviews are not verified by IhaveRoom for accuracy and may be incorrect or misleading.

10. Content.

Parts of the IhaveRoom Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant IhaveRoom a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy

Policy describes how we use that personal information. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant IhaveRoom the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with our Content Policy and Nondiscrimination Policy, which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Airbnb may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. IhaveRoom does not guarantee the accuracy or quality of translations and Users are responsible for confirming the accuracy of such translations.

11. Fees.

IhaveRoom does not charge any fees (and applicable Taxes) to Hosts and Guests for the right to use the IhaveRoom Platform.

12. IhaveRoom Platform Rules.

12.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Follow our Nondiscrimination Policy and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the IhaveRoom Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the IhaveRoom Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the IhaveRoom Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the IhaveRoom Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the IhaveRoom Platform.
- Only use the IhaveRoom Platform as authorized by these Terms or another agreement with us
 - You may only use another User's personal information as necessary to facilitate a transaction using the IhaveRoom Platform as authorized by these Terms.
 - Do not use the IhaveRoom Platform, our messaging tools, or Users' personal information to send commercial messages without the recipient's express consent.
 - You may use Content made available through the IhaveRoom Platform solely as necessary to enable your use of the IhaveRoom Platform as a Guest or Host.
 - Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
 - Do not engage in any practices that are intended to manipulate our search algorithm.
 - Do not use, copy, display, mirror or frame the IhaveRoom Platform, any Content, any IhaveRoom branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.

- If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
- Read and follow our Terms and Policies.
- Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your Reservation that violates rules of the Host and existing laws.
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with IhaveRoom branding.
- Do not offer Host Services that violate the laws or agreements that apply to you.
- Do not offer or solicit prostitution or participate in or facilitate human trafficking.

12.2 Reporting Violations. If you believe that a User, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting IhaveRoom. In addition, if you believe that a User, Listing or Content has violated our Terms, you should report your concerns to IhaveRoom. If you reported an issue to local authorities, IhaveRoom request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

12.3 Copyright Notifications. If you believe that Content on the IhaveRoom Platform infringes copyrights, please notify us by email ihaveroom1@gmail.com

13. Termination, Suspension and other Measures.

13.1 Term. The agreement between you and IhaveRoom reflected by these Terms is effective when you access the IhaveRoom Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

13.2 Termination. You may terminate this agreement at any time by sending us email ihaveroom1@gmail.com or by deleting your account. IhaveRoom may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. IhaveRoom may also terminate this agreement immediately and without notice and stop providing access to the IhaveRoom Platform if you breach these Terms, you violate our terms or policies, you violate applicable laws, or we reasonably believe termination is necessary to protect IhaveRoom, its Users, or third parties.

13.3 Member Violations. If (i) you breach these Terms, our Policies (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Airbnb believes it is reasonably necessary to protect IhaveRoom, its Members, or third parties; IhaveRoom may, with or without prior notice:

- suspend or limit your access to or use of the IhaveRoom Platform and/or your account;
- suspend or remove Listings, Reviews, or other Content;
- cancel pending or confirmed bookings; or
- suspend or revoke any special status associated with your account.

13.4 Legal Mandates. IhaveRoom may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law

enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

14. Modification.

IhaveRoom may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the IhaveRoom Platform and update the “Last Updated” date at the top of these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the IhaveRoom Platform will constitute acceptance of the revised Terms.

15. Resolving Complaints and Damage Claims.

Any complaints and damages occurred between the Host and the Guest are solved by themselves. IhaveRoom does not take responsibility in neither of issues.

16. IhaveRoom’s Role.

We offer you the right to use a platform that enables Users to publish, offer, search for, and book Host Services. While we work hard to ensure our Users have great experiences using IhaveRoom, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that IhaveRoom has the right, but does not have any obligation, to monitor the use of the IhaveRoom Platform and verify information provided by our Users. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the IhaveRoom Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users’ compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don’t meet quality and eligibility criteria. Users acknowledge and agree that Airbnb administers its Terms and Policies including decisions about whether and how to apply them to a particular situation, at its sole discretion. Users agree to cooperate with and assist IhaveRoom in good faith, and to provide IhaveRoom with such information and take such actions as may be reasonably requested by IhaveRoom with respect to any investigation undertaken by IhaveRoom regarding the use or abuse of the IhaveRoom Platform. IhaveRoom is not acting as an agent for any User.

17. User Accounts.

You must register an account to access and use many features of the IhaveRoom Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the IhaveRoom Platform under the laws of your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify IhaveRoom if you suspect that your credentials have been lost,

stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

18. Disclaimer of Warranties.

We provide the IhaveRoom Platform and all Content “as is” without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Guest, Host, Host Service, Listing or third party; (ii) we do not warrant the performance or non-interruption of the IhaveRoom Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Listings or Users (if any) will identify past misconduct or prevent future misconduct. Any references to a User or Listing being “verified” (or similar language) indicate only that the User or Listing or IhaveRoom has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

19. Limitations on Liability.

Neither IhaveRoom (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the IhaveRoom Platform or any Content 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 (i) these Terms, (ii) the use of or inability to use the IhaveRoom Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the IhaveRoom Platform, or (iv) publishing or booking of a Listing, including the provision or use of Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not IhaveRoom has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

These limitations of liability and damages are fundamental elements of the agreement between you and IhaveRoom. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at IhaveRoom’s option), indemnify, and hold IhaveRoom harmless from and against any claims, liabilities, damages, losses, and expenses arising out of or in

any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Terms and Policies, (ii) your improper use of the IhaveRoom Platform, (iii) your interaction with any User, stay at an Accommodation, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

21 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without IhaveRoom's prior written consent. IhaveRoom may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

22 Third-Party Services. The IhaveRoom Platform may contain links to third-party websites, applications, services or resources ("**Third-Party Services**") that are subject to different terms and privacy practices. IhaveRoom is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

23 Google Terms. Some translations on the IhaveRoom Platform are 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. Some areas of the IhaveRoom 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](#).

24 Apple Terms. If you access or download our application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#).

25 IhaveRoom Platform Content. Content made available through the IhaveRoom Platform may be protected by copyright, trademark, and/or other laws of different countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of IhaveRoom and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the IhaveRoom Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, IhaveRoom grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the IhaveRoom Platform and accessible to you, solely for your personal and non-commercial use.

26 Force Majeure. IhaveRoom shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military

authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

27 You will receive administrative communications from us using the email address or other contact information you provide for your IhaveRoom account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Airbnb account.

28 Contact Us. If you have any questions about these Terms please email us on ihaveroom1@gmail.com.