

HYGGE AIM, INC.
CONSUMER REFUND
POLICY
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SECTION

- 1. CancellationEvent**
- 2. Consumer Refund Policy**
- 3. Claiming a Cancellation Event**
- 4. Minimum Quality Standards, Provider Responsibilities and Reimbursement to Consumer**
- 5. General Provisions**
- 6. Extenuating Circumstances**
- 7. Contact us**

These terms and conditions govern Hygge Aim, Inc. (“miHygge”) policy for Consumer refunds (“**Consumer Refund Policy**”) and the obligations of the Provider associated with the Consumer Refund Policy. The Consumer Refund Policy applies in addition to miHygge’s Terms of Service. The Consumer Refund Policy is available to Consumers who book and pay for an Accommodation through the miHygge Platform and suffer a Cancellation Event (as defined below). The Consumer’s rights under this Consumer Refund Policy will supersede the Provider’s cancellation policy. The Consumer Refund Policy excludes any reservation payment made by Consumer on the miHygge Platform related to a Provider reserving a unit that Provider is advertising for sale. Refunds by miHygge for a reservation payment is at the discretion of miHygge.

All capitalized terms shall have the meaning set forth in the miHygge Terms or Service and miHygge Payments Terms unless otherwise defined in this Consumer Refund Policy.

BY USING THE MIHYGGE PLATFORM AS A PROVIDER OR CONSUMER, YOU ARE INDICATING THAT HAVE READ THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS CONSUMER REFUND POLICY.

1. Cancellation Event

1.1 A “**Cancellation Event**” means any one of the following:

The Provider of the Accommodation (i) fails to provide the Consumer with the reasonable

ability to access the Accommodation (e.g. does not provide the keys and/or a security code); the Listing's description or depiction of the Accommodation is materially inaccurate with respect to: the size of the Accommodation (e.g., number and size of the bedroom, bathroom and/or kitchen or other rooms); whether the booking for the Accommodation is for an entire home or property, private room or shared room, and whether another party, including the Provider, or Provider's employee is staying at the Accommodation during the booking; special amenities or features represented in the Listing are not provided or do not function, such as decks, pools, hot tubs, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/ refrigerator or major other appliances), and electrical, heating or air condition systems; or the physical location of the Accommodation (proximity).

You cancel the booking for the Accommodation within 72 hours or 3 business days (whichever is later) of making the reservation;

at the start of the Consumer's booking, the Accommodation: (i) is not generally clean and sanitary (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Consumer's stay at the Accommodation in miHygge's judgment, (iii) does not contain clean bedding and bathroom towels available for the Consumer's use, or (iv) has vermin or contains pets not disclosed in the Listing.

2. Consumer Refund Policy

2.1 If you are a Consumer and a Cancellation Event takes place, we agree, at our discretion, to either (i) reimburse you up to the amount paid by you through the miHygge Platform, less miHygge Platform expenses of processing the transaction and any retained taxes of the transaction ("**Total Fees**") depending on the nature of the Cancellation Event suffered, or (ii) except if the Cancellation Event is due to your canceling the booking for the Accommodation within 72 hours or 3 business days (whichever is later) of making the reservation, use our reasonable efforts to find and book you another Accommodation for any unused nights left in your booking which is reasonably comparable to the Accommodation described in your original booking in terms of size, rooms, features and quality. All determinations of miHygge with respect to the Consumer Refund Policy, shall be in miHygge's sole discretion, and final and binding on the Consumers and Providers.

2.2 In case the booking is cancelled by the customer within 72 hours of making the reservation then the customer would receive full refund of the booking amount, for cancellation done after 3 days and before 15 days, customer would receive 50% of the booking amount and any cancellation beyond that period will result in no refund. These terms will hold only if the cancellation period is before the check-in date.

Cancellations will not be allowed on or after check-in date from the application and can be cancelled by contacting the Facility/Care provider directly.

For cancellations done in case of customers death/extenuating circumstances only prorated amount will be charged by Provider per the days of stay. Any other scenarios such as emergent hospitalizations, stays in another facility before returning back to the original home/facility will be decided between the Provider and the Customer. HYGGE AIM, Inc does not/will not be a participant in such scenarios.

3. Claiming a Cancellation Event

3.1 To submit a valid claim for a Cancellation Event and receive the benefits with respect to your booking, you are required to meet each of the following conditions:

- (a) you must be the Consumer that booked the Accommodation;
- (b) if the Cancellation Event is due to your canceling the booking for the Accommodation within 72 hours or 3 business days (whichever is later) of making the reservation ("Permitted Cancellation") , you must have actually cancelled the booking within the above period using the methods provided by the miHygge Platform. For other Cancellation Events, you must bring the Cancellation Event to our attention in writing and provide us with information (including photographs or other evidence) about the Accommodation and must respond to any requests by us for additional information or cooperation on the Cancellation Event;
- (c) except for Permitted Cancellation, you must not have directly or indirectly caused the Cancellation Event (through your action, omission or negligence); and
- (d) except for Permitted Cancellation, unless miHygge advises you that the Cancellation Event cannot be remediated, you must have used reasonable efforts to try to remedy the circumstances of the Cancellation Event with the Provider prior to making a claim for a Cancellation Event.

4. Minimum Quality Standards, Provider Responsibilities and Reimbursement to Consumer

4.1. If you are a Provider, you are responsible for ensuring that the Accommodations you list on the miHygge Platform meet minimum quality standards regarding access, adequacy of the Listing description, safety, cleanliness, and do not present a Consumer with Cancellation Events (other than Permitted Cancellation). During a Consumer's stay at an Accommodation, Providers should be available, or make a third-party available, in order to try, in good faith, to resolve any Consumer issues.

4.2 If you are a Provider, and if (i) a Cancellation Event related to an Accommodation listed by you takes place and (ii) miHygge either reimburses that Consumer (up to their Total Fees) or provides an alternative Accommodation to the Consumer, you agree to reimburse miHygge up to the amount paid by miHygge within 30 days of miHygge's request. Except in the event of Permitted Cancellation, if the Consumer is relocated to an alternative Accommodation, you may lose part or all of the Accommodation Fee payment for the booking and you may be responsible for reasonable additional costs incurred to relocate the Consumer to the alternative Accommodation. If the Consumer remains for part or all of the stay despite the Cancellation Event, the Consumer will receive a refund that will reduce the amount of the Accommodation Fees ultimately paid to you. You authorize miHygge to collect any amounts owed to miHygge by reducing your Payout or as otherwise permitted pursuant to the Terms of Service.

4.3 As a Provider, you understand that the rights of Consumers under this Consumer Refund Policy will supersede your selected cancellation policy. Other than with respect to Permitted Cancellation, if you dispute any other Cancellation Event, you may notify us in writing or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Cancellation Event, provided you must have used reasonable and good faith efforts to try to remedy the Cancellation Event with the Consumer prior to disputing the Cancellation Event claim. You agree that all determinations of miHygge with respect to the Cancellation Event shall be final and binding on the Consumers and Providers regardless of your submission of a dispute against such Cancellation Event.

4.4 In the event of one or more claimed Cancellation Events (other than Permitted Cancellation) against a Provider, miHygge, in its discretion, may elect to take additional actions. Where applicable, these actions include, but are not limited to, negatively affecting your Listing ranking, automated reviews indicating Cancellation Events, cancelling future bookings, suspending or removing the Listing of the Accommodation, or imposing penalties or fees for the administrative burden associated with the Cancellation Event.

4.5 All determinations of miHygge with respect to the Consumer Refund Policy, including without limitation the size of any refund to the Consumer, shall be final and binding on the Consumers and Providers. The rights of the Consumers under the Consumer Refund Policy supersede the cancellation policy established by a Provider.

5. General Provisions

5.1 **No Assignment/No Insurance.** This Consumer Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Consumer, and the Consumer has not paid any premium in respect of the Consumer Refund Policy. The benefits provided under this Consumer Refund Policy are not assignable or transferable by you.

5.2 **Modification or Termination.** miHygge reserves the right to modify or terminate this

Consumer Refund Policy, at any time, in its sole discretion. If miHygge modifies this Consumer Refund Policy, we will post the modification on the miHygge Platform or provide you with notice of the modification and miHygge will continue to process all claims for Cancellation Events made prior to the effective date of the modification.

5.3 Entire Agreement. This Consumer Refund Policy constitutes the entire and exclusive understanding and agreement between miHygge and you regarding the Consumer Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between miHygge and you regarding the Consumer Refund Policy.

5.4 Controlling Law. If you are contracting with miHygge, Inc., this Consumer Refund Policy will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to its conflict-of-law provisions.

5.5 Limitation of Liability. IN NO EVENT WILL MIHYGGE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CONSUMER REFUND POLICY, EXCEED THE AMOUNT OF THE ACCOMMODATION FEES COLLECTED BY MIHYGGE FROM THE CONSUMER. 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. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING AN ACCOMMODATION OR OTHERWISE USING THE PLATFORM AS A PROVIDER OR CONSUMER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS CONSUMER REFUND POLICY.

6. Extenuating Circumstances

6.1 miHygge empowers Providers to set and manage their cancellation policies. If a Provider or Consumer needs to cancel a reservation, it is their responsibility to cancel as soon as possible and within the permitted 72 hour/ 3 business day permitted period. At times, certain circumstances outside of a Provider or Consumer's control can impact their ability to meet the terms of a reservation.

6.2 Extenuating Circumstances Policy. In rare instances, if miHygge determines that a Consumer's reason for cancellation falls within miHygge's Extenuating Circumstances Policy, miHygge may override the Provider's cancellation policy and make refund decisions. If miHygge determines that a Provider's reason for cancellation falls within miHygge's Extenuating Circumstances policy, miHygge may waive the Provider cancellation penalties outlined in miHygge's Terms of Service and miHygge's Terms of Service.

6.3 Events constituting Extenuating Circumstances. Valid circumstances include, but are not limited to: unexpected death or serious illness of a Consumer;

serious injury that directly restricts a Consumer's ability to travel to the Accommodation;

significant natural disasters or severe weather incidents impacting the location of Provider; urgent travel restrictions or severe security advisories issued after the time of booking, by an appropriate national or international authority (such as a government office or department);

endemic disease declared by a credible national or international authority (such as the US Centers for Disease Control or the World Health Organization);

severe property damage or unforeseen maintenance issues that directly impact the ability to Provider safety; and

government-mandated obligations issued after the time of booking (ex: jury duty, court appearances, military, or government assignments).

6.4 To make a claim. Claims can only be considered after a booking has been cancelled. Once you've informed your Provider or Consumer and cancelled a booking, contact miHygge if you feel that your reason for cancelation is covered by miHygge's Extenuating Circumstances Policy. We will review your claim in a timely manner. miHygge reserves the right to retain sole discretion over whether an event constitutes an Extenuating Circumstance.

6.5 Generally, a claim must be submitted no later than 14 days from the original check-in date to satisfy the claim requirements. In addition, we may require valid supporting documentation.

7. Contact miHygge

If you have any questions about the Consumer Refund Policy, please email miHygge at contact@mihygge.com.