



EscapiaNET Terms of Use Agreement

Last updated 11/1/2012

This user agreement (the "Agreement" or "User Agreement") defines the terms and conditions applicable to your use of EscapiaNET services offered by Escapia, Inc. (collectively "Distribution Services"). To help you understand some of the legal language used in this document, keep in mind that "Escapia," "we," "us" and "our" all refer to Escapia Inc. The terms "Property Manager", "you" and "your" are used to refer to the party who is entering into a contract with Escapia Inc. for the Services. The term "Renter" is used to refer to any individual who inquires of or rents a specific vacation rental property through the Services.

1. ACCEPTANCE OF TERMS

Escapia provides the Distribution Services to you, subject to the following Terms of Use ("TOU"). EscapiaNET currently provides professional rental property companies with access to a rich collection of online resources and communications services. Unless explicitly stated otherwise, any new features that augment or enhance the current Distribution Services, including the release of new Distribution Services functionality or features, shall be subject to the TOU. Please note that other Escapia services, outside of EscapiaNET, are governed by a different Terms of Use. Please also note that other websites and services offered by our partners are not under our control and will not be governed by the same TOU. Please consult our partners' posted terms of use for their practices. **BY USING OUR SITE AND THE DISTRIBUTION SERVICES YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THE TOU. IF YOU DO NOT AGREE TO THIS TOU, PLEASE DO NOT USE THE DISTRIBUTION SERVICES AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT TO MODIFY OR AMEND THE TERMS OF OUR TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE DISTRIBUTION SERVICES FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES.** Additional terms and conditions may apply to the purchase of products, such as shipping and return policies, the license of software, and the use of the Site. By using the Distribution Services, you agree to such terms and conditions as well.

2. OWNERSHIP OF DISTRIBUTION SERVICES

This Site, the Distribution Services and any associated software, files, data, content, documentation, media, or any other materials provided by EscapiaNET (collectively "Associated Materials") are the sole property of Escapia. All elements of the Distribution Services, including without limitation the general design and the Associated Materials, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Distribution Services may only be used for the intended purpose for which such Distribution Services are being made available. You may not modify any of the Associated Materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Distribution Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Distribution Services. For

purposes of this TOU, the use of any of the Associated Materials on any other web site or networked computer environment is prohibited.

3. MODIFICATIONS TO SERVICES

Escapia reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Escapia shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. Your submission of listings and/or selection of a distribution channel is no guarantee that any or all listings will be displayed by Escapia or any partner. The choice of what listings to display and when to display them rests entirely with Escapia or the partner website.

4. ACCURACY OF REGISTRATION DATA

In consideration of your use of the Distribution Services, you will: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Distribution Services' registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Escapia has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Escapia has the right to suspend or terminate your account and refuse any and all current or future use of the Distribution Services (or any portion thereof).

5. PROPERTY LISTINGS AND CONTENT SUBMITTED TO DISTRIBUTION SERVICES

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Escapia are entirely responsible for all Content that you upload, post or otherwise transmit via the Distribution Services. Escapia does not control the Content posted via the Distribution Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Distribution Services, you may be exposed to Content that is offensive, indecent or objectionable.

You will post Content related solely to rental properties that you own or manage. You must be legally able to list the property(ies) submitted by your company on the Distribution Services. Each property must be available for rent. You must accurately describe all property or community features and terms, provide photographs that you have the right to provide, and complete any information that will aid our search engines to find your property when it meets the criteria of a potential Renter. Each property listing must correspond to a single property. No property listing will include html code, inline links, or other mark-up languages or links or addresses of third party websites (websites not affiliated with Property Manager or Escapia). You may not list property as a "sample" or "example" of your total inventory. We will assign your property to a location that you request unless you are misrepresenting the location of the specific property. Your Content will not be inaccurate, false, misleading or inflammatory. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the Content and your use of the Distribution Service, including any fair housing laws, regulations and ordinances. You will not mischaracterize the relationship between you and Escapia or imply that Escapia is a party to, or obligated under, any agreement between you and any third party. Property Manager will not change rates or terms for Renter after booking is completed without Renter's express written permission.

Escapia does not claim ownership of the Content you submit through the Distribution Services. By submitting Content to Escapia for inclusion on the Distribution Services, you grant Escapia and any partner of Escapia the world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content for the purpose of displaying, distributing and promoting your company or rental property listings on EscapiaNET and other Escapia websites and services and to distribute or make available the Content to any Escapia partner. Escapia reserves the right to delete Content from Escapia and partner sites at any time for any reason.

Escapia does not pre-screen Content, but Escapia and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Distribution Services. Without limiting the foregoing, Escapia and its designees shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You agree to honor all rate quotes provided to consumers on any web site through EscapiaNET without regard to the accuracy of the rate information provided

In order to accurately identify bookings that were sourced through EscapiaNET and booked either offline or online, you grant Escapia the right to review your booking records and other related information to correctly audit and account for EscapiaNET bookings

6. COMMISSIONS

Property Manager shall pay all amounts due for use of the Distribution Services (“Commissions”) within twenty-one (21) days of the date of invoice from Escapia. Commissions shall be based on total rent incurred by the Renter, including any charges that are grouped with rent. Commissions will be due on the departure date for a Renter’s booking through the Distribution Services. All payments shall be in U.S. funds. In no event shall Property Manager take any steps to avoid or decrease the Commission amount due to Escapia, including without limitation canceling a Renter and rebooking such Renter within Property Manager’s system. Commissions shall be paid to Escapia for all online, offline, mobile and any other form of bookings in which the booking, or an inquiry which resulted in a booking within 60 calendar days of the initial inquiry, was generated through the EscapiaNET program.

7. ESCAPIA INFORMATION DISCLOSURE AND PRIVACY POLICY

Escapia shall own all data collected from Renter’s use of the Distribution Services and may use such data for any purpose that is consistent with Escapia’s privacy policies. As part of the Distribution Services, Escapia will make all of your property listings, showings, company content and all personally identifiable information associated with such information available to third parties (“Listing Data”). In addition, we may disclose to third parties certain aggregate information contained in your Registration Data, your property listings or company content or related data. We may disclose to third parties certain non-Listing Data information about Property Manager for the purposes of offering services that are complementary to EscapiaNET. We may also disclose such non Listing Data information in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the TOU, in exigent circumstances to protect against injury to you, us, or a third party or your, our, or their property, or under any of the other circumstances set forth in our privacy policy, as may be amended from time to time. For more information, please see our full privacy policy at http://www.escapia.com/privacy_policy.html

8. PROPERTY MANAGER CONDUCT

You will not use the Distribution Services to:

- (a) Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) Impersonate any person or entity, including, but not limited to, an Escapia official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- (d) Upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (e) Upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (f) Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Services that are designated for such purpose;
- (g) Upload, post or otherwise transmit any content that requires membership or payment to access any or all of the content posted. This includes, but is not limited to, use of Services by fee-based services, rental locator services, or any other company that requires additional fees or obligations to access content or information;
- (h) Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- (j) Violate any applicable local, state, national or international law, regulation or ordinance;
- (k) "Stalk" or otherwise harass another;
- (l) Promote or provide instructional information about illegal or harmful activities;

9. ACCOUNT SECURITY.

You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures

best suited for your situation and intended use of the Distribution Services and Web Site. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able access your account so you should take reasonable steps to protect this information.

10. NO ENDORSEMENT OR ADVICE

As part of the Distribution Services, Escapia may make available a variety of content through the Site prepared by itself or third parties. This content is for informational purposes only and is not intended as tax, legal or investment advice.

11. ACCESS & INTERFERENCE

Much of the information on the Distribution Services is updated on a real time basis and is proprietary or is licensed to Escapia by users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any and all measures we may use to prevent or restrict access to the Site.

12. INDEMNITY

You will indemnify, protect, defend and hold Escapia, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Distribution Services, your connection to the Distribution Services, your violation of the TOU, or your violation of any rights of another.

13. TERMINATION

You agree that Escapia, in its sole discretion, may terminate your password, your access to EscapiaNET, use of the Distribution Services or use of any other Escapia services, and remove and discard any Content within the Distribution Services, for any reason, including, without limitation, for lack of use or if Escapia believes that you have violated or acted inconsistently with the letter or spirit of the TOU.

Escapia may also in its sole discretion and at any time discontinue providing the Distribution Services, or any part thereof, with or without notice. Any termination of your access to the Distribution Services under any provision of this TOU may be effected without prior notice. Further, Escapia shall not be liable to you or any third-party for any termination of your access to the Services.

14. LINKS

The Distribution Services may provide, or third parties may provide, links to other websites or resources. Escapia is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Escapia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

connection with use of or reliance on any such Content, goods or services available on or through any such website or resource.

15. USER FEEDBACK AND SUBMISSIONS POLICY

Although we welcome your comments and feedback to the Site and our services, except as expressly agreed by Escapia, any such submissions, comments or feedback will not be considered confidential. Escapia cannot guarantee that it will respond to your comments, submissions or feedback. Notwithstanding the foregoing, if you do send us a submission, comment, or feedback, you agree not to assert any ownership right of any kind in the submission, comment, or feedback (including, but not limited to copyright, trademark, unfair competition, moral rights, or implied contract) and you hereby grant Escapia a nonexclusive, perpetual worldwide license to the submission in every media and for every purpose now known or hereinafter discovered and you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, credit. You release Escapia (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your unsolicited submissions, including without limitation all claims for theft of ideas or copyright infringement.

16. DISCLAIMER OF WARRANTIES

Your use of the Distribution Services and any Content is at your sole risk. Escapia does not pre-screen Renters and shall not be responsible for any Renter behavior during the rental period, any consequences of the Renter's cancellations or any failure of the Renter to pay any amount due for the rental. The Distribution Services are provided on an "as is" and an "as available" basis. Escapia expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, course of dealing, usage of trade and non-infringement, that the Distribution Services will meet your requirements or will be uninterrupted, timely, secure, or error-free, that the results that may be obtained from the use of the Distribution Services will be accurate or reliable, that the quality of the products, services, information, or other material purchased or obtained by you through the Distribution Services will meet your expectations, that any errors in the software will be corrected, or that any third party will perform as promised. No advice or information, whether oral or written, obtained by you from Escapia or through or from the Distribution Services shall create any warranty not expressly stated in the TOU.

17. LIMITATION OF LIABILITY

Escapia shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages or loss of profits, goodwill, use, data, or other intangible losses (even if Escapia has been advised of the possibility of such damages) resulting from: (i) the use or the inability to use the Distribution Services; (ii) the cost of procurement of substitute goods and services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Distribution Services; or (v) any other matter relating to the Distribution Services.

Further, Escapia shall not be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines; telephone or other interconnectivity problems; bugs, errors, configuration problems, or incompatibility of computer hardware or software; failure or unavailability of Internet access, problems with Internet service providers with intermediate computer or communications networks or facilities; problems with data transmission facilities of your telephone or telephone service; or

unauthorized access, theft, operator errors, severe weather, earthquakes, acts of God, acts of war or labor disputes. Escapia Inc. is not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Services.

You further agree that Escapia shall not be liable to you or any other third party for any information submitted to you by a renter or prospective renter or for the suitability of qualification of any renter or prospective renter.

18. GENERAL RELEASE

Because Escapia is not involved in transactions between Property Managers and Renters or any third parties, if a dispute arises between one or more users of the Distribution Services, each of you release Escapia (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

19. NOTICE

Notices to you may be made by e-mail or regular mail. Escapia may also provide notices of changes to the TOU, Distribution Services or other matters by displaying notices or links to notices to you generally on the Site.

20. GENERAL INFORMATION

The TOU constitutes the entire agreement between you and Escapia and governs your use of the Distribution Services, superseding any prior agreements between you and Escapia. You also may be subject to additional terms and conditions that may apply when you use other Escapia services, third-party content or third-party software. The TOU and the relationship between you and Escapia shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. The failure of Escapia to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOU are for convenience only and have no legal or contractual effect. You and Escapia are independent entities, and no partnership, agency, joint venture, employee-employer or franchise relationship is intended or created by this Agreement.