

Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, VENUE HOSTS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, VENUE HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A VENUE PACKAGE OR ACCEPTING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. VENUE HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A VENUE PACKAGE ON FASTVENUES.

TERMS OF SERVICE

If you are using the Site, Application or Services, you are contracting with Fastvenues, Inc. with respect to use of the Fastvenues Site, Application or Services, and any payments or payouts from or to you conducted through the Site, Application or Services. (Fastvenues, Inc. is hereinafter referred to as "Fastvenues", "we", "us", or "our").

Fastvenues provides an online platform that connects venue hosts who have unique venue packages to sell with guests seeking to buy such venue packages (collectively, the "Services"), which Services are accessible at <http://www.fastvenues.com> and any other websites through which Fastvenues makes the Services available (collectively, the "Site") and as applications for mobile devices (the "Application"). By using the Site or Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and Fastvenues. Please also read carefully our Privacy Policy at <http://www.fastvenues.com/terms/terms-and-privacy>. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH VENUE HOSTS MAY CREATE PACKAGES FOR BOOKINGS AND GUESTS MAY LEARN ABOUT AND BOOK VENUE PACKAGES DIRECTLY WITH THE VENUE HOSTS. YOU UNDERSTAND AND AGREE THAT FASTVENUES IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN VENUE HOSTS AND GUESTS, NOR IS FASTVENUES A REAL ESTATE BROKER, AGENT OR INSURER. FASTVENUES HAS NO CONTROL OVER THE CONDUCT OF VENUE HOSTS, GUESTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR

ANY PACKAGES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Key Terms

"Fastvenues Content" means all Content that Fastvenues makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

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

"Collective Content" means Member Content and Fastvenues Content.

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

"Guest" means a Member who requests from a Venue Host a booking of a Venue Package via the Site, Application or Services, or a Member who uses a Venue Package and is not the Venue Host for such Venue Package.

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

"Listing" means a Venue Package that is listed by a Venue Host as available for rental, use or consumption via the Site, Application, and Services.

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

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

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

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

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Modification

Fastvenues reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

Eligibility

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

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and booking of venues and food and/or beverage packages ("Venue Packages"). Such Venue Packages are included in Listings on the Site, Application and Services by Venue Hosts. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book a Venue Package or create a Listing, you must first register to create an Fastvenues Account (defined below).

As stated above, Fastvenues makes available an online platform or marketplace with related technology for Guests and Venue Hosts to meet online and arrange for bookings of Venue Packages directly with each other. Fastvenues is not an owner or operator of properties, including, but not limited to, venue facilities, restaurants, other lodgings or Venue Packages, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, convention centres and other lodgings or Venue Packages and Fastvenues does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, restaurants or other venue services. Unless explicitly specified otherwise in the Fastvenues platform, Fastvenues's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment

collection agent of each Venue Host for the purpose of accepting payments from Guests on behalf of the Venue Host.

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

Account Registration

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

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

any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Fastvenues is not responsible for any SNS Content.

Your Fastvenues Account and your Fastvenues Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Fastvenues Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Fastvenues reserves the right to suspend or terminate your Fastvenues Account and your access to the Site, Application and Services if you create more than one (1) Fastvenues Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Fastvenues Account, whether or not you have authorized such activities or actions. You will immediately notify Fastvenues of any unauthorized use of your Fastvenues Account.

Venue Package Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Venue Package to be listed, including, but not limited to, the location, capacity, size, features, menu served, beverages provided if, and availability of the Venue Package and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Venue Packages must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book your Venue Package via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Guest requests a booking of your Venue Package, you may not request the Guest to pay a higher price than in the booking request.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the booking of a Venue Package in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, and rules and regulations that may apply to any Venue Package included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Fastvenues assumes no responsibility for a Venue Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Fastvenues reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Fastvenues, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Fastvenues's then-current Policies and Community Guidelines, or otherwise harmful to the Site, Application or Services.

If you are a Venue Host, you understand and agree that Fastvenues does not act as an insurer or as your contracting agent. If a Guest requests a booking of your Venue Package and uses your Venue Package, any agreement you enter into with such Guest is between you and the Guest and Fastvenues is not a party to it. Notwithstanding the foregoing, Fastvenues serves as the limited authorized payment collection agent of the Venue Host for the purpose of accepting, on behalf of the Venue Host, payments from Guests of such amounts stipulated by the Venue Host (including cleaning or other fees and/or Taxes).

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

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

Fastvenues recommends that Venue Hosts obtain appropriate insurance for their Venue Packages. Please review any insurance policy that you may have for your Venue Package carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to use the Venue Package, if applicable) while at your Venue.

Fastvenues may offer Venue Hosts the option of having photographers take photographs of their Venue Packages. If you as a Venue Host choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing the words "Fastvenues.com Verified Photo" or similar wording ("Verified Images"). You agree that you alone are responsible for ensuring that your Listing is accurately represented in the Verified Images. You alone are responsible for using the Verified Images and you warrant that you will cease to use the Verified Images or any other images if such images cease to accurately represent your Listing. All images, materials and content created by these photographers, including Verified Images, constitute Fastvenues Content, regardless of whether you include them in your Listing. You agree that Fastvenues may use the Verified Images for advertising, marketing, commercial and other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation.

No Endorsement

Fastvenues does not endorse any Member or any Venue Package. You understand that Verified Images are intended only to indicate a photographic representation of the Venue Package at the time the photograph was taken. Verified Images are therefore not an endorsement by Fastvenues of any Member or any Venue Package. Members are required by these Terms to provide accurate information, and although Fastvenues may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

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

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Fastvenues with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Venue Host against Fastvenues regarding the remittance of payments received from a Guest by Fastvenues on behalf of a Venue Host, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Financial Terms

Key definitions

"Venue Package Fees" means the amounts that are due and payable by a Guest in exchange for that Guest's usage of a Venue Package. The Venue Host alone, and not Fastvenues, is responsible for the Venue Package Fees for his or her Listing. The Venue Host may in his or her sole discretion decide to include in these amounts (i) a cleaning fee or any other fee permitted on the Fastvenues platform, or (ii) Taxes that the Venue Host determines that he or she has to collect.

"Fastvenues Fees" means the fee that Fastvenues charges a Venue Host for the use of the Services, which is calculated as a percentage of the applicable Venue Package Fees. The Fastvenues Fees will be

displayed to the Venue Host when the Venue Host is asked whether to confirm or reject a booking request from a prospective Guest.

"Total Fees" means collectively the Venue Package Fees and the Fastvenues Fees plus any Taxes.

Bookings and Financial Terms for Venue Hosts and Guests

If you are a Venue Host and a booking is requested for your Venue Package via the Site, Application or Services, you will be required to either confirm or reject the booking request within the Booking Request Period (currently set to 24 hours), otherwise the booking request will automatically expire. When a booking is requested via the Site, Application or Services, we will share with you (i) the first and last name of the Guest who has requested the booking, (ii) a link to the Guest's Fastvenues Account profile page, (iii) if the Guest and Venue Host have both connected their Fastvenues accounts to SNS, the names of any members of an SNS with whom you are "friends" or associated on the SNS if such individuals are also "friends" or associated with the Guest on such SNS, and (iv) an indication of whether or not the Guest has provided other information to Fastvenues, such as a verified email address, connection to SNSs, or a government ID. If you are unable to confirm or decide to reject a booking request within the Booking Request Period, any amounts collected by Fastvenues for the requested booking will be refunded to the applicable Guest's credit card and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Guest, Fastvenues will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

Fastvenues will collect the Total Fees at the time of booking confirmation (i.e. when the Venue Host confirms the booking request) and will initiate payment of the Venue Package Fees (Total Fees less Fastvenue Fees and any Taxes in respect of the Total Fees, such as HST in Canada or VAT in Europe) to the Venue Host within 48 hours of when the Guest uses the applicable Venue Package (except to the extent that a refund is due to the Guest). The time it takes for the Venue Host to receive payouts may depend upon the payout method chosen by the Venue Host. Some methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Venue Host, including by deducting their charges from the payout amount.

If you owe or agree to pay any amount to Fastvenues (whether as a result of your bookings or actions as a Guest or otherwise), then Fastvenues may (but is not obliged to) withhold the amount owing to Fastvenues from any payout amounts due to you as a Venue Host, and use the withheld amount to setoff the amount owed by you to Fastvenues. If Fastvenues does so, then your obligation to pay Fastvenues will be extinguished to the extent of the amount withheld by Fastvenues, and Fastvenues will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld. In addition to the amount due, if your account is delinquent or you otherwise have chargebacks on your account, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees, or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to

Fastvenues by you. Such communication may be made by Fastvenues or by anyone on its behalf, including but not limited to a third party collection agent.

Appointment of Fastvenues as Limited Payment Collection Agent for Venue Host

Each Venue Host hereby appoints Fastvenues as the Venue Host's limited payment collection agent solely for the purpose of accepting the Venue Package Fees from Guests.

Each Venue Host agrees that payment made by a Guest through Fastvenues, shall be considered the same as a payment made directly to the Venue Host, and the Venue Host will make the Venue Package available to the Guest in the agreed-upon manner as if the Venue Host has received the Venue Package Fees. Each Venue Host agrees that Fastvenues may, in accordance with the cancellation policy selected by the Venue Host and reflected in the relevant Listing, (i) permit the Guest to cancel the booking and (ii) refund (via Fastvenues) to the Guest that portion of the Venue Package Fees specified in the applicable cancellation policy. Each Venue Host understands that as Fastvenues accepts payments from Guests as the Venue Host's limited payment collection agent and that Fastvenues' obligation to pay the Venue Host is subject to and conditional upon successful receipt of the associated payments from Guests. Fastvenues does not guarantee payments to Venue Hosts for amounts that have not been successfully received by Fastvenues from Guests. In accepting appointment as the limited authorized agent of the Venue Host, Fastvenues assumes no liability for any acts or omissions of the Venue Host.

Please note that Fastvenues does not currently charge fees for the creation of Listings. However, you as a Venue Host acknowledge and agree that Fastvenues reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that Fastvenues will provide notice of any Listing fee collection via the Site, Application and Services, prior to implementing such a Listing fee feature.

Bookings and Financial Terms for Guests

The Venue Hosts, not Fastvenues, are solely responsible for honoring any confirmed bookings and making available any Venue Packages reserved through the Site, Application and Services. If you, as a Guest, choose to enter into a transaction with a Venue Host for the booking of a Venue Package, you agree and understand that you will be required to enter into an agreement with the Venue Host and you agree to accept any terms, conditions, rules and restrictions associated with such Venue Package imposed by the Venue Host. You acknowledge and agree that you, and not Fastvenues, will be responsible for performing the obligations of any such agreements, that Fastvenues is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Fastvenues disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Fastvenues is not a party to the agreement between you and the Venue Host, Fastvenues acts as the Venue Host's payment collection agent for the limited purpose of accepting payments from you on behalf of the Venue Host. Upon your payment of the Total Fees to Fastvenues, your payment obligation to the Venue Host for the Venue Package Fees is extinguished, and Fastvenues is responsible for remitting the Venue Package Fees (less the Fastvenues Fees and any Taxes in respect of the Fastvenues Fees, such as HST in Canada or VAT in Europe), in the manner described in these

Terms. In the event that Fastvenues does not remit any such amounts as described in these Terms, such Venue Host will have recourse only against such Fastvenues entity.

The Total Fees payable will be displayed to a Guest before the Guest sends a booking request to a Venue Host. As noted above, the Venue Host is required to either confirm or reject the booking request within the Booking Request Period; otherwise, the requested booking will be automatically cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Venue Host), any amounts collected by Fastvenues will be refunded to such Guest, depending on the selections the Guest makes via the Site and Application, and any pre-authorization of such Guest's credit card will be released, if applicable.

You as a Guest agree to pay Fastvenues for the Total Fees for any booking requested in connection with your Fastvenues Account if such requested bookings are confirmed by the applicable Venue Host. In order to establish a booking pending the applicable Venue Host's confirmation of your requested booking, you understand and agree that Fastvenues, on behalf of the Venue Host, reserve the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. As a general rule, Fastvenues will collect the Total Fees due once Fastvenues receives confirmation of your booking from the applicable Venue Host; if necessary, Total Fees may instead be collected at a later point. Please note that Fastvenues cannot control any fees that may be charged to a Guest by his or her bank related to Fastvenues's collection of the Total Fees, and Fastvenues disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Fastvenues or its third-party payment processor(s). You agree to pay Fastvenues for any confirmed bookings made in connection with your Fastvenues Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Fastvenues or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. You also authorize Fastvenues to charge your credit card in the event of damage caused at a Venue Package as contemplated under "Damage to Venue Packages" below and for Security Deposits, if applicable. If you are directed to Fastvenues' third-party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

General Booking and Financial Terms

Cancellations and Refunds

If, as a Guest, you cancel your requested booking before the requested booking is confirmed by a Venue Host, Fastvenues Payments will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time.

If, as a Guest, you wish to cancel a confirmed booking made via the Site, Application and Services, prior to 48 hours of the Venue Package event date, Fastvenues Payments will refund you for the Total Fees charged to your credit card in connection with the confirmed booking within a commercially reasonable time.

Within 48 hours of the Venue Package event date, there is no ability to cancel a confirmed booking made via the Site, Application and Services.

If a Venue Host cancels a confirmed booking made via the Site, Services, and Application, (i) Fastvenues Payments will refund the Total Fees for such booking to the applicable Guest within a commercially reasonable time of the cancellation and (ii) the Guest will receive an email or other communication from Fastvenues containing alternative Listings and other related information. If the Guest requests a booking from one of the alternative Listings and the Venue Host associated with such alternative Listing confirms the Guest's requested booking, then the Guest agrees to pay Fastvenues the Total Fees relating to the confirmed booking for the Venue Package in the alternative Listing, in accordance with these Terms. If a Venue Host cancelled a confirmed booking and you, as a Guest, have not received an email or other communication from Fastvenues, please contact Fastvenues.

If, as a Venue Host, you cancel a confirmed booking, you agree that Fastvenues may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a reservation was cancelled, (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking, or (iii) imposing a cancellation fee (to be withheld from your future payouts or charged to the credit card on file in your Fastvenues Account). You will be notified of the situations in which a cancellation fee applies before you decide to cancel.

In certain circumstances, Fastvenues may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Site, Application and Services. This may be for reasons set forth in Fastvenues's Extenuating Circumstances policy or for any other reason. Fastvenues Payments may also determine, in its sole discretion, to refund to the Guest part or all of the amounts charged to the Guest in accordance with the Guest Refund Policy. You agree that Fastvenues and the relevant Guest or Venue Host will not have any liability for such cancellations or refunds.

If, as a Venue Host, your Guest cancels a confirmed booking or Fastvenues decides that it is necessary to cancel a confirmed booking, and Fastvenues issues a refund to the Guest in accordance with the Guest Refund Policy or other applicable cancellation policies, you agree that in the event you have already been paid Fastvenues shall be entitled to recover the amount of any such Guest refund from you, including by subtracting such refund amount out from any future Venue Package Fees due to you.

Rounding Off

Fastvenues may, in its sole discretion, round up or round down amounts that are payable from or to Guests or Venue Hosts to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, Fastvenues will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.

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

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Taxes

Tax regulations may require us to collect appropriate tax information from our Venue Hosts, or to withhold taxes from payouts to Venue Hosts, or both. For instance, IRS regulations stipulate that we must collect an IRS Form W-9 from our US Venue Hosts, and an appropriate IRS Form W-8 (e.g. Form W-8BEN) from non-US venue hosts with at least one Listing in the US. You as a Venue Host are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Venue Host fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you (e.g. where you are a US Venue Host and you fail to provide us with a completed IRS Form W-9), we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

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

Where applicable, or based upon request from a Venue Host, Fastvenues may issue a valid VAT invoice to such Venue Host.

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

Damage to the Venue

As a Guest, you are responsible for leaving the Venue in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Venue. In the event that a Venue Host claims otherwise and provides evidence of damage, including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Fastvenues Account. Fastvenues also reserves the right to charge the credit card on file in your Fastvenues Account, or otherwise collect payment from you and pursue any avenues available to Fastvenues in this regard, in situations in which you have been determined, in Fastvenues's sole discretion, to have damaged any Venue, including, but not limited to, in relation to any payment requests made by Venue Hosts under the Fastvenues Venue Host Guarantee, and in relation to any payments made by Fastvenues to Venue Hosts. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Venue Package to the applicable Venue Host or to Fastvenues (if applicable).

Both Guests and Venue Hosts agree to cooperate with and assist Fastvenues in good faith, and to provide Fastvenues with such information and take such actions as may be reasonably requested by Fastvenues, in connection with any complaints or claims made by Members relating to Venue Packages or any personal or other property located at a Venue (including, without limitation, payment requests made under the Fastvenues Venue Host Guarantee) or with respect to any investigation undertaken by Fastvenues or a representative of Fastvenues regarding use or abuse of the Site, Application or the Services. If you are a Guest, upon Fastvenues's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Venue Host, at no cost to you, which process will be conducted by Fastvenues or a third party selected by Fastvenues or its insurer, with respect to losses for which the Venue Host is requesting payment from Fastvenues under the Fastvenues Venue Host Guarantee.

If you are a Guest, you understand and agree that Fastvenues may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused or been responsible for or to a Venue or any personal or other property located at a Venue (including without limitation amounts paid by Fastvenues under the Fastvenues Venue Host Guarantee).

You agree to cooperate with and assist Fastvenues in good faith, and to provide Fastvenues with such information as may be reasonably requested by Fastvenues, in order to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Fastvenues may reasonably request to assist Fastvenues in accomplishing the foregoing.

Overstaying without the Venue Host's Consent

Guests agree that a confirmed reservation is merely a license granted by the Venue Host to the Guest to enter and use the Listing for the limited duration of the confirmed reservation and in accordance with the Guest's agreement with the Venue Host. Guests further agree to leave the Venue no later than allotted time that the Venue Host specifies in the Listing or such other time as mutually agreed upon between the Venue Host and Guest. If a Guest stays past the agreed upon checkout time without the Venue Host's consent, they no longer have a license to occupy Venue and the Venue Host is entitled to make the Guest leave. In addition, Guests agree that the Venue Host can charge the Guest, for each 1 hour period that the Guest stays over the agreed period without the Venue Host's consent, an additional fee of two times the average Venue Package Fee originally paid by the Guest to cover the inconvenience suffered by the Venue Host, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Venue Host to make the Guest leave (collectively, "Additional Sums"). Guests agree that Fastvenues, in its role as limited collection agent for the Venue Host, shall charge the Guest's credit card or other payment methods it has on file to collect these Additional Sums. In addition, Fastvenues may recover any costs and expenses it incurs in collecting the Additional Sums by charging the Guest's credit card or other payment method on file.

Foreign Currency

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

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. For example, if it costs US\$125.00 to buy €100.00, the currency conversion rate of US dollars to Euros would be 1.25, and the currency conversion rate from Euros to US dollars would be 0.8. Currency conversion rates will vary from time to time.

Key definitions

"Display Currency" means the currency in which users view Listing prices on the Fastvenues platform. Guests may be able to choose and change the Display Currency in order to view the pricing for a Listing in a number of different supported currencies.

"Booking Currency" means the currency in which a Guest has to pay for his or her booking. At the time the Guest submits a booking request, the Fastvenues platform will select the Booking Currency, based on the Guest's country of origin and the payment methods available for that country. Fastvenues supports only a certain number of currencies as Booking Currencies. The Booking Currency for a booking may be different from the relevant Listing Currency.

"Listing Currency" means the currency in which a Listing's price is set. The Listing Currency is set by the Venue Host.

"Payout Currency" means the currency in which a Venue Host's payout will be paid to the Venue Host. The Payout Currency is set by the Venue Host.

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

"Adjusted Exchange Rate" means a rate for foreign currency conversion that is calculated by adding a mark-up to the Base Exchange Rate. This mark-up represents a charge imposed by Fastvenues for its holding costs and foreign currency risks.

Foreign currency conversions on the Fastvenues platform

Fastvenues will process a foreign currency conversion in the following situations:

- The Display Currency is different from the Listing Currency when a user views a Listing: Fastvenues will calculate the estimated Total Fees in the Display Currency, by applying either the Base Exchange Rate or the Adjusted Exchange Rate at the time of the view to the estimated Total Fees in the Listing Currency. The Adjusted Exchange Rate will be applied if the Display Currency is a supported Booking Currency, and it is different from the Listing Currency. Otherwise, the Base Exchange Rate will be applied.
- The Booking Currency is different from the Listing Currency when a Guest submits a booking request for a Listing: Fastvenues will calculate the Total Fees in the Booking Currency, by applying either the Base Exchange Rate or the Adjusted Exchange Rate at the time of the booking request to the Total Fees in the Listing Currency. The Guest will be able to view the actual exchange rate applied. The Guest Fee, which is a percentage of the applicable Venue Package Fees, will be calculated based on the Venue Package Fees in the Booking Currency (i.e. after conversion from the Listing Currency). The Adjusted Exchange Rate will be applied if the Display Currency is the same as the Booking Currency, and it is different from the Listing Currency for the Listing. Otherwise, the Base Exchange Rate will be applied.
- The Payout Currency is different from the Listing Currency when Fastvenues initiates a payout: generally, Fastvenues will calculate the payout to the Venue Host, by applying the Base Exchange Rate on the date that Fastvenues initiates the payout to the Venue Package Fees (less Fastvenues' Fees and any Taxes in respect of the Venue Host Fees, such as VAT in Europe) in the Listing Currency. The Venue

Host will be able to view the actual exchange rate applied in his or her transaction history in the Site or Application. In some cases where the payout method selected by the Venue Host involves certain third-party payment processors (such as Western Union), (i) Fastvenues will send the payout amount to the processor in a major currency (e.g. US dollars), by applying the relevant Base Exchange Rate for the Listing Currency to that major currency, (ii) the Venue Host will be able to view the payout amount sent by Fastvenues in that major currency in his or her transaction history in the Site or Application, and (iii) the processor will calculate the actual payout to the Venue Host by applying its own foreign currency conversion rate for that major currency to the Payout Currency.

- When a confirmed booking is modified or cancelled, and there had been a foreign currency conversion when the booking was submitted: the foreign currency conversion for any additional payments required of the Guest or any refund to the Guest will be processed at the same rate as applied to the earlier payment by the Guest.

When you as a Guest submit a booking request for a Listing, you will be able to view the actual exchange rate used to calculate the Total Fees in the Booking Currency. Where the Adjusted Exchange Rate is applied, you will be able to view the mark-up included in the rate. The actual exchange rate (and any mark-up included in the rate) will also be stated in the billing receipt for your booking.

Fastvenues updates the Base Exchange Rate on a regular basis, but not on a real-time basis. In particular, Fastvenues does not always change the Base Exchange Rate immediately when its costs of foreign exchange change. Accordingly, the Base Exchange Rate may not be identical to the applicable market rate in effect at the specific time a foreign currency conversion is processed.

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

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;

- access or use our Site, Application, Services or the Fastvenues API to use, expose, or allow to be used or exposed, any Fastvenues Content: (i) that is not publicly displayed by Fastvenues in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is inconsistent with the Fastvenues Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Fastvenues's users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Fastvenues Guest or Venue Host;
- offer, as a Venue Host, any Venue Package that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Venue Packages as a Venue Host if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Venue Host, any Venue Package that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- register for more than one Fastvenues Account or register for an Fastvenues Account on behalf of an individual other than yourself;
- unless Fastvenues explicitly permits otherwise, request or book any Venue Package if you will not actually be using at the Venue Package yourself;

- contact a Venue Host for any purpose other than asking a question related to a booking, such as Venue Host's Venue Packages or Listings;
- contact a Guest for any purpose other than asking a question related to a booking or such as Guest's use of the Site, Application and Services;
- recruit or otherwise solicit any Venue Host or other Member to join third-party services or websites that are competitive to Fastvenues, without Fastvenues's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Venue Host or Guest and then complete a booking of a Venue Package independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Fastvenues's provision of the Services or for any other reasons;
- as a Venue Host, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Fastvenues's name, any Fastvenues trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Fastvenues's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, Fastvenues's computer systems, or the technical delivery systems of Fastvenues's providers;

- attempt to probe, scan, or test the vulnerability of any Fastvenues system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Fastvenues or any of Fastvenues's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.
- accept or make a payment for Venue Package Fees outside Fastvenues. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Fastvenues harmless from any liability for such payment.

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

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

Privacy

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

Ownership

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Fastvenues and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

Additional Terms

Our Services have different products and offerings, so sometimes additional terms or product requirements may apply to your use of those products. For example, additional terms apply if you refer new users to Fastvenues ("Referral Program") or participate in our Home Safety program. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

Application License

Subject to your compliance with these Terms, Fastvenues grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Fastvenues reserves all rights in the Application not expressly granted to you by these Terms.

Fastvenues Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Fastvenues grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Fastvenues Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Fastvenues or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby

grant to Fastvenues a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. Fastvenues does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

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

Links

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

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

Proprietary Rights Notices

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

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge

and agree that all Feedback you give us will be the sole and exclusive property of Fastvenues and you hereby irrevocably assign to Fastvenues and agree to irrevocably assign to Fastvenues all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Fastvenues's request and expense, you will execute documents and take such further acts as Fastvenues may reasonably request to assist Fastvenues to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

Fastvenues respects copyright law and expects its users to do the same. It is Fastvenues's policy to terminate in appropriate circumstances the Fastvenues Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Fastvenues's Copyright Policy for further information.

Suspension, Termination and Fastvenues Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Fastvenues Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Fastvenues Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Application, Services, your Fastvenues Account, your Member Content, or receive assistance from Fastvenues Customer Service, (b) any pending or accepted future bookings as either Venue Host or Guest will be immediately terminated, (c) we may communicate to your Guests or Venue Hosts that a potential or confirmed booking has been cancelled, (d) we may refund your Guests in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Guests to inform them about potential alternate Venue Packages with other Venue Hosts that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Fastvenues Account. You may cancel your Fastvenues Account at any time via the "Cancel Account" feature of the Services or by sending us an email. Please note that if your Fastvenues Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT OR PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT FASTVENUES DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND VENUE HOSTS, BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE

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

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY VENUE HOSTS OR GUESTS. YOU UNDERSTAND THAT FASTVENUES DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR PURCHASE ANY VENUE PACKAGES. FASTVENUES MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND VENUE HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY FASTVENUES. NOTWITHSTANDING FASTVENUES'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE VENUE HOSTS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM GUESTS ON BEHALF OF THE VENUE HOSTS, FASTVENUES EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY VENUE PACKAGES VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF FASTVENUES WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER FASTVENUES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY

INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FASTVENUES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE VENUE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE FASTVENUES HOST GUARANTEE, IN NO EVENT WILL FASTVENUES'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY FASTVENUES TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FASTVENUES AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold Fastvenues and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of a Venue Package, or (iii) creation of a Listing; (d) the use, condition or use of a Venue Package by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a Venue Package; and (e) your participation in the Referral Program or your accrual of any Fastvenues Travel Credits.

Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the Application except as authorized by Canadian law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any Canadian embargoed countries; or (b) to anyone on the Canada's list of Specially Designated Nationals or the Canadian Department of Commerce's Denied Persons List or Entity List. By using the Site, Application and Services, you represent and warrant that (i) neither you nor your listed Venue is located in a country that is subject to a Canadian Government embargo, or that has been designated by the Canadian Government as a "terrorist supporting" country and (ii) you are not listed on any Canadian Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by Canadian law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Fastvenues does not permit Listings associated with certain countries due to Canadian embargo restrictions.

Accessing and Downloading the Application from iTunes

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

- You acknowledge and agree that (i) these Terms are concluded between you and Fastvenues only, and not Apple, and (ii) Fastvenues, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Fastvenues and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Fastvenues.
- You and Fastvenues acknowledge that, as between Fastvenues and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Fastvenues acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that

third party's intellectual property rights, as between Fastvenues and Apple, Fastvenues, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- You and Fastvenues acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Reporting Misconduct

If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Fastvenues by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Fastvenues and you regarding the Site, Application, Services, Collective Content, and any bookings or Listings of Venue Packages made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fastvenues and you regarding bookings or listings of Venue Packages, the Site, Application, Services, and Collective Content.

Assignment

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

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Fastvenues (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the Province of Ontario and Canada, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Toronto, Ontario or a Ontario Provincial Court, located in Toronto, Ontario for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution

You and Fastvenues agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Fastvenues are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Fastvenues otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration and a separate form for California residents) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Fastvenues otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Fastvenues submit to the arbitrator, unless

you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

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

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Fastvenues will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

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

General

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

Third party beneficiary

[Last Updated March 2016]

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

Contacting Fastvenues

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