DISCLAIMER / TERMS AND CONDITIONS

For Vacation Rental Connect, a Cloud Based Vacation Rental self-Management Software with Online Booking options

This disclaimer is for your protection. Please read it carefully as this notifies you in writing of Vacation Rental Connect's limited liability and your responsibilities by receiving benefits of service through the Vacation Rental Connect website that will be referred to in this document as Vacation Rental Connect. By using Vacation Rental Connect's services, you agree to the terms and conditions of this disclaimer.

Vacation Rental Connect is not responsible for any of the information listed in this site. We do not own nor can we enter into any contract concerning any property listed on the site even though we may from time to time provide tools, such as online booking, that enable a guest to enter into a transaction to reserve a specific property or services directly from the Host (owner/agent) of that property. Guests are responsible to confirm information before signing up to services. Hosts are responsible to qualify all guests before entering into a contract. Vacation Rental Connect’s primary service is providing Hosts with vacation rental property management tools and software connect services to services like cleaning services, maintenance services, answering services, camera monitoring services, etc, while enabling online booking options.

Vacation Rental Connect shall not be held accountable for any disputes arising between guests and hosts, or between hosts and service providers. Guests and hosts are fully responsible for their utilization of Vacation Rental Connect's services. Neither Vacation Rental Connect nor its owners, employees, or contractors assume liability for the accuracy or content of information provided on this website, nor for any property or guest reviews. Property owners and hosts bear sole responsibility for obtaining any necessary licenses and permits for short-term rental operations in jurisdictions where required, and you agree to indemnify Vacation Rental Connect against any fines, penalties, or liens resulting from non-compliance with local regulations.

Our site is a service for property owners/ hosts/ agents **(hereinafter Host or Hosts)** to list vacation rentals for rent or lease or allow properties for use in various service packages and for Travelers to enter into an agreement to occupy these accommodations for a set period of time. We are not involved in any transaction between any parties who uses our site. As a result, we have no control over the quality, safety or legality of the items advertised; the truth or accuracy of the listings, the ability of Hosts to offer occupancy the accommodations or the guests to occupy accommodations. We cannot ensure that a Host or guest will complete the transaction.

Our service allows hosts to update their listing information either online or through our support

staff at their convenience. While we expect hosts to furnish truthful and accurate information, we cannot guarantee this or regulate the conduct of hosts listed on our site. By using this site, you acknowledge and accept these inherent risks.

For properties where **Instant Book** is enabled, Once a Guest accepts our Terms and Conditions and the Booking Policy of the Host and submits the initial payment for the Service Fees, the parties enter into a binding agreement. For properties where only a **Booking Request** is possible, there is no binding agreement until the Host accepts the reservation. Once a binding agreement is entered into, by creating a reservation, Host has the right to collect payment from any available payment method associated with the Guest, including but not limited to previously shared credit card details, eCheck information, etc.

For properties where hosts opt for Vacation Rental Connect's full listing service, the properties will be listed under one of Vacation Rental Connect's Airbnb, VRBO, etc accounts, with funds collected by Vacation Rental Connect. All invoices from connected service providers will be settled using these funds. A 25% software use fee will be deducted by Vacation Rental Connect before disbursing the funds to the host. All connected service fees will also be paid on behalf of the property. It's important to note that Vacation Rental Connect does not function as a property manager or agent for hosts or property owners. By using our services, hosts and property owners agree to hold Vacation Rental Connect harmless from any claims or liabilities arising from these services.

Hosts and their agents bear full responsibility for the accuracy of the information presented in their property listings. By providing text and photos, hosts and agents assert that they either own the content or have obtained the necessary licenses for its use on this site. Vacation Rental Connect does not assume responsibility for any actions or omissions of actions by guests resulting from the use of this site.

None of the information contained in any page on this site is confirmed or warranted by any party. Confirmation of information published herein is the sole responsibility of the renting party.

You are solely responsible for conducting your own investigation into any claims made by vacation property hosts. By using any information found on this site, you assume all liability. Vacation Rental Connect makes no guarantees regarding the accuracy of the information contained in any of the pages published here and assumes no responsibility for any inaccuracies.

Guests are advised that each property establishes its own refund and cancellation policies, along with associated fees. These may include non-refundable policies, separate membership fees, taxes, resort fees, or other charges for property use. We strongly recommend purchasing trip cancellation insurance at your own expense. Vacation Rental Connect is not liable for refunding rental fees for any reason. The reservation service fee is non-refundable except in cases where the host cancels the reservation due to maintenance issues or double booking.

Vacation Rental Connect grants its users a limited, revocable, non-exclusive license to access its site to, as applicable, advertise vacation rental properties and/or research, view or make legitimate inquiries to Hosts regarding their interest in particular holiday rental properties for their personal use, all in accordance with these Terms & Conditions.

Any other use of the site is expressly prohibited. Importantly, this license does not include any right of collection, aggregation, copying, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

Legitimacy of Advertised Rentals

Vacation Rental Connect is not responsible for the legitimacy of the rental information listed by Hosts.

VERIFIED HOST

Certain Hosts appear on the site as VERIFIED HOST. We collect data from hosts / owners' agents, such us photo ID, passport, ownership / property access information from such host and try to verify the information provided to the best of our ability.

NON-VERIFIED HOST

For Hosts without the “Verified Host” icon or badge, we highly recommend that you check the legitimacy of the Host before making a payment. Some useful tips are :

1. Speak to the Host on the telephone
2. Ask for reference from previous clients
3. Take out travel insurance
4. Ask for a copy of the owner's passport
5. NEVER accept to pay by money cash transfer services such as Western Union or Money Gram

Should you have uncovered a fraudulent rental on our site please advise us immediately so we can remove them.

Service Availability

Vacation Rental Connect will, in an effort to bring constant improvements to its service, have to change, suspend or discontinue some aspect of the site at any time, including the availability of any site features, database, or content. Vacation Rental Connect may also impose limits on certain features or services or restrict access to parts, or the entire site for legal, commercial or technical reasons. There may also be times when the site becomes inaccessible as a result of technical difficulties experienced on the Internet. Vacation Rental Connect will, however, use reasonable efforts to overcome these difficulties when they are within our abilities. Please note, however, that we cannot guarantee continuous access to the site or any of its specific features.

Rules of Conduct

Unless otherwise provided within these Terms and Conditions, or unless otherwise applicable law requires us to allow you to do so, you may not do any of the following without our prior written consent:

- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever
- Reproduce any portion of the site on any website, using any device including, but not limited to, use of a frame or border environment around the site, or other framing technique to enclose any portion or aspect of the site, or mirror or replicate any portion of the site

- Modify, translate into any language or computer language, or create derivative works from, any content or any part of this site
- Reverse engineer any part of this site, except to the extent expressly permitted by applicable law
- Sell, offer for sale, transfer, or license any portion of the site in any form to any third parties
- Use any robot, spider, other automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the site
- Use the site other than to advertise and/or research vacation rentals and to make legitimate inquiries to our Hosts
- Use the site to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by these Terms
- Post or transmit any information that constitutes or contains false or misleading indications of origin or statements of fact
- Use or access the Site in any way that adversely affects the performance or function of the Site, or any other computer systems or networks used by us or the Site, or infringes on our copyright or any copyright of our Hosts or Guests.
- Violate, pass off as your own, or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of publicity or privacy or any other proprietary rights
- Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or intercept, the normal operation of the Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of any third party or
- Disguise the origin of the information transmitted through the Site.

Listing Cancellation by the Host

Vacation rental listings with Vacation Rental Connect can be cancelled at any time. Upon the day of notification, Vacation Rental Connect will cancel the listing within two weeks of the day of notification. Vacation rental listings may also be deactivated or deleted from the property dashboard instantly.

Listing Policies

Vacation Rental Connect reserves the right to remove any vacation rental listing at its discretion and cancel service without notification. Hosts are expected to follow the Acceptable Content Policies. Listings which do not adhere to these policies are subject to cancellation at the sole discretion of the Vacation Rental Connect staff. If a listing fee was paid, no refund will be issued for cancelled listings.

Acceptable Content Policies

These policies are established in order to preserve a fair and orderly site for the advertisement of vacation rentals and in order to maintain a "family safe" environment. Note that these policies are subject to periodic review and may be updated from time to time.

On the listings web addresses may not be included. Any references to specific web addresses, web sites, email addresses or phone numbers are not considered acceptable content and may be removed without notice.

All content must be "family safe" and "G" rated. Vacation rental listings may not contain vulgarity, or comments related to violence, hate, or references of a sexual nature. Such references are not considered acceptable content and may be removed without notice. In the case of disputed content, the operators of this site will be the final judge as to the appropriateness of the content.

Vacation Rental Connect reserves the right to alter, exclude, reject part or in whole, any information in the vacation rental listing supplied by vacation rental host. After submitting information to Vacation Rental Connect it becomes the copyrighted property of Vacation Rental Connect and unauthorized copying or use of such information is prohibited by law and is subject to criminal prosecution.

Vacation Rental Connect reserves the right to add relevant keywords to the content of the listings, ensuring that search engines rank Vacation Rental Connect pages high.

Personal Information

Vacation Rental Connect will collect personal information necessary to conduct its services. Vacation Rental Connect will not share personal information with third parties. However, Vacation Rental Connect may use personal information obtained from its services to offer more

services (affiliate owned websites) and or promote such services to its current customers (including both guests and host). By subscribing as an owner to Vacation Rental Connect you agree to receive:

A. Emailed Reservation Requests from our customers
B. Reservation Confirmation Emails
C. Follow up emails from our system
D. Vacation Rental Connect monthly newsletter

Spam

Vacation Rental Connect does not condone spamming and will not participate in spamming. Vacation Rental Connect reserves the right to cancel services to those who violate this policy by engaging in Unsolicited Commercial Emails via Vacation Rental Connect site or by using its information. Additionally, unauthorized use of information used by third parties will be subject to copyright law violations and will be subject to criminal prosecution.

Reservations

PROPERTIES: Hosts shall make available for booking through the System at least the same number and type of properties as are made available through any property channel or third-party channel. Property shall make the properties available for booking on all days.
RATES: Property shall set the Rates for properties to be at least as favorable as the rates, rules, terms, and conditions Host offers to or sets for accommodations made available for booking through any property channel or third-Party Channel.

Limitation of Liability

In no event will the site, subsidiaries, affiliates, officers, directors and/or employees (collectively, Vacation Rental Connect) be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from our site, these Terms and Conditions, your use of the site and/or any transaction between users, even if we have been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) strict liability, (4) tort, (5) negligence, (6) fines, taxes or liens or (7) any other cause of action, to

the maximum extent such exclusion and limitations are not prohibited by applicable law. If you are dissatisfied with the site, and you do not agree with any part of these Terms and Conditions, then your sole and exclusive remedy against us is to discontinue using the site and any connected services. In all events, our liability, and the liability of any member of Vacation Rental Connect, to you or any third party in any circumstance arising out of or in connection with the site is limited to the greater of (a) the amount of fees you pay to us in the 30 days prior to the action giving rise to liability, and (b) US$100.00 (One Hundred Dollars) in the aggregate.

Amendments

Vacation Rental Connect reserves the right to change these Terms and Conditions from time to time and post the new version of these Terms and Conditions. When we do so, we will notify users of the fact that there are changed Terms and Conditions on the site, and that the new version will take effect immediately upon the date of posting (or such later date as we indicate in the relevant posting). Should a Host not wish to be governed by the new version of these Terms and Conditions, he may notify us in writing up to 30 days after the date when the new version of these Terms and Conditions is to take effect.

Governance

This Agreement shall be governed by and construed in accordance with the laws of Deleware without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Deleware, and the parties hereby consent to the personal jurisdiction and venue of these courts.

Other

By using or continuing to use the services of this site, you agree to the terms and conditions of this disclaimer.