

Terms of Service for Users

Last Updated: May 27th, 2022

Thank you for using FireBnB!

These Terms of Service are a binding legal agreement between you and FireBnB that govern your right to use the website. The FireBnB website allows users to publish offers and to exchange their homes (apartment, house, loft, etc.) for a short vacation (a day to a few weeks). These exchanges are free, but each owner can define some services that the guests must provide as well as some constraints.

You must register an account to access and use many features of the FireBnB Platform, and must keep your account information accurate. As the provider of the FireBnB Platform, FireBnB does not own, control, offer or manage any Listings or Host Services. FireBnB is not a party to the contracts entered into directly between users, nor is FireBnB a real estate broker, travel agency, or insurer.

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.

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User Terms

1. Our Mission.

Our mission is to create a world where you can belong anywhere. From cabins to castles to cooking classes, browse through millions of Listings to find the ones that fit the way you like to travel. Learn more about a Listing by reviewing the description and photos, the User profile, and other Users reviews. If you have questions, just message the User.

2. Searching and Booking on FireBnB.

2.1 Searching. You can search for Host Services by using criteria and filter your search (country, description, services, constraints...) like the type of Host Service, travel destination, travel dates, and number of guests.

2.2 Booking. When you book a House, you are agreeing to all services and constraints listed in the offer. When you receive the booking confirmation, a contract is formed directly between you and the other user. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, the cancellation policy and any other rules identified in the offer during checkout that apply to the Exchange.

3. Booking Modifications.

Users are responsible for any booking modifications they agree to make via the FireBnB Platform, and agree to any additional services or constraints associated with any Booking Modification.

4. 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, Experience or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your guest(s), or your pet(s) cause to an Accommodation, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times.

General Terms

5. Reviews.

After each Exchange, Users will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language. Reviews are not verified by FireBnB for accuracy and may be incorrect or misleading.

6. Content.

Parts of the FireBnB Platform enable you to provide feedback, text, photos, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant FireBnB 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. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party.

7. FireBnB Platform Rules.

7.1 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 scrape, hack, reverse engineer, compromise or impair the FireBnB Platform
- Only use the FireBnB Platform as authorized by these Terms or another agreement with us
- Honor your legal obligations

7.2 Reporting Violations. If you believe that a Member, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting FireBnB.

8. Modification.

FireBnB may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the FireBnB Platform and update the “Last Updated” date at the top of these Terms. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms.

9. FireBnB’s Role.

We offer you the right to use a platform that enables to publish offers and exchange their homes (apartment, house, loft, etc.) for a short vacation (a day to a few weeks). While we work hard to ensure our Members have great experiences using FireBnB, we do not and cannot control the conduct of Users. You acknowledge that FireBnB has the right, but does not have any obligation, to monitor the use of the FireBnB Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the FireBnB Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members’ 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. Members agree to cooperate with and assist FireBnB in good faith, and to provide FireBnB with such information.

10. Member Accounts.

You must register an account to access and use many features of the FireBnB Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. 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.

11. Miscellaneous.

11.1 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between FireBnB and you pertaining to your access to or use of the FireBnB Platform and supersede any and all prior oral or written understandings or agreements between FireBnB and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and FireBnB.

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

11.3 FireBnB Platform Content. Content made available through the FireBnB Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of FireBnB 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 FireBnB Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms.

11.4 Force Majeure. FireBnB 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.

11.5 Contact Us. If you have any questions about these Terms please contact the admin.