

Guest ID Terms and Conditions

These Terms and Conditions apply to services related to identification verification services (the "Service") provided by Lynbrook Consultants, LLC ("Company") to you ("Rental Manager" or "you"). By using the Service, you acknowledge and agree that you are at least eighteen (18) years of age and have read these Terms and Conditions as well as Company's privacy policy located [here](#) and data privacy protection statement located [here](#) (collectively, the "Additional Terms").

1. Services

By using the Service, you authorize and direct Company to verify and provide you results of prospective guest (each a "Guest") identification through the Service directly with Guests (the "Results"). You understand that Company and any of its third parties will obtain this information and may take steps to verify the information they obtain about the Guest. Rental Manager agrees to use the Results in compliance with the law and in accordance with Company's agreement it has provided to Rental Manager and the Additional Terms. Company makes no representations as to the completeness, accuracy, or timeliness of the Results. Rental Manager is solely responsible for any decisions it makes based on the Results. Rental Manager assumes all responsibility for ensuring compliance with any federal, state, and local law or rule that may govern or relate to the request and/or use of Service. In order to provide the Service, Rental Manager agrees to furnish to Company daily reservation booking data, including, but not limited to, unit location address, reservation booking date, arrival date, checkout date, payment amount and payment method including but not limited to name on the card, last 4 of the card number and address verification zip code used for each reservation ("Rental Manager Information").

2. Service Representations and Warranties

By using the Service, Rental Manager hereby agrees that it: (a) has all necessary authority, rights and permissions to use the Service, (b) comply with any terms and conditions that apply to the Services; (c) will use the Service in compliance with all applicable laws, and all legal notice and disclosure requirements, including, without limitation, any fair housing laws; (d) will not mislead, deceive, defraud, seek to mislead, deceive or defraud, make any misrepresentations to, or seek to make misrepresentations to, any other user of the Service; (e) will use the Service only on your own behalf, and not transmit any information received through the Services to third parties, except as otherwise permitted herein; (f) will use the Service only in connection with properties within the United States; (g) will not submit any false or fraudulent information through the Services, or otherwise use the Service for false or fraudulent purposes; and (h) will not attempt to break, or encourage anyone else to break, the above requirements.

3. Termination

If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Service. If you violate any provision of these Terms and Conditions, your access to the platform will terminate automatically. In addition, Company may in its sole discretion terminate your account or suspend or terminate your access to the Service at any time for any reason, with or without notice, including if: (a) you fail to pay any amount to Company when due; (b) Company determines that you pose a financial, reputational or regulatory risk to Company, its affiliates

or any third party; or (c) Company is required to do so by any third party. Company may alter, suspend or discontinue the Service without notice. Any termination by a Rental Manager of their account will not terminate any underlying agreement entered into between a Guest and Rental Manager, or a Guest or Rental Manager and a third-party, and both Guest and Rental Manager will remain bound by the terms of the underlying agreement between the parties.

4. Third-Party Sites

The Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services. We advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

5. Indemnification.

You agree to indemnify, defend, and hold harmless Company, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third-party due to or arising out of: (a) your access to or use of the Service; (b) your breach of these Terms and Conditions, the Additional Terms, and any third party terms and conditions as provided in the Services; (c) your violation of any law or the rights of a third-party; (d) a claim that any of the Rental Manager Information or other any licensed materials granted to Company by Rental Manager infringes a copyright, database right, trademark, service mark, trade name, patent, trade secret, moral right or other intellectual property right of a third party and (e) any dispute or issue between you and any third-party, including any other Guest or Rental Manager user of the Service or any third-party vendor. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with Company's defense of that claim.

6. DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO COMPANY), OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. COMPANY DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, INJURY, OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICE, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICE IN ANY GEOGRAPHIC AREA. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

Company does not guarantee any result using the Service. Company makes no guarantee with respect to the security or the effectiveness of the products.

7. Limitation of Liability / Exclusive Remedy

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR VENDORS (THE "COMPANY PARTIES") BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY THE YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO YOUR USE OR ACCESS OR INABILITY TO USE OR ACCESS THE SERVICE OR ANY MATERIALS OBTAINED ON OR THROUGH THE SERVICE, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE FOR ANY AMOUNT OF DAMAGES.

In addition, Company will not be liable in respect of the following: (a) any decisions made by you as a result of the performance of the Service, (b) any decisions made by you as a result of any transactions made by you using the platform or in reliance of the Service, or (c) your misuse of the Service or other material provided to you in connection with the Service.

8. Choice of Law; Disputes.

These Terms and Conditions are governed in all respects by the laws of the State of Delaware, without reference to its conflicts of laws principles. The parties hereby agree that all claims arising under or related to these Terms and Conditions shall be brought exclusively in a federal or state court in the Delaware and hereby irrevocably consent to the personal jurisdiction of such courts.

9. Relationship of the Parties

By accepting these terms, Rental Managers agree as follows: (a) Company is acting as an independent contractor with respect to the Service. Rental Manager shall not (i) be considered an employee or agent of the Company; nor (ii) have any authority under this Agreement to bind or otherwise obligate the Company on any matter whatsoever. Nothing contained in this Agreement shall be construed to imply a partnership, agency, or any other fiduciary relationship between the Company and Guest and Rental Manager. (b) Company will not be bound by the terms of any lease or other agreement entered into between a Guest and Rental Manager, and will not be liable for any breach of such agreement by either a Guest or Rental Manager. (c) In providing this Service, Company makes no rental decision regarding any application for housing, and is not the party determining the nature or amount of any outstanding lease obligation, including rental amounts, fees, deposits, etc.

10. General

Company reserves the right to change these Terms and Conditions at any time in its sole discretion on a going-forward basis. Any changes will be effective immediately upon posting the revised version of these Terms and Conditions on the platform. Your continued use of the Service after notice of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may

have to receive specific notice of such changes to these Terms and Conditions. You are responsible for regularly reviewing these Terms and Conditions. If any part of these Terms and Conditions is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions will continue in effect. You shall not assign all or any part of this Agreement without Company's prior written consent. The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms and Conditions, and all expressly incorporated agreements, constitute the entire agreement between you and Company and supersede all prior or contemporaneous communications of any kind between you and Company with respect to the Service.

Last modified: July 10, 2023