

# Terms of Service

Thank you for using Yedding!

These Terms of Service (“**Terms**”) are a binding legal agreement between you and Yedding, LLC and govern your use of the websites, applications, and other offerings from Yedding (collectively, the “**Yedding Platform**”). When used in these Terms, “**Yedding**,” “**we**,” “**us**,” or “**our**” refers to Yedding, LLC.

The Yedding Platform offers an online venue that enables users (“**Members**”) to publish, offer, search for, and book services. Members who publish and offer services are “**Hosts**” and Members who search for, book, or use services are “**Guests**.” Hosts offer event spaces (“**Event Spaces**”) and other services (collectively, “**Host Services**,” and each Host Service offering, a “**Listing**”). You must register and create an account to access and use many features of the Yedding Platform. You agree to keep your account information accurate and current. As the provider of the Yedding Platform, Yedding does not own, control, offer or manage any Listings or Host Services. Yedding is not a party to any contracts solely between Hosts and Guests, nor is Yedding a real estate broker or insurer. Yedding is not acting as an agent in any capacity for any Member. To learn more about Yedding’s role see **Section 16**.

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

## Guest Terms

### 1. Booking on Yedding

**1.1 Booking.** When you book a Listing, you agree to pay all charges for your booking including the Listing price, applicable fees like Yedding’s service fee, taxes, and any other items identified during checkout (collectively, “**Total Price**”). When you receive the booking confirmation, a contract for Host Services (sometimes called a reservation in these Terms) is formed directly between you and the Host. The cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout form part of your contract with the Host. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.

**1.2 Offline Fees.** Hosts may not collect any additional fees or charges outside the Yedding platform.

**1.3 Event Space Reservations.** An Event Space reservation is a limited license to enter, occupy, and use the Event Space. The Host retains the right to re-enter the Event Space during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law. If you stay past your agreed-upon event time, the Host has the right to terminate this license and make you leave in a manner

consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

## **2. Cancellations, Refunds and Booking Modifications.**

**2.1 Cancellations and Refunds.** If as a Guest you cancel a reservation, the amount refunded to you is determined by the cancellation policy [or agreement](#) that applies to that reservation. Generally, if you as a Guest you cancel a reservation less than one month before your scheduled event, you will not be eligible for a full refund. If the Host cancels, you may be eligible for rebooking assistance or a partial or full refund.

**2.2 Booking Modifications.** Guests and Hosts are responsible for any booking modifications they agree to make via the Yedding Platform or direct Yedding customer service to make on their behalf ("**Booking Modifications**"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

## **3. Your Responsibilities and Assumption of Risk.**

**3.1 Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Host Service. For example, this means: (i) you are responsible for leaving an Event Space (and related personal property) in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you or a guest bring a minor to a Host Service, you or the guest must be legally authorized to act on behalf of the minor and you and the guest are solely responsible for the supervision of that minor.

**3.2 Your Assumption of Risk.** **You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Yedding Platform and any Content (as defined in Section 10), including your use of any Host Service, or any other interaction you have with other Members whether in person or online. This means it is your responsibility to investigate a Host Service to determine whether it is suitable for you. For example, Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services.**

## **4. Responsibility for Damages**

**4.1 Yedding is not liable for Guest Actions.** Any loss or damage to real or personal property of a Host caused by the fault, negligence or intentional misconduct of a Guest shall be paid by the Guest. Hosts agree to only look to Guests for such losses or damage. If any fault, negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any Host or person, Yedding assumes no responsibility therefore, and the Host will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees),

finances, charges or liability arising from any claims resulting therefrom. The Host hereby releases and discharges Yedding from responsibility for any injury or damage to the Host, or to the Host's personal property caused by the fault, negligence or intentional misconduct of the Guest or other Guests or anyone other than Yedding or its employees.

**4.2 Yedding is not liable for Host Actions.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of a Host shall be paid by the Host. Hosts agree to only look to Guests for such losses or damage. If any fault, negligence or intentional misconduct of a Host results in death, injury, illness or damage to any Guest or person, Yedding assumes no responsibility therefore, and the Guest will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct a Host or anyone other than Yedding or its' employees.

**4.3 Yedding and Hosts are not liable for the Actions of Other Guests.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of another Guest shall be paid by the other Guest. If any fault, negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any other Guest or person, Yedding and the Host assume no responsibility therefore, and the Guest will hold the Host and Yedding harmless and indemnify its trustees, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct another Guest or anyone other than Yedding or its' employees.

## **Host Terms**

### **5. Hosting on Yedding.**

**5.1 Host.** Yedding offers Hosts the opportunity to share Host Services with our community of Guests. A Host is responsible for and in control of how it sets up an Event Space (including price, availability, and rules for each Listing).

**5.2 Contracting with Guests.** When you accept a booking request, or receive a booking confirmation through the Yedding Platform, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You agree to pay all applicable fees owed to Yedding, including Yedding's service fee (and applicable taxes) for each booking. Yedding will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

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

## **6. Managing Your Listing.**

**6.1 Creating and Managing Your Listing.** Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, and any rules or requirements that apply to your Guests or Listing. You are responsible for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You agree to obtain appropriate insurance for your Host Services and you agree to carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Event Space, but may have multiple Listings for a single property if it has multiple Event Spaces.

**6.2 Know Your Legal Obligations.** You are responsible for understanding and agree to comply with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases, or homeowner and condominium association rules, restrict or prohibit subletting, short-term rentals and/or large events. Some cities have zoning or other laws that restrict the short-term rental of residential properties. Some jurisdictions require Hosts to register, get a permit, or obtain a license before providing certain Host Services (such as short-term rentals, preparing food, serving alcohol for sale, or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. A Host agrees to check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. If you have questions about how local laws apply you should always seek legal advice.

**6.3 Host Privacy Standards.** As a Host you will receive and use Guests' personal information to manage your reservations and deliver your Host Service. You agree to comply with applicable privacy laws, our Privacy Policy and these Terms when you handle and process any information collected from or about Guests. You should only use personal information you receive through the Yedding Platform as necessary to manage your reservations and deliver your Host Service. You may not encourage or require Guests to: open an account, leave a review, or otherwise interact, with a third-party website, application or service before, during or after a reservation, unless authorized by Yedding.

**6.4 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 allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in

your Listing description and may not collect any additional fees or charges outside the Yedding Platform.

- 6.5 Hosting as a Team or Organization.** If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions.
- 6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Yedding Platform, offering Host Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Yedding Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by Yedding.**

## **7. Responsibility for Damages.**

Hosts are responsible for damages to the same extent as Guests, as provided in **Sections 4.1, 4.2, and 4.3** of these Terms.

## **8. Cancellations and Booking Modifications.**

- 8.1 Cancellations.** In general, if a Guest cancels a reservation, the amount paid to you is determined by the terms and cancellation policy you establish for that reservation. As a Host, you should not cancel on a Guest without a valid reason under applicable law or as allowed by the terms of the Listing. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and may determine that you are in violation of these Terms. If a reservation is cancelled under Section 13 of these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Yedding exceeds your payout, Yedding may recover that amount from you, including by offsetting the refund against your future payouts. You also agree to return any amounts to us related to such refund. You agree that, as between you and us, these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a reservation and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under this policy, we may delay release of any payout for that reservation until a refund decision is made.
- 8.2 Booking Modifications.** Hosts and Guests are responsible for any Booking Modifications they agree to make via the Yedding Platform or direct Yedding customer service to make

on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

## **9. Taxes.**

**9.1 Host Taxes.** Hosts are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any taxes ("**Taxes**").

**9.2 Tax Information.** In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Yedding may issue on your behalf invoices or similar documentation for Taxes for your Host Services to facilitate accurate tax reporting by you, our Guests, and/or their organizations.

## **General Terms**

### **10. Content.**

Parts of the Yedding Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant Yedding a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy Policy describes how we use that personal information. Where Yedding pays for the creation of Content or facilitates its creation, Yedding may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Yedding the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Regarding Content, Yedding prohibits, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Yedding may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Yedding does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

### **11. Fees.**

Yedding may charge fees (and applicable Taxes) to Hosts and Guests for use of the Yedding Platform. Except as otherwise provided on the Yedding Platform, fees are non-refundable. Yedding reserves the right to change the fees at any time and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior

to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 13.2.

## **12. Yedding Platform Rules.**

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

- Act with integrity and treat others with respect
  - Do not lie, misrepresent something or someone, or pretend to be someone else.
  - Be polite and respectful when you communicate or interact with others.
  - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Yedding Platform
  - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Yedding Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Yedding Platform or Content.
  - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Yedding Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the Yedding Platform.
- Only use the Yedding Platform as authorized by these Terms or another agreement with us
  - You may only use another Member's personal information as necessary to facilitate a transaction using the Yedding Platform as authorized by these Terms.
  - Do not use the Yedding Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
  - You may use Content made available through the Yedding Platform solely as necessary to enable your use of the Yedding Platform as a Guest or Host.
  - Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
  - Do not request, make, or accept a booking or any payment outside of the Yedding Platform to avoid paying fees, taxes or for any other reason.
  - Do not require or encourage Guests to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a reservation, unless authorized by Yedding.
  - Do not engage in any practices that are intended to manipulate our search algorithm.
  - Do not book Host Services unless you are actually using the Host Services.
  - Do not use, copy, display, mirror or frame the Yedding Platform, any Content, any Yedding branding, or any page layout or design without our consent.
- Honor your legal obligations
  - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.

- If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
- Read and follow our Terms and policies.
- Do not use the name, logo, branding, or trademarks of Yedding or others without permission.
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Yedding branding.
- Do not offer Host Services that violate the laws or agreements that apply to you.

**12.2 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 Yedding. In addition, if you believe that a Member, Listing or Content has violated our Terms or policies, you should report your concerns to Yedding. If you reported an issue to local authorities, Yedding may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

**12.3 Copyright Notifications.** We have adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to [yeddingllc@gmail.com](mailto:yeddingllc@gmail.com).



## **13. Termination, Suspension and other Measures.**

**13.1 Term.** The agreement between you and Yedding reflected by these Terms is effective when you access the Yedding Platform.

**13.2 Termination.** You may terminate this agreement at any time by deleting your account. Yedding may terminate this agreement and your account for any reason by giving you prior notice via email or using any other contact information you have provided for your account. Yedding may also terminate this agreement immediately and without notice and stop providing access to the Yedding Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Yedding, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

**13.3 Member Violations.** If (i) you breach these Terms or our policies, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Yedding believes it is reasonably necessary to protect Yedding, its Members, or third parties or to otherwise protect the integrity and intended community standards for the Yedding Platform; Yedding may, with or without prior notice:

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

For minor violations or where otherwise appropriate as Yedding determines in its sole discretion, you will be given notice of any intended measure by Yedding and an opportunity to resolve the issue. If a reservation is cancelled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Guest, and by any other costs we incur as a result of the cancellation.

**13.4 Legal Mandates.** Yedding may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

**13.5 Effect of Termination.** If you are a Host and terminate your Yedding account, any confirmed booking(s) will be automatically cancelled, and you must ensure that your Guests receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically cancelled, and any refund will depend upon the terms of the Listing's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Yedding Platform has been limited, or your Yedding account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Yedding Platform through an account of another Member.

**13.6 Survival.** Parts of these Terms that by their nature survive termination, will survive termination of this agreement.

## **14. Modification.**

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

## **15. Resolving Complaints and Damage Claims.**

If a Member damages the real or personal property of another Member, the complaining Member must seek compensation directly from the other Member or through the court, where applicable. In no case will Yedding provide compensation for damage caused by a Member. However, in case of damage, you are encouraged to submit a damage claim to Yedding for informational and safety purposes for other Members.

## **16. Yedding’s Role.**

We offer a platform that enables Members to publish, offer, search for, and book Host Services. We do not and cannot control the conduct of Guests and Hosts. You acknowledge that Yedding has the right, but does not have any obligation, to monitor the use of the Yedding 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 Yedding 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 acknowledge and agree that Yedding administers its policies and standards, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Yedding in good faith, and to provide Yedding with such information and take such actions as may be reasonably requested by Yedding with respect to any investigation undertaken by Yedding regarding the use or abuse of the Yedding Platform. Yedding is not acting as an agent for any Member.

## **17. Member Accounts.**

You must register an account to access and use many features of the Yedding Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using

the Yedding Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Yedding if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

## **18. Disclaimer of Warranties.**

**We provide the Yedding Platform “as is” without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Guest, Host, Host Service, Listing or third party; (ii) we do not warrant the performance or non-interruption of the Yedding Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Listings or Members (if any) will identify past misconduct or prevent future misconduct. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.**

## **19. Limitations on Liability.**

**Neither Yedding (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Yedding Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Yedding Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Yedding Platform, or (iv) publishing or booking of a Listing, including the provision or use of Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Yedding has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.**

**Except for our obligation to transmit payments to Hosts under these Terms, in no event will Yedding’s aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Yedding Platform, any Content, or any Host Service, exceed: (A) to Guests, the amount you paid as a Guest during the 12-month period prior to the event giving rise to the liability, (B)**

to Hosts, the amount paid to you as a Host in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred U.S. dollars (US\$100).

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

## 20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at Yedding's option), indemnify, and hold Yedding (its affiliates and other personnel) 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: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Policies, (ii) your improper use of the Yedding Platform, (iii) your interaction with any Member, use of an Event Space or other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

## 21. Disputes, Governing Law and Venue.

20.1. **Dispute Resolution.** You and Yedding 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 Yedding Platform (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. Any claim or dispute between you and Yedding that meets the preceding definition and that arises in whole or in part from the use of the Yedding Platform shall be decided exclusively by a court of competent jurisdiction located in Utah County, Utah, unless submitted to arbitration as set forth in the following paragraph. **You acknowledge and agree that you and Yedding 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 Yedding 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. This section will survive any termination of these Terms of Service.

20.2 **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 section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://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.

- 20.2. **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) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Utah 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 days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. Unless you and Yedding otherwise agree, the arbitration will be conducted in Utah County, Utah. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Yedding 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.

**22. 20.3 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. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth indetermined by the AAA Rules. Miscellaneous Terms**

- 22.1 **Interpreting these Terms.** Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms

(including those items incorporated by reference) constitute the entire agreement between Yedding and you pertaining to your access to or use of the Yedding Platform and supersede any and all prior oral or written understandings or agreements between Yedding and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Yedding. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”

**22.2 No Waiver.** Yedding’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. 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 permitted under law.

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

**22.4 Notice.** Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Yedding via email, Yedding Platform notification, messaging service, or any other contact method we enable and you provide.

**22.5 Force Majeure.** Yedding 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.

**22.6 Emails and SMS.** You will receive administrative communications from us using the email address or other contact information you provide for your Yedding account.

**22.7 Contact Us.** If you have any questions about these Terms please email us at [yeddingllc@gmail.com](mailto:yeddingllc@gmail.com).

# Guest Terms

## 1. Booking on Yedding

- 1.1 Booking.** When you book a Listing, you agree to pay all charges for your booking including the Listing price, applicable fees like Yedding's service fee, taxes, and any other items identified during checkout (collectively, "Total Price"). When you receive the booking confirmation, a contract for Host Services (sometimes called a reservation in these Terms) is formed directly between you and the Host. The cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout form part of your contract with the Host. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.
- 1.2 Offline Fees.** Hosts may not collect any additional fees or charges outside the Yedding platform.
- 1.3 Event Space Reservations.** An Event Space reservation is a limited license to enter, occupy, and use the Event Space. The Host retains the right to re-enter the Event Space during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law. If you stay past your agreed-upon event time, the Host has the right to terminate this license and make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

## 2. Cancellations, Refunds and Booking Modifications.

- 2.1 Cancellations and Refunds.** If as a Guest you cancel a reservation, the amount refunded to you is determined by the cancellation policy [or agreement](#) that applies to that reservation. Generally, if you as a Guest you cancel a reservation less than one month before your scheduled event, you will not be eligible for a full refund. If the Host cancels, you may be eligible for rebooking assistance or a partial or full refund.
- 2.2 Booking Modifications.** Guests and Hosts are responsible for any booking modifications they agree to make via the Yedding Platform or direct Yedding customer service to make on their behalf ("**Booking Modifications**"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

## 3. Your Responsibilities and Assumption of Risk.

- 3.1 Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Host Service. For example, this means: (i) you are responsible for leaving an Event Space (and related personal property) in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect, and comply with applicable

laws at all times. If you or a guest bring a minor to a Host Service, you or the guest must be legally authorized to act on behalf of the minor and you and the guest are solely responsible for the supervision of that minor.

**3.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Yedding Platform and any Content (as defined in Section 10), including your use of any Host Service, or any other interaction you have with other Members whether in person or online. This means it is your responsibility to investigate a Host Service to determine whether it is suitable for you. For example, Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services.**

#### **4. Responsibility for Damages**

**4.1 Yedding is not liable for Guest Actions.** Any loss or damage to real or personal property of a Host caused by the fault, negligence or intentional misconduct of a Guest shall be paid by the Guest. Hosts agree to only look to Guests for such losses or damage. If any fault, negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any Host or person, Yedding assumes no responsibility therefore, and the Host will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Host hereby releases and discharges Yedding from responsibility for any injury or damage to the Host, or to the Host's personal property caused by the fault, negligence or intentional misconduct of the Guest or other Guests or anyone other than Yedding or its employees.

**4.2 Yedding is not liable for Host Actions.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of a Host shall be paid by the Host. Hosts agree to only look to Guests for such losses or damage. If any fault, negligence or intentional misconduct of a Host results in death, injury, illness or damage to any Guest or person, Yedding assumes no responsibility therefore, and the Guest will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct a Host or anyone other than Yedding or its' employees.

**4.3 Yedding and Hosts are not liable for the Actions of Other Guests.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of another Guest shall be paid by the other Guest. If any fault, negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any other



Guest or person, Yedding and the Host assume no responsibility therefore, and the Guest will hold the Host and Yedding harmless and indemnify its trustees, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct another Guest or anyone other than Yedding or its' employees.

# Host Terms

## 1. Hosting on Yedding.

**1.1 Host.** Yedding offers Hosts the opportunity to share Host Services with our community of Guests. A Host is responsible for and in control of how it sets up an Event Space (including price, availability, and rules for each Listing).

**1.2 Contracting with Guests.** When you accept a booking request, or receive a booking confirmation through the Yedding Platform, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You agree to pay all applicable fees owed to Yedding, including Yedding's service fee (and applicable taxes) for each booking. Yedding will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

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

## 2. Managing Your Listing.

**2.1 Creating and Managing Your Listing.** Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, and any rules or requirements that apply to your Guests or Listing. You are responsible for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You agree to obtain appropriate insurance for your Host Services and you agree to carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Event Space, but may have multiple Listings for a single property if it has multiple Event Spaces.

**2.2 Know Your Legal Obligations.** You are responsible for understanding and agree to comply with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases, or homeowner and condominium association rules, restrict or prohibit subletting, short-term rentals and/or large events. Some cities have zoning or other laws that restrict the short-term rental of residential properties. Some jurisdictions require Hosts to register, get a permit, or obtain a license before providing certain Host Services (such as short-term rentals, preparing food, serving alcohol for sale, or operating a vehicle). In some places, the Host Services you

want to offer may be prohibited altogether. A Host agrees to check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. If you have questions about how local laws apply you should always seek legal advice.

- 2.3 Host Privacy Standards.** As a Host you will receive and use Guests' personal information to manage your reservations and deliver your Host Service. You agree to comply with applicable privacy laws, our Privacy Policy and these Terms when you handle and process any information collected from or about Guests. You should only use personal information you receive through the Yedding Platform as necessary to manage your reservations and deliver your Host Service. You may not encourage or require Guests to: open an account, leave a review, or otherwise interact, with a third-party website, application or service before, during or after a reservation, unless authorized by Yedding.
- 2.4 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 allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Yedding Platform.
- 2.5. Hosting as a Team or Organization.** If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions.
- 2.6. Your Assumption of Risk.** You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Yedding Platform, offering Host Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Yedding Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by Yedding.

### **3. Responsibility for Damages.**

- 3.1 Yedding is not liable for Guest Actions.** Any loss or damage to real or personal property of a Host caused by the fault, negligence or intentional misconduct of a Guest shall be paid by the Guest. Hosts agree to only look to Guests for such losses or damage. If any fault,

negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any Host or person, Yedding assumes no responsibility therefore, and the Host will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Host hereby releases and discharges Yedding from responsibility for any injury or damage to the Host, or to the Host's personal property caused by the fault, negligence or intentional misconduct of the Guest or other Guests or anyone other than Yedding or its employees.

**3.2 Yedding is not liable for Host Actions.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of a Host shall be paid by the Host. Hosts agree to only look to Guests for such losses or damage. If any fault, negligence or intentional misconduct of a Host results in death, injury, illness or damage to any Guest or person, Yedding assumes no responsibility therefore, and the Guest will hold Yedding harmless and indemnify its managers, members, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct a Host or anyone other than Yedding or its' employees.

**3.3 Yedding and Hosts are not liable for the Actions of Other Guests.** Any loss or damage to real or personal property of a Guest caused by the fault, negligence or intentional misconduct of another Guest shall be paid by the other Guest. If any fault, negligence or intentional misconduct of a Guest results in death, injury, illness or damage to any other Guest or person, Yedding and the Host assume no responsibility therefore, and the Guest will hold the Host and Yedding harmless and indemnify its trustees, officers, employees and agents from and against, all loss, expense (including but not limited to reasonable attorney fees), fines, charges or liability arising from any claims resulting therefrom. The Guest hereby releases and discharges Yedding from responsibility for any injury or damage to the Guest, or to the Guest's personal property caused by the fault, negligence or intentional misconduct another Guest or anyone other than Yedding or its' employees.

## **4. Cancellations and Booking Modifications.**

**4.1 Cancellations.** In general, if a Guest cancels a reservation, the amount paid to you is determined by the terms and cancellation policy you establish for that reservation. As a Host, you should not cancel on a Guest without a valid reason under applicable law or as allowed by the terms of the Listing. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and may determine that you are in violation of these Terms. If a reservation is cancelled under Section 13 of these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Yedding exceeds your payout, Yedding may recover that amount from you, including by

offsetting the refund against your future payouts. You also agree to return any amounts to us related to such refund. You agree that, as between you and us, these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a reservation and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under this policy, we may delay release of any payout for that reservation until a refund decision is made.

**4.2 Booking Modifications.** Hosts and Guests are responsible for any Booking Modifications they agree to make via the Yedding Platform or direct Yedding customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

## **5. Taxes.**

**5.1 Host Taxes.** Hosts are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any taxes ("**Taxes**").

**5.2 Tax Information.** In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Yedding may issue on your behalf invoices or similar documentation for Taxes for your Host Services to facilitate accurate tax reporting by you, our Guests, and/or their organizations.