

Legal terms

## Terms of Service



If your country of residence or establishment is within the European Economic Area (“EEA”), Switzerland or the United Kingdom, the [Terms of Service for European Users](#) apply to you.

If your country of residence or establishment is outside of Australia, the EEA, Switzerland, and the United Kingdom, the [Terms of Service for Non-European Users](#) apply to you.

If your country of residence or establishment is within Australia, the [Terms of Service for Australian Users](#) apply to you.

## Terms of Service Users outside of the EEA, UK, and Australia

**Section 22 of these Terms contains an arbitration agreement and class action waiver that apply to all claims brought against Airbnb in the United States. Please read them carefully.**

Last Updated: January 25, 2024

Thank you for using Airbnb!

These Terms of Service (“**Terms**”) are a binding legal agreement between you and Airbnb that govern the right to use the websites, applications, and other offerings from Airbnb (collectively, the “**Airbnb Platform**”). When used in these Terms, “**Airbnb**,” “**we**,” “**us**,” or “**our**” refers to the Airbnb entity set out on [Schedule 1](#) with whom you are contracting.

The Airbnb Platform 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 accommodations (“**Accommodations**”), activities, excursions, and events (“**Experiences**”), and a variety of travel and other services (collectively, “**Host Services**,” and each Host Service offering, a “**Listing**”). As the provider of the Airbnb Platform, Airbnb does not own, control, offer or manage any Listings or Host Services. Airbnb is not a party to the contracts entered into directly between Hosts and Guests, nor is Airbnb a real estate broker, travel agency, or insurer. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms of Service](#) (“**Payment Terms**”). To learn more about Airbnb’s role see Section 15.

We maintain other [terms](#) and [policies](#) that supplement these Terms like our [Privacy Policy](#), which describes our collection and use of personal data, and

our [Payments Terms](#), which govern any payment services provided to Members by the Airbnb payment entities (collectively " **Airbnb Payments** ").

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## Guest Terms

### 1. Searching and Booking on Airbnb .

#### 1.1 Searching.

You can search for Host Services by using criteria like the type of Host Service, type of listing, travel destination, travel dates, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, Reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more. Learn more about search results in our [Help Center](#).

#### 1.2 Booking.

When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like [Airbnb's service fee](#), [offline fees](#), [taxes](#), and any other items identified during checkout (collectively, "**Total Price**"). If you choose to pay using a currency that differs from the currency set by the Host for their Listing, the price displayed to you is based on a currency conversion rate determined by us. You are also agreeing that Airbnb via Airbnb Payments may charge the Payment Method (as defined in the Payment Terms) used to book the Listing in order to collect Damage Claim (as defined in Section 14) amounts.

When you receive the booking confirmation, a contract for Host Services (a "**Reservation**") is formed directly between you and the Host. By making a Reservation you are agreeing to the terms of the contract. The terms of the contract include these Terms, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these terms of the contract including these Terms and all terms of the Reservation including all rules, standards, policies, and requirements prior to booking a

Listing. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.

### **1.3 Accommodation Reservations.**

An Accommodation Reservation is a limited license to enter, occupy, and use the Accommodation. The Host retains the right to re-enter the Accommodation during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) permitted by applicable law. If you stay past checkout, the Host has the right to make you leave in a manner permitted with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

### **1.4 Reservations for Experiences and Other Host Services.**

An Experience or other Host Service Reservation entitles you to participate in, attend, or use that Host Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness, or other requirements. You are responsible for informing the Host of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend, or use the Experience or Host Service. Except where expressly authorized, you may not allow any person to join an Experience or Host Service unless they are included as an additional guest during the booking process.

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

### **2.1 Cancellations, Reservation Issues, and Refunds.**

In general, if you cancel a Reservation, the amount refunded to you is determined by the Host's [cancellation policy](#) that applies to that Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control forces you to cancel a Reservation, you may be eligible for a partial or full refund under our [Extenuating Circumstances Policy](#). If the Host cancels, or you experience a Reservation Issue (as defined in our [Rebooking and Refund Policy](#)), you may be eligible for rebooking assistance or a partial or full refund under the [Rebooking and Refund Policy](#). Different policies apply to certain categories of Listings; for example Experiences Reservations are governed by the [Experiences Guest Refund Policy](#). See each [Additional Legal Term or Policy](#) for details about what is covered, and what refund applies in each situation. You may appeal a decision by Airbnb by contacting our [customer service](#).

### **2.2 Booking Modifications.**

Guests and Hosts are responsible for any booking modifications they agree to make via the Airbnb Platform or direct Airbnb 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 Accommodation, all areas and facilities where the Accommodation is located that the Host and Guest are legally entitled to use in connection with the Accommodation (" **Common Areas** "), or any Experience or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) or Common Areas in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you 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 Airbnb Platform and any Content (as defined in Section 9), including your stay at any Accommodation, participation in any Experience, use of any other 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.**

## **Host Terms**

## **4. Hosting on Airbnb.**

### **4.1 Host.**

As a Host, Airbnb offers you the right to use the Airbnb Platform in accordance with these Terms to share your Accommodation, Experience, or other Host Service with our vibrant community of Guests - and earn money doing it. It's easy to create a Listing and you are in control of how you host - set your price, availability, and rules for each Listing.

## **4.2 Contracting with Guests .**

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

## **4.3 Independence of Hosts .**

Your relationship with Airbnb is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Airbnb, except that Airbnb Payments acts as a payment collection agent as described in the Payments Terms. Airbnb does not direct or control your Host Service, and you understand that you have complete discretion whether and when to provide Host Services, and at what price and on what terms to offer them.

# **5. Managing Your Listing.**

## **5.1 Creating and Managing Your Listing**

The Airbnb Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, resort fees, [offline fees](#), and any rules or requirements that apply to your Guests or Listing. You are responsible for your acts or omissions as well as keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You are responsible for obtaining appropriate insurance for your Host Services and we suggest you carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Accommodation, but may have multiple Listings for a single property if it has multiple places to stay. Any offer of an Experience is subject to our [Additional Terms for Experience Hosts](#).

## **5.2 Know Your Legal Obligations.**

You are responsible for understanding and complying 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 longer-term stays. 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, longer-term stays, preparing food, serving alcohol for sale, guiding tours, or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. 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. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our [Host Privacy Standards](#). If you have questions about how local laws apply you should always seek legal advice.

### **5.3 Search Results.**

The ranking of Listings in search results on the Airbnb Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g. number of Guests, destination, time and duration of the trip, price range),
- Listing characteristics (e.g. price, calendar availability, number and quality of images, Reviews, type of Host Service, Host status, length of time the Listing has been live on the Airbnb Platform, Guest engagement and popularity),
- Guest experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host and Listing requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences and history (e.g. previous trips, viewed and saved Listings, location from where the Guest is searching).

Search results may be different on our mobile application than on our website, and may also differ in the map view. Airbnb may allow Hosts to promote their Listings in search or elsewhere on the Airbnb Platform by paying an additional fee. More information about the factors that determine how your Listing appears in search results, our current promotional programs (if any), and how we identify promoted Content can be found in our [Help Center](#).

### **5.4 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 Airbnb Platform except those expressly authorized by our [Offline Fee Policy](#). Do not encourage Guests to create third-party accounts, submit reviews, provide their contact



information, or take other actions outside the Airbnb Platform in violation of our [Off-Platform Policy](#).

## **5.5 Hosting as a Team or Organization.**

If you work with a co-host or host as part of a team, business, or other organization, you are responsible and liable as a Host under these Terms for the acts and omissions of each entity and individual who participates in providing your Host Services and you are responsible for informing personnel engaged by you to deliver any Host Services of your obligations under these Terms. If you accept terms or enter into contracts with third parties, 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. If you instruct Airbnb to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## **5.6 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 Airbnb 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 Airbnb 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 Airbnb.**

# **6. Cancellations, Reservation Issues, and Booking Modifications.**

## **6.1 Cancellations and Reservation Issues.**

In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a host, you should not cancel on a Guest without a valid reason under our [Extenuating Circumstances Policy](#) or applicable law. If you cancel on a Guest without such a valid reason, we may impose a [cancellation fee and other consequences](#). If: (i) a Guest experiences a Reservation Issue (as defined by the [Rebooking and Refund Policy](#)), (ii) an [Extenuating Circumstance](#) arises, or (iii) a Reservation is canceled under Section 12 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 Airbnb exceeds your payout, Airbnb (via Airbnb Payments) may recover that amount



from you, including by deducting the refund against your future payouts. You agree that Airbnb's [Rebooking and Refund Policy](#), [Extenuating Circumstances Policy](#), and 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 one of these policies, we may delay release of any payout for that Reservation until a refund decision is made. If you Host an Experience please note that the [Experience Cancellation Policy](#), [Experiences Guest Refund Policy](#) and different [cancellation fees and consequences](#) apply to your Reservations. See each [Policy](#) for details about what is covered, and what your payout will be in each situation.

## **6.2 Booking Modifications.**

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

## **7. Taxes.**

### **7.1 Host Taxes.**

As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes (" **Taxes** ").

### **7.2 Collection and Remittance by Airbnb.**

In jurisdictions where Airbnb facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Airbnb to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Airbnb are identified to Members on their transaction records, as applicable. Airbnb may seek additional amounts from Members (including by deducting such amounts from future payouts) when the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by Airbnb is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

### **7.3 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 Airbnb may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Services to facilitate accurate tax reporting.

## General Terms

### 8. Reviews.

After each Host Service, Guests and Hosts will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates these Terms, applicable law, or our [Content Policy](#) or [Review Policy](#). Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

### 9. Content.

Parts of the Airbnb Platform enable you to provide feedback, text, photos, audio, video, information, and other content (“**Content**”). By providing Content, in whatever form and through whatever means, you grant Airbnb a non-exclusive, worldwide, royalty-free, perpetual, sub-licensable and transferable license to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit, in any manner such that Content to provide and/or promote the Airbnb Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Where Airbnb pays for the creation of Content or facilitates its creation, Airbnb 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 Airbnb 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. Content must comply with our [Content Policy](#) and [Nondiscrimination Policy](#), which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Airbnb may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Airbnb does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

### 10. Fees.

Airbnb may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the Airbnb Platform. More information about when service fees apply and how they are calculated can be found on our [Service Fees page](#). Any applicable fees are disclosed to Guests before making a Booking. Except as otherwise provided on the Airbnb Platform, service fees are non-

refundable. Airbnb reserves the right to change the service 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 12.2.

## **11. Airbnb Platform Rules.**

### **11.1 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 attempt to evade enforcement of these Terms, our [Additional Legal Terms](#), [Policies](#), or our [Standards](#), such as by creating a duplicate account or listings.
  - Follow our [Nondiscrimination Policy](#) and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Airbnb 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 Airbnb Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Airbnb Platform or Content.
  - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Airbnb Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the Airbnb Platform.
- Only use the Airbnb 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 Airbnb Platform as authorized by these Terms.
  - Do not use the Airbnb Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
  - You may use Content made available through the Airbnb Platform solely as necessary to enable your use of the Airbnb 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 Airbnb Platform to avoid paying fees, taxes or for any other reason. See our [Offline Fee Policy](#) for exceptions.
- 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 Airbnb.
- 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 Airbnb Platform, any Content, any Airbnb 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, [Additional Legal Terms](#), [Policies](#), and [Standards](#).
  - Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your Reservation that violates our [rules for parties and events](#), as incorporated by reference herein.
  - Do not use the name, logo, branding, or trademarks of Airbnb or others without permission, and only as set forth in our [Trademark Guidelines](#).
  - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that is confusingly similar to any Airbnb trademarks, logos or branding. See our [Trademark Guidelines](#) for additional details.
  - Do not offer Host Services that violate the laws or agreements that apply to you.
  - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

## 11.2 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 Airbnb. In addition, if you believe that a Member, Listing or Content has violated our [Standards](#), you should report your concerns to Airbnb. If you reported an issue to local authorities, Airbnb may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

### **11.3 Copyright Notifications.**

If you believe that Content on the Airbnb Platform infringes copyrights, please notify us in accordance with our [Copyright Policy](#).

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

### **12.1 Term.**

The agreement between you and Airbnb reflected by these Terms is effective when you access the Airbnb Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

### **12.2 Termination.**

You may terminate this agreement at any time by sending us [an email](#) or by deleting your account. Airbnb may terminate this agreement and your account for any reason by providing you 30 days' notice via email or using any other contact information you have provided for your account. Airbnb may also terminate this agreement immediately and without notice and stop providing access to the Airbnb Platform if you breach these Terms, you violate our [Additional Legal Terms](#), or [Policies](#), you violate applicable laws, or we reasonably believe termination is necessary to protect Airbnb, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

### **12.3 Member Violations.**

If (i) you breach these Terms, our [Additional Legal Terms](#), [Policies](#), or our [Standards](#), (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Airbnb believes it is reasonably necessary to protect Airbnb, its Members, or third parties; Airbnb may, with or without prior notice:

- suspend or limit your access to or use of the Airbnb Platform and/or your account;
- suspend, remove, disable access to, or restrict visibility of 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 Airbnb determines in its sole discretion, you will be given notice of any intended measure by Airbnb and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a Reservation is canceled 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.

## **12.4 Legal Mandates.**

Airbnb 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 12.3.

## **12.5 Effect of Termination.**

If you are a Host and terminate your Airbnb account, any confirmed booking(s) will be automatically canceled and your Guests will receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically canceled and any refund will depend upon the terms of the Reservation'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 Airbnb Platform has been limited, or your Airbnb account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Airbnb Platform through an account of another Member.

## **12.6 Survival.**

Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 1 through 25.

## **13. Modification.**

Airbnb may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email, notifications through the Airbnb Platform, messaging service, or any other contact method made available by us and selected by you at least 30 days before the date they become effective. 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 Airbnb Platform will constitute acceptance of the revised Terms.

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

If a Member provides valid evidence that you, your guest(s), or your pet(s) have:

(i) damaged the complaining Member's, or the Accommodation owner's (where the Accommodation owner is not also the Host), real or personal property, or real or personal property the complaining Member is responsible for, or has an economic interest in; or



(ii) caused loss of booking income for bookings via the Airbnb Platform or other consequential damages which result directly from the damage caused under (i) above; or

(iii) otherwise caused the complaining Member to incur cleaning costs in excess of the Member's cleaning fee (each of (i), (ii), and (iii) being a ("**Damage Claim** ")),

the complaining Member can notify Airbnb and/or seek compensation through the [Resolution Center](#). You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, or if the Damage Claim is escalated to Airbnb and Airbnb determines in its sole discretion that the Damage Claim is valid and you are responsible for the Damage Claim, Airbnb via Airbnb Payments can collect the amount of the Damage Claim from you. You agree that Airbnb may seek to recover from you under any insurance policies you maintain and that Airbnb may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information Airbnb requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

## **15. Airbnb's Role.**

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Host Services. While we work hard to ensure our Members have great experiences using Airbnb, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that Airbnb has the right, but does not have any obligation, to monitor the use of the Airbnb 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 Airbnb 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 Airbnb administers its [Additional Legal Terms](#), [Policies](#) (such as our [Extenuating Circumstances Policy](#) ) and [Standards](#) (such as [basic requirements for hosts](#) ), including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb regarding the use or abuse of the Airbnb Platform. Airbnb is not acting as an agent for any Member except for where



Airbnb Payments acts as a collection agent as provided in the Payments Terms.

## **16. Member Accounts.**

You must register an account to access and use many features of the Airbnb 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 Airbnb 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 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 Airbnb 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.

## **17. Disclaimer of Warranties.**

**We provide the Airbnb Platform and all Content “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 Airbnb 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. Any references to a Member or Listing being “verified” (or similar language) indicate only that the Member or Listing or Airbnb has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties Airbnb cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.**

## **18. Limitations on Liability.**

**Neither Airbnb (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Airbnb 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 Airbnb 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 Airbnb 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 Airbnb 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, or make payments under the Airbnb Host Damage Protection, in no event will Airbnb'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 Airbnb 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 Airbnb. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.**

## **19. Indemnification.**

**To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb (including Airbnb Payments, other affiliates, and their 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 [Additional Legal Terms, Policies or Standards](#), (ii) your improper use of the Airbnb Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience 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.**

## **20. Contracting Entities.**

Based on your country of residence or establishment and what you are doing on the Airbnb Platform, Schedule 1 below sets out the Airbnb entity with whom you are contracting. If we identify through the Airbnb Platform, an Airbnb entity other than the one set out on Schedule 1 as being responsible for a product, feature or transaction, the Airbnb entity so identified is your contracting entity with respect to that product, feature or transaction. If you change your country of residence or establishment, the Airbnb company you contract with (as set out on Schedule 1) and the applicable version of the Terms of Service will be determined by your new country of residence or establishment, from the date on which your country of residence or establishment changes.

## **21. United States Governing Law and Venue.**

If you reside or have your place of establishment in the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 22 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

## **22. United States Dispute Resolution and Arbitration Agreement.**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND AIRBNB AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

### **22.1 Application.**

This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Airbnb in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 22 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

### **22.2 Overview of Dispute Resolution Process.**

Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 22 applies: (1) an informal negotiation

directly with Airbnb's customer service team (described in paragraph 22.3, below), and if necessary (2) a binding arbitration in accordance with the terms of this Arbitration Agreement. You and Airbnb each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

### **22.3 Mandatory Pre-Arbitration Dispute Resolution and Notification.**

At least 30 days prior to initiating an arbitration, you and Airbnb each agree to send the other party an individualized notice of the dispute in writing ("**Pre-Dispute Notice**") and attempt in good faith to negotiate an informal resolution of the individual claim. You must send your Pre-Dispute Notice to Airbnb by mailing it to Airbnb's agent for service: **CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833**. Airbnb will send its Pre-Dispute Notice to the email address associated with your Airbnb account. A Pre-Dispute Notice must include: the date, your name, mailing address, your Airbnb username, the email address you used to set up your Airbnb account, your signature, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written demand for arbitration with the arbitration provider designated pursuant to Section 22.6, below. A claimant's Pre-Dispute Notice requirement is a prerequisite to any arbitration, and a copy of the Pre-Dispute Notice and evidence that it was sent as required by this Section must be attached to any arbitration demand.

### **22.4 Agreement to Arbitrate.**

**You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Airbnb Platform, Host Services, or any Content (collectively, "Disputes") will be settled by binding arbitration on an individual basis (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to a Dispute, you and Airbnb agree that an arbitrator will decide that issue. For the avoidance of doubt, you and Airbnb agree that any question regarding arbitrability and the formation, enforceability, validity, scope, or interpretation of all or part of this Section 22, including any dispute over compliance with the Pre-Dispute Notice requirement and a party's responsibility to pay arbitration fees, shall be resolved exclusively by an arbitrator.**

### **22.5 Exceptions to Arbitration Agreement.**

You and Airbnb each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22): (i) any claim or cause of action alleging actual or threatened

infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief; (iv) any claim or cause of action for vexatious litigation; or (v) any individual claim of sexual assault or sexual harassment arising from your use of the Airbnb Platform or Host Services. You and Airbnb agree that any request for the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

## **22.6 Arbitration Forum Rules and Governing Law.**

This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this Arbitration Agreement, and not state law. The arbitration will be administered by ADR Services, Inc. (" **ADR** ") ( [www.adrservices.com](http://www.adrservices.com) ) in accordance with Rules 1, 6-7, 8-9, and 11-12, 45, 54, and 56 of the Federal Rules of Civil Procedure ("Selected **Federal Rules** ") ( <https://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure> ) and ADR's Arbitration Rules then in effect (the "**ADR Rules** "), except as the Selected Federal Rules or ADR Rules are modified by or conflict with this Arbitration Agreement. The ADR Rules are available at [www.adrservices.com](http://www.adrservices.com) . If an arbitration demand is submitted to ADR Services in accordance with this agreement and the ADR Rules, and ADR Services cannot or will not administer the arbitration, the arbitration will be administered by the American Arbitration Association ("**AAA** ") in accordance with the Selected Federal Rules and the AAA's Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules** ") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) . If the AAA cannot and will not administer the arbitration, you and Airbnb shall confer and select an alternative arbitral forum, and if we are unable to agree, either you or Airbnb may ask a court to appoint an arbitrator pursuant to 9 U.S.C. § 5. In that event, the arbitration will be conducted in accordance with the rules of the appointed arbitral forum, unless those rules are inconsistent with the provisions of this Arbitration Agreement.

## **22.7 Modification of Arbitration Rules - Arbitration Hearing/Location.**

In order to make the arbitration most cost-effective, efficient, and convenient, any required arbitration hearing in an arbitration wherein the amount in controversy does not exceed \$1,000,000 shall be conducted remotely via video conference except as otherwise agreed by the parties or instructed by the arbitrator. Any required arbitration hearing in an arbitration wherein the amount in controversy exceeds \$1,000,000 shall be conducted in San Francisco County except as otherwise agreed by the parties or instructed by the arbitrator. If the amount in controversy is

\$10,000 or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

## **22.8 Modification of Arbitration Rules - Arbitration Fees and Costs.**

Your arbitration fees and your share of arbitrator compensation shall be governed by the ADR Rules and the ADR Services fee schedule (available at [www.adrservices.com](http://www.adrservices.com)). If you have a gross monthly income of less than 300% of the federal poverty guidelines, you are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. You may request a fee waiver by providing the arbitration provider with a declaration under oath stating your monthly income and the number of persons in your household. If a fee waiver is granted by the arbitration provider and you provide Airbnb with documents necessary to prove that your gross monthly income is less than 300% of the federal poverty guidelines, Airbnb will pay your share of any arbitrator fees.

## **22.9 Modification of Arbitration Rules - Claims Brought for an Improper Purpose or In Violation of This Arbitration Agreement.**

Either party may make a request that the arbitrator impose sanctions upon proving that the other party or its attorney(s) has asserted a claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous. As allowed by applicable law, the arbitrator shall impose sanctions equal to the requesting party's reasonable attorneys' fees and costs upon finding that a claim or defense is groundless in fact or law, brought in bad faith or for the purpose of harassment, asserted in violation of Fed. R. Civ. P. 11(b) (treating the arbitrator as "the court"), or is otherwise frivolous. Either party may seek dismissal of any arbitration filed in violation of any provision of this Arbitration Agreement. Either party may assert in arbitration a counterclaim for the other party's initiation of proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the requirements of this Arbitration Agreement. Upon finding that a party has initiated proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the requirements of this Arbitration Agreement, the arbitrator shall award the other party its actual damages, including but not limited to reasonable attorneys' fees and costs.

## **22.10 Arbitrator's Decision.**

The arbitrator will issue a written decision which shall include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the ADR Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

## **22.11 Jury Trial Waiver.**

You and Airbnb acknowledge and agree that both parties are each waiving the right to a trial by jury as to all arbitrable Disputes.

## **22.12 No Class Actions or Representative Proceedings.**

You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing or as provided in this agreement, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

## **22.13 Mass Action Waiver.**

You and Airbnb acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more arbitration claims are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties (" **Mass Action** "). Accordingly, you and Airbnb agree to waive the right to have any Dispute administered, arbitrated, or resolved as part of a Mass Action (though Sections 21 and 22.12 of these Terms will continue to apply to the Dispute). In case of a dispute, the appointed arbitrator for the first matter instituted within a set of claims identified by either party shall decide whether those claims are part of a Mass Action. If no arbitrator has yet been appointed, an arbitrator shall be appointed solely to determine whether claims identified by either party are part of a Mass Action. Nothing in this provision prevents you or Airbnb from participating in a mass settlement of claims.

## **22.14 Modification of Arbitration Rules - Mass Action Batching Requirements.**

If for any reason, notwithstanding Section 22.13, an arbitration proceeds as part of a Mass Action, the parties shall group the arbitration demands into batches of no more than 200. The batches shall be determined by listing the



claimants' alphabetically (by last name or business name, as applicable)—for example, the first 200 claimants listed will be the first batch, the next 200 claimants listed will be the second batch, and so forth. The parties shall randomly assign each batch a sequential number and arbitrate the batches one at a time, in sequential order. While one batch is being arbitrated, the arbitration provider shall hold the remainder in abeyance unless otherwise agreed by the parties or instructed by the arbitration provider. Each batch shall be resolved within 240 days of the pre-hearing conference for that batch. Notwithstanding the forgoing, if any claimant's demand has not been the subject of a pre-hearing conference within 2 years of the latest-filed demand in the Mass Action, such claimant may elect to pursue the claims asserted in the claimant's demand in court subject to Sections 21 and 22.12 of these Terms.

### **22.15 Modifications of Arbitration Rules - Offers of Judgment.**

At least 10 days before the date set for the arbitration hearing, you or Airbnb may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall issue an award accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration, other than with respect to costs (including all fees paid to the arbitration provider). If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitration provider) from the time of the offer.

### **22.16 Severability.**

Except as provided in Section 22.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

### **22.17 Amendment to Agreement to Arbitrate.**

If Airbnb amends this Section 22 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject the change by sending us written notice no later than 30 days of the date the change is effective. Your notice must include your name, mailing address, the date of the notice, your Airbnb username, the email address you used to set up your Airbnb account, your signature, and an unequivocal statement that you want to opt out of the amended Section 22. You must either mail your notice to this address: 888 Brannan St, San Francisco, CA 94103, Attn: Arbitration Opt-Out, or email the opt-out notice to [arbitration.opt.out@airbnb.com](mailto:arbitration.opt.out@airbnb.com). Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any

Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

## **22.18 Survival.**

Except as provided in Section 22.12 and subject to Section 12.6, this Section 22 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb account.

## **23. China Governing Law and Dispute Resolution.**

### **23.1 China Domestic Transactions.**

If you reside or have your place of establishment in China, and are contracting with Airbnb China, these Terms and this Section 23.1 are governed by the laws of the People's Republic of China. In this situation, any dispute arising from or in connection with these Terms or use of the Airbnb Platform shall be submitted to the China International Economic and Trade Arbitration Commission (" **CIETAC** ") for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The tribunal shall consist of three (3) arbitrators. The seat of the arbitration shall be Beijing. The language of the arbitration shall be English.

### **23.2 Cross-border Transactions.**

If you reside or have your place of establishment in China, and are contracting with Airbnb, Inc., Airbnb Stays Inc., Airbnb Travel, LLC, Luxury Retreats International ULC or any other non-China entity, these Terms and this Section 23.2 are governed by the laws of Singapore. In this situation, any dispute arising out of or in connection with these Terms or use of the Airbnb Platform, including any question regarding the existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (" **SIAC** ") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (" **SIAC Rules** ") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

### **23.3 Without Limitation Provisions.**

The above Sections 23.1 and 23.2 are expressed to be without regard to conflict of laws provisions and shall not be construed to limit any rights which Airbnb may have to apply to any court of competent jurisdiction for

any order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under the laws of Singapore, the People's Republic of China, or any other laws that may apply to you.

## **24. Brazil Governing Law and Venue**

If you reside or have your place of establishment in Brazil, these Terms will be interpreted in accordance with the laws of Brazil, without regard to conflict-of-law provisions. Legal proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Brazil.

## **25. Rest of World Dispute Resolution, Venue and Forum, and Governing Law.**

If you reside or have your place of establishment outside of the United States, China, and Brazil, this Section applies to you and these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If you are acting as an individual consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Irish law. As an individual consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of Airbnb's place of business in Ireland. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **26. Miscellaneous.**

### **26.1 Other Terms Incorporated by Reference.**

Our [Host Damage Protection](#), [Japan Host Insurance Terms](#), [Rebooking and Refund Policy](#), [Experiences Guest Refund Policy](#), [Content Policy](#), [Nondiscrimination Policy](#), [Extenuating Circumstances Policy](#), [Additional Legal Terms](#), [Policies](#), [Standards](#) and other supplemental policies and terms linked to in these Terms apply to your use of the Airbnb Platform, are incorporated by reference into this policy, and form part of your agreement with Airbnb.

### **26.2 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 Airbnb and you pertaining to your access to or use of

the Airbnb Platform and supersede any and all prior oral or written understandings or agreements between Airbnb and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Airbnb. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 22.11 above, 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.”

### **26.3 No Waiver.**

Airbnb’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.

### **26.4 Assignment.**

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

### **26.5 Notice.**

Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable and you provide. If a notification relates to a booking or Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb’s obligations under Article 59 (1) of the Japanese Housing Accommodation Business Act.

### **26.6 Third-Party Services.**

The Airbnb Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. Airbnb is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

### **26.7 Google Terms.**

Some translations on the Airbnb Platform are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

Some areas of the Airbnb Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

## **26.8 Apple Terms.**

If you access or download our application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#).

## **26.9 Platform Content.**

Content made available through the Airbnb Platform, including without limitation trademarks, trade dress, inventions, algorithms, computer programs (in source code and object code), customer and marketing information and other content (" **Platform Content** "), whether registered or unregistered, which may be protected by copyright, trademark, patent, trade secrets, know how, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Platform Content are the exclusive property of Airbnb and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Platform Content accessed through the Airbnb Platform except to the extent you are the legal owner of that Platform Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Platform Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

## **26.10 Airbnb.org.**

Airbnb.org is a nonprofit corporation exempt from income taxation under U.S. Internal Revenue Code Section 501(c)(3), operating as a public charity. Airbnb.org is not owned or controlled by Airbnb. Airbnb.org administers a number of charitable programs that benefit our Host and Guest communities and the public.

## **26.11 Force Majeure.**

Airbnb shall not be liable for any delay or failure to perform resulting from abnormal or unforeseeable circumstances outside its reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, 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.

## 26.12 Emails and SMS.

You will receive administrative communications from us using the email address or other contact information you provide for your Airbnb account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Airbnb account. In the U.S. if you consent to receive SMS (text messages) from us, you will be subject to our [SMS Terms](#).

## 26.13 Contact Us.

If you have any questions about these Terms please [email us](#).

## Schedule 1 - Contracting Entities

<b>YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:</b>	<b>YOUR ACTIVITY ON THE AIRBNB PLATFORM:</b>	<b>AIRBNB CONTRACTING ENTITY:</b>	<b>CONTACT INFORMATION:</b>
<b>United States</b>	Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is identified in the checkout or listing process.	Airbnb Travel, LLC	888 Brannan Street, San Francisco, CA 94103, United States
	Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the	Airbnb Stays, Inc.	888 Brannan Street, San Francisco, CA 94103, United States

checkout or listing process.

Booking or offering accommodations where Luxury Retreats International ULC is identified in the checkout or listing process or other product surface.

Luxury Retreats International ULC

5530 St. Patrick Street, Suite 2210, Montreal, Quebec, H4E 1A8

All other activities.

Airbnb, Inc.

888 Brannan Street, San Francisco, CA 94103, United States

**YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:**

**YOUR ACTIVITY ON THE AIRBNB PLATFORM:**

**AIRBNB CONTRACTING ENTITY:**

**CONTACT INFORMATION:**

**European Economic Area, Switzerland or the United Kingdom**

Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is identified in the checkout or listing process.

Airbnb Travel, LLC

888 Brannan Street, San Francisco, CA 94103, United States

Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the

Airbnb Stays, Inc.

888 Brannan Street, San Francisco, CA 94103, United States



checkout or  
listing process.

Booking or  
offering  
accommodations  
where Luxury  
Retreats  
International ULC  
is identified in the  
checkout or  
listing process or  
other product  
surface.

Luxury Retreats  
International  
ULC

5530 St. Patrick  
Street, Suite  
2210, Montreal,  
Quebec, H4E 1A8

All other  
activities.

Airbnb Ireland  
UC

8 Hanover Quay,  
Dublin 2, Ireland

**YOUR PLACE OF  
RESIDENCE OR  
ESTABLISHMENT:**

**YOUR ACTIVITY  
ON THE  
AIRBNB  
PLATFORM:**

**AIRBNB  
CONTRACTING  
ENTITY:**

**CONTACT  
INFORMATION:**

**China** (which for  
purposes of these  
Terms, refers to the  
People's Republic of  
China and does not  
include Hong Kong,  
Macau and Taiwan)

Booking or  
offering certain  
hotels or  
traditional  
accommodations,  
located outside of  
China, where  
Airbnb Travel,  
LLC is identified  
in the checkout  
or listing process.

Airbnb Travel,  
LLC

888 Brannan  
Street, San  
Francisco, CA  
94103, United  
States

Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the checkout or listing process.

Airbnb Stays, Inc.

888 Brannan Street, San Francisco, CA 94103, United States

Booking or offering accommodations where Luxury Retreats International ULC is identified in the checkout or listing process or other product surface.

Luxury Retreats International ULC

5530 St. Patrick Street, Suite 2210, Montreal, Quebec, H4E 1A8

Listing information display in China.

Airbnb Internet (Beijing) Co., Ltd. ("Airbnb China")

01B, Unit 1401, 14th Floor, East Tower, World Financial Center, No.1, East Third Ring Middle Road Chaoyang District, Beijing, China 100020

**YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:**

**YOUR ACTIVITY ON THE AIRBNB PLATFORM:**

**AIRBNB CONTRACTING ENTITY:**

**CONTACT INFORMATION:**

**Japan**

Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is

Airbnb Travel, LLC

888 Brannan Street, San Francisco, CA 94103, United States

identified in the  
checkout or listing  
process.

Booking or  
offering  
accommodations  
located in the  
United States for  
stays of 28 nights  
or more where  
Airbnb Stays, Inc.  
is identified in the  
checkout or listing  
process.

Airbnb Stays,  
Inc.

888 Brannan  
Street, San  
Francisco, CA  
94103, United  
States

Booking or  
offering any other  
Host Service,  
located outside  
Japan.

Airbnb Ireland  
UC

8 Hanover Quay,  
Dublin 2, Ireland

Booking or  
offering  
accommodations  
where Luxury  
Retreats  
International ULC  
is identified in the  
checkout or listing  
process or other  
product surface.

Luxury Retreats  
International  
ULC

5530 St. Patrick  
Street, Suite  
2210, Montreal,  
Quebec, H4E 1A8

All other  
activities.

Airbnb Global  
Services Limited

3 Dublin  
Landings, North  
Wall Quay, Dublin  
D01 H104,  
Ireland

**YOUR PLACE OF  
RESIDENCE OR  
ESTABLISHMENT:**

**YOUR ACTIVITY  
ON THE  
AIRBNB  
PLATFORM:**

**AIRBNB  
CONTRACTING  
ENTITY:**

**CONTACT  
INFORMATION:**

<b>Brazil (as of April 1, 2022)</b>	Any booking, offering accommodations, or any other activity.	Airbnb Plataforma Digital Ltda.	Rua Aspicuelta 422, conjunto 51, CEP: 05433-010, São Paulo - SP - Brazil
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<b>YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:</b>	<b>YOUR ACTIVITY ON THE AIRBNB PLATFORM:</b>	<b>AIRBNB CONTRACTING ENTITY:</b>	<b>CONTACT INFORMATION:</b>
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Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is identified in the checkout or listing process.	Airbnb Travel, LLC	888 Brannan Street, San Francisco, CA 94103, United States
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<b>All other countries and territories</b>	Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the checkout or listing process.	Airbnb Stays, Inc.	888 Brannan Street, San Francisco, CA 94103, United States
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Booking or offering accommodations where Luxury Retreats International ULC is identified in the checkout or listing process or other product surface.	Luxury Retreats International ULC	5530 St. Patrick Street, Suite 2210, Montreal, Quebec, H4E 1A8
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All other  
activities.

Airbnb Ireland  
UC

8 Hanover Quay,  
Dublin 2, Ireland

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## Terms of Service for European Users

As a consumer who resides in the EEA you can access the European Commission's online dispute resolution platform here: <https://ec.europa.eu/consumers/odr>. Please note that Airbnb is not committed nor obliged to use an alternative dispute resolution entity within the meaning of Directive 2013/11 EU to resolve disputes with consumers. The European Commission's online dispute resolution platform is not available for residents of Switzerland or the United Kingdom.

**Section 25 of these Terms contains an arbitration agreement and class action waiver that applies to all claims brought against Airbnb in the United States. Please read them carefully.**

Last Updated: January 25, 2024

Thank you for using Airbnb!

These Terms of Service for European Users ("**Terms**") are a binding legal agreement between you and Airbnb that govern your right to use the websites, applications, and other offerings from Airbnb (collectively, the "**Airbnb Platform**"). When used in these Terms, "**Airbnb**," "**we**," "**us**," or "**our**" refers to the Airbnb entity set out on [Schedule 1](#) with whom you are contracting.

The Airbnb 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 accommodations ("**Accommodations**"), activities, excursions and events ("**Experiences**"), and a variety of travel and other services (collectively, "**Host Services**," and each Host Service offering, a "**Listing**"). As the provider of the Airbnb Platform, Airbnb does not own, control, offer or manage any Listings, Host Services, or tourism services. Airbnb is not a party to the contracts entered into directly between Hosts and Guests, nor is Airbnb a real estate broker, travel agency, insurer or an organiser or retailer of travel packages under Directive (EU) 2015/2302. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms of Service](#) ("**Payment Terms**"). To learn more about Airbnb's role see Section 17.

We maintain other [terms](#) and [policies](#) that supplement these Terms like our [Privacy Policy](#), which describes our collection and use of personal data, and our [Payments Terms](#), which govern any payment services provided to Members by the Airbnb payment entities (collectively "**Airbnb Payments**").

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## **Guest Terms**

### **1. Searching and Booking on Airbnb.**

#### **1.1 Searching.**

You can search for Host Services by using criteria like the type of Host Service, type of listing, travel destination, travel dates, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more. Learn more about search results in Section 5.3 and in our [Help Center](#).

#### **1.2 Booking.**

When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like [Airbnb's service fee](#), [offline fees](#), [taxes](#) and any other items identified during checkout (collectively, "**Total Price**"). If you choose to pay using a currency that differs from the currency set by the Host for their Listing, the price displayed to you is based on a currency conversion rate determined by us. When you receive the booking confirmation, a contract for Host Services (a "**Reservation**") is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking a Listing. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.



## **1.3 Accommodation Reservations.**

An Accommodation Reservation is a limited license to enter, occupy and use the Accommodation. The Host retains the right to re-enter the Accommodation during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) permitted by applicable law. If you stay past checkout, the Host has the right to make you leave in a manner permitted by applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

## **1.4 Reservations for Experiences and Other Host Services.**

An Experience or other Host Service Reservation entitles you to participate in, attend, or use that Experience or Host Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness or other requirements. You are responsible for informing the Host of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend or use the Experience or Host Service. Except where expressly authorized, you may not allow any person to join an Experience or other Host Service unless they are included as an additional guest during the booking process.

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

## **2.1 Cancellations, Reservation Issues, and Refunds.**

In general, if you cancel a Reservation, the amount refunded to you is determined by the [cancellation policy](#) that applies to that Reservation. But, in certain situations, other policies may take precedence and determine what amount is refunded to you. If something outside your control requires you to cancel a Reservation, you may be entitled to a partial or full refund under our [Extenuating Circumstances Policy](#). If the Host cancels, or you experience a Reservation Issue (as defined in our [Rebooking and Refund Policy](#)), you may be entitled to rebooking assistance or a partial or full refund under our [Rebooking and Refund Policy](#). Different policies apply to certain categories of Listings; for example, Experiences Reservations are governed by the [Experiences Guest Refund Policy](#). See each [Additional Legal Term](#) or [Policy](#) for details about what is covered, and what refund applies in each situation. You may appeal a decision by Airbnb by contacting our [customer service](#).

## **2.2 Booking Modifications.**

Hosts and Guests are responsible for any booking modifications they agree to make via the Airbnb Platform or direct Airbnb 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.**

**You are responsible 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 Accommodation, all areas and facilities where the Accommodation is located that the Host and Guest are legally entitled to use in connection with the Accommodation (“Common Areas”), or any Experience or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) or Common Areas in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts, and (iii) you must act with integrity, treat others with respect and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.**

### **Host Terms**

## **4. Hosting on Airbnb.**

### **4.1 Host.**

As a Host, Airbnb offers you the right to use the Airbnb Platform in accordance with these Terms to share your Accommodation, Experience, or other Host Service with our vibrant community of Guests - and earn money doing it. It's easy to create a Listing and you are in control of how you host - set your price, availability, and rules for each Listing. If you are a Business Host according to Section 26 additional terms apply.

### **4.2 Contracting with Guests.**

When you accept a booking request, or receive a booking confirmation through the Airbnb Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like [Airbnb's service fee](#) (and applicable [guest taxes](#)) for each booking. Airbnb Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms or conditions that you include in any supplement contract with Guests must: (i) be consistent with these Terms, our [Additional Legal Terms](#), [Policies](#), and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

### **4.3 Independence of Hosts.**

Your relationship with Airbnb is that of an independent individual or entity and not an employee, agent, joint venturer or partner of Airbnb, except that

Airbnb Payments acts as a payment collection agent as described in the Payments Terms. Airbnb does not direct or control your Host Service and you understand that you have complete discretion whether and when to provide Host Services and at what price and on what terms to offer them.

## **5. Managing Your Listing.**

### **5.1 Creating and Managing Your Listing.**

The Airbnb Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, resort fees, [offline fees](#), and any rules or requirements that apply to your Guests or Listing. You are responsible for your acts and omissions as well as for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You are responsible for obtaining appropriate insurance for your Host Services and we suggest you carefully review policy terms and conditions like coverage details and exclusions. You may only maintain one Listing per Accommodation, but may have multiple Listings for a single property if it has multiple places to stay. Any offer of an Experience is subject to our [Additional Terms for Experience Hosts](#).

### **5.2 Know Your Legal Obligations.**

You are responsible for understanding and complying 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 longer-term stays. 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, longer-term stays, preparing food, serving alcohol for sale, guiding tours or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. 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. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our [Host Privacy Standards](#). If you have questions about how local laws apply you should always seek legal advice.

## 5.3 Search Results.

The ranking and display of Listings in search results on the Airbnb Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g. number of Guests, destination, time and duration of the trip, price range),
- Listing characteristics (e.g. location, price, calendar availability, number and quality of images, reviews, ratings and other quality signals, type or category of Host Service, host status, length of time the Listing has been live on the Airbnb Platform, Guest engagement and popularity),
- Guest experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host and Listing requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences and history (e.g. previous trips, viewed and saved Listings, location from where the Guest is searching).

Search results may be different on our mobile application than on our website, and may also differ in the map view. Airbnb may allow Hosts to promote their Listings in search or elsewhere on the Airbnb Platform by paying an additional fee. More information about the factors that determine how your Listing appears in search results, our current promotional programs (if any) and how we identify promoted Content can be found in our [Help Center](#).

## 5.4 Your Responsibilities.

**You are responsible 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 Airbnb Platform except those expressly authorized by our [Offline Fee Policy](#). Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Airbnb Platform in violation of our [Off-Platform Policy](#).**

## 5.5 Hosting as a Team or Organization.

If you work with a co-host or host as part of a team, business or other organization, you are responsible and liable as a Host under these Terms for the acts and omissions of each entity and individual who participates with you in providing Host services for each of your listings and you are required to inform personnel engaged by you to deliver any Host Services of your obligations 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. If you instruct Airbnb to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## **6. Cancellations, Reservation Issues, and Booking Modifications.**

### **6.1 Cancellations and Reservation Issues.**

In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a host, you should not cancel on a Guest without a valid reason under our [Extenuating Circumstances Policy](#) or applicable law. If you cancel on a Guest without such a valid reason, we may impose a [cancellation fee and other consequences](#). If: (i) a Guest experiences a Reservation Issue (as defined by the [Rebooking and Refund Policy](#)), (ii) an [Extenuating Circumstance](#) arises, or (iii) a Reservation is canceled 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 Airbnb exceeds your payout, Airbnb (via Airbnb Payments) may recover that amount from you, including by deducting the refund against your future payouts. You agree that Airbnb's [Rebooking and Refund Policy](#), [Extenuating Circumstances Policy](#), and 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 one of these policies, we may delay release of any payout for that Reservation until a refund decision is made. If you Host an Experience please note that the [Experience Cancellation Policy](#), [Experiences Guest Refund Policy](#) and different [cancellation fees and consequences](#) apply to your Reservations. See each [Policy](#) for details about what is covered, and what your payout will be in each situation. You may appeal a decision by Airbnb by contacting our [customer service](#).

### **6.2 Booking Modifications.**

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

## 7. Taxes.

### 7.1 Host Taxes.

As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income or other taxes (" **Taxes** ").

### 7.2 Collection and Remittance by Airbnb.

In jurisdictions where Airbnb facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Airbnb to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Airbnb are identified to Members on their transaction records, as applicable. Airbnb may seek additional amounts from Members (including by deducting such amounts from future payouts) in the event that the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by Airbnb is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

### 7.3 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 Airbnb may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Services to facilitate accurate tax reporting.

## General Terms

## 8. Reviews.

After each Host Service, Guests and Hosts will have an opportunity to review each other. Your review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates these terms, applicable law, or our [Content Policy](#) or [Review Policy](#). Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

## 9. Content.

Parts of the Airbnb Platform enable you to provide feedback, text, photos, audio, video, information and other content (" **Content** "). By providing



Content, in whatever form and through whatever means, you grant Airbnb a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the Airbnb Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Where Airbnb pays for the creation of Content or facilitates its creation, Airbnb 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 Airbnb 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. Content must comply with our [Content Policy](#) and [Nondiscrimination Policy](#), which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent and illegal content. You agree that Airbnb may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Airbnb does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

## **10. Fees.**

Airbnb may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the Airbnb Platform. Any applicable fees are disclosed to Hosts before publishing a listing and to Guests before making a booking. More information about when service fees apply and how they are calculated can be found on our [Service Fees page](#). Except as otherwise provided on the Airbnb Platform, service fees are non-refundable.

## **11. Airbnb Platform Rules.**

### **11.1 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 attempt to evade enforcement of these Terms, our [Additional Legal Terms](#), [Policies](#) and [Standards](#), such as by creating duplicate accounts or listings.
  - Follow our [Nondiscrimination Policy](#) and do not discriminate against or harass others.

- Do not scrape, hack, reverse engineer, compromise or impair the Airbnb 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 Airbnb Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Airbnb Platform or Content.
  - Do not decipher, decompile, disassemble or reverse engineer any of the software or hardware used to provide the Airbnb Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the Airbnb Platform.
- Only use the Airbnb 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 Airbnb Platform as authorized by these Terms.
  - Do not use the Airbnb Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
  - You may use Content made available through the Airbnb Platform solely as necessary to enable your use of the Airbnb 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 Airbnb Platform to avoid paying fees, taxes or for any other reason. See our [Offline Fee Policy](#) for exceptions.
  - Do not require or encourage 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 Airbnb.
  - 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 Airbnb Platform, any Content, any Airbnb 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, [Additional Legal Terms](#), [Policies](#) and [Standards](#).
  - Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your



- Reservation that violates our [rules for parties and events](#), as incorporated by reference herein.
- Do not use the name, logo, branding, or trademarks of Airbnb or others without permission, and only as set forth in our [Trademark Guidelines](#).
  - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo or other source identifier that is confusingly similar to any Airbnb trademarks, logos or branding. See our [Trademark Guidelines](#) for additional details.
  - Do not offer Host Services that violate the laws or agreements that apply to you.
  - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

## **11.2 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 Airbnb. In addition, if you believe that a Member, Listing or Content has violated our [Standards](#), you should report your concerns to Airbnb. If you reported an issue to local authorities, Airbnb may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

# **12. Content Notifications and Content Moderation.**

## **12.1**

You acknowledge that Airbnb has no general obligation to monitor Content provided by and stored on behalf of Members, or to actively seek facts or circumstances indicating illegal activity or the incompatibility of Content with the rights of third parties, these Terms, or Airbnb's [Policies](#) and [Standards](#). However, Airbnb reserves the right to carry out voluntary own-initiative investigations to detect, identify, and remove or disable access to illegal or incompatible Content, and to take any necessary measures in accordance with these Terms.

## **12.2**

You agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb regarding Content on the Airbnb Platform or the use or abuse of the Airbnb Platform.

## **12.3**

Airbnb provides Members and third parties, including designated trusted flaggers according to Article 22 of Regulation (EU) 2022/2065, (" **Notifiers**

) with the means to notify Airbnb of allegedly illegal Content (including copyright infringements) on the Airbnb Platform by using our electronic notification form (“ **Content Notification** ”). Learn more about how to report Content on our [Help Center](#).

## **12.4**

As part of its own initiative investigations and the review of Content Notifications, Airbnb uses various processes and tools to identify, review, and moderate Content. This may include human review, automated review, or a combination of both. If automated means have been used to review Content, and Airbnb has subsequently taken action with respect to that Content, Airbnb will notify the Member who posted the Content of the use of automated means to the extent that legitimate interests of Airbnb and its Members do not preclude such notice.

## **12.5 Misuse of Content Notifications.**

Airbnb is entitled to suspend the processing of Content Notifications for a reasonable period of time, if the Notifier in question frequently submits notifications that are manifestly unfounded. Where appropriate, Airbnb will issue a warning prior to such a suspension. When deciding on a suspension, Airbnb will take into account all relevant facts and circumstances apparent from the information available to Airbnb, including (i) the amount, severity and frequency of unfounded notifications; (ii) the ratio of unfounded notifications to all notifications of the Notifier; and (iii) the intentions pursued by the Notifier, insofar as they can be determined by Airbnb.

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

## **13.1 Term**

The agreement between you and Airbnb reflected by these Terms remains in effect until either you or we terminate the agreement in accordance with these Terms.

## **13.2 Termination.**

You may terminate this agreement at any time by sending us an email or by deleting your account. Airbnb may terminate this agreement for any reason by providing you 30 days’ notice via email or using any other contact information you have provided for your account. Airbnb may also terminate this agreement immediately and without prior notice and stop providing access to the Airbnb Platform if (i) you materially breach these Terms or our [Additional Legal Terms](#), or [Policies](#), (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of Airbnb, its Members, or third parties (for example in the case of fraudulent behavior of a Member), or (iv) your account has been inactive for more than two years.

### **13.3 Member Violations.**

If (i) you breach these Terms, our [Additional Legal Terms](#), [Policies](#), or our [Standards](#), (ii) you violate applicable laws, regulations or third party rights, (iii) you provide Content that is illegal or incompatible with these Terms, (iv) you have repeatedly received poor reviews or Airbnb otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of Airbnb, its Members, or third parties, Airbnb may:

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

In case of non-material violations or where otherwise appropriate, you will be given notice of any intended measure by Airbnb and an opportunity to resolve the issue, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws.

If we take any of these measures, Airbnb will, where required, inform you about the measure with a statement of reasons in accordance with its legal obligations.

### **13.4 Legal Mandates.**

Airbnb 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 Airbnb account, any confirmed booking(s) will be automatically cancelled and your Guests will 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 Airbnb Platform has been limited, or your Airbnb account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Airbnb Platform through an account of another Member.

## **14. Complaint Handling System.**

### **14.1**

If you are a Member with your country of residence or establishment within the EEA and Airbnb takes any of the measures according to Section 13.3 on the grounds that Content provided by you is illegal or incompatible with these Terms, you may submit a complaint against such a measure through our internal complaint handling system. Learn more about how to submit a complaint on our [Help Center](#).

### **14.2**

Airbnb's complaint handling system is also available to Members and third parties with their country of residence or establishment within the EEA who have submitted a Content Notification according to Section 12.3 of these Terms, if the notification has been rejected in whole or in part by Airbnb.

### **14.3**

A complaint may be submitted via our complaint handling system for a period of six (6) months, beginning in the case of Section 14.1 with the day on which a Member is informed about the measure taken and in the case of Section 14.2 with the day on which the Notifier is informed about the rejection of their Content Notification.

### **14.4**

Airbnb is entitled to suspend the processing of complaints from Members and Notifiers for a reasonable period of time, if the Member or Notifier in question frequently submits complaints that are manifestly unfounded. Where appropriate, Airbnb will issue a warning, prior to such a suspension. When deciding on a suspension, Airbnb takes into account all relevant facts and circumstances apparent from the information available to Airbnb, including (i) the amount, severity and frequency of unfounded complaints; (ii) the ratio of unfounded complaints to all complaints; and (iii) the intentions pursued by the Member or Notifier, insofar as can be determined by Airbnb.

### **14.5**

Members addressed by measures according to Section 14.1 and Notifiers that have submitted Content Notifications which have been rejected by Airbnb, are entitled to select a certified out-of-court dispute settlement body in accordance with Article 21 of Regulation (EU) 2022/2065 in order to resolve disputes relating to those measures, including complaints that have not been resolved by means of our complaint handling system. Both parties will engage, in good faith, with the selected dispute settlement body to resolve the dispute. Airbnb reserves the right to refuse to engage with the dispute settlement body if a dispute regarding the same Content and

grounds for alleged illegality of the Content or its alleged inconsistency with these Terms has already been resolved or is already subject to an ongoing procedure before a competent court or before another competent out-of-court dispute settlement body.

## **14.6**

For all other inquiries and complaints that are not subject to Airbnb's complaint handling system, Members can contact our [customer service](#).

# **15. Modification of these Terms.**

When we propose changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will provide you with notice of the proposed changes by email notifications, through the Airbnb Platform, messaging service, or any other contact method made available by us and selected by you at least thirty (30) days before the date they become effective. If the proposed changes to these Terms are material, you will be asked to explicitly accept the revised Terms. Such notice will also inform you about your right to reject the proposed changes, the timeframe to do so, and your right to terminate the Agreement at any time before the effective date of the proposed changes as provided in these Terms. In case of (i) non-material changes to these Terms which do not affect its essential provisions, in particular, provisions defining the nature and scope of the services provided by Airbnb, or (ii) changes that are required by law, a legally binding court decision, or binding order of a competent authority, your continued use of the Airbnb Platform after the effective date of the proposed changes will constitute acceptance of the revised Terms.

# **16. Resolving Complaints and Damage Claims between Members.**

## **16.1**

If a Member provides valid evidence that you, your guest(s), or your pet(s) have culpably:

- (i) damaged the complaining Member's, or the Accommodation owner's (where the Accommodation owner is not also the Host), real or personal property, or real or personal property the complaining Member is responsible for, or has an economic interest in, or
- (ii) caused loss of booking income for bookings via the Airbnb Platform or other consequential damages, which result directly from the damage caused under (i) above; or

(iii) otherwise caused the complaining Member to incur cleaning costs in excess of the Member's cleaning fee (each of (i), (ii), and (iii) being a "**Damage Claim**"),

the complaining Member can notify Airbnb and/or seek compensation through the [Resolution Center](#). You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, you authorize Airbnb via Airbnb Payments to collect the amount of the Damage Claim from you.

## 16.2

If the Host and Guest cannot resolve, or a Guest fails to pay a Damage Claim, the Host may notify Airbnb through the [Resolution Center](#) under the terms of the Host Damage Protection Terms and seek compensation. Airbnb will review the Damage Claim and ask the Host to provide any required evidence (e.g. through appropriate documents, photos, invoices, or third-party experts) which substantiates the Damage Claim and the Damage Claim amount. The Guest will be given the opportunity to respond and provide any relevant counter evidence. If Airbnb determines, under consideration of the evidence provided, the Host Damage Protection Terms, and applicable statutory rules on the burden of proof that the Guest is responsible for the Damage Claim, Airbnb (via Airbnb Payments) will pay out the Damage Claim to the Host. If Airbnb pays out the Damage Claim to the Host, Airbnb may collect the amount of the Damage Claim from the Guest, including by charging the guest's Payment Method up to a maximum amount of \$500 USD. Airbnb may also pursue claims for recovering Damage Claims amounts, including amounts exceeding the maximum amount applicable for charging the Guest's Payment Method, against a Guest using any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against a Guest. Members may appeal a decision by Airbnb by contacting our [customer service](#). As between Members and Airbnb, the burden of proof regarding the Damage Claim and the Damage Claim amount always lies with Airbnb.

## 16.3

You agree to cooperate in good faith, provide any information Airbnb requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

## 16.4

Any decisions made by Airbnb in relation to a Damage Claim do not affect your contractual and statutory rights. Your right to take legal action before a court of law remains unaffected.

## **17. Airbnb's Role.**

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members. Airbnb is not acting as an agent for any Member except for where Airbnb Payments acts as a collection agent as provided in the Payments Terms. While we work hard to ensure our Members have great experiences using Airbnb, we do not and cannot control the conduct or performance of Guests and Hosts and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services or (ii) the truth or accuracy of any Listing descriptions, reviews, or other Content provided by Members. You acknowledge that Airbnb has the right to review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Airbnb 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 Member 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. Where we remove or disable Content, we will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws.

## **18. Member Accounts.**

You must register an account to access and use many features of the Airbnb Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. If you are a Business Host according to Section 26 additional terms apply. You represent and warrant that you are not a person or entity barred from using the Airbnb 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 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 must immediately notify Airbnb if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials). 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.

## **19. Disclaimer.**

**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 and we do not warrant that verification, identity or background checks conducted on Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member being "verified" (or similar language) indicate only that the Member or Airbnb has completed a relevant verification or identification process and nothing else. We are not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Airbnb Platform. Airbnb may, temporarily and under consideration of the Members' legitimate interests (e.g. by providing prior notice), restrict the availability of the Airbnb Platform or certain features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Airbnb Platform.**

## **20. Liability.**

### **20.1**

Airbnb is liable without limitations under statutory provisions for damages arising from injury to life, limb or health based on a negligent or intentional breach of duty by Airbnb or its legal representatives, or vicarious agents. The same applies for issued guarantees or any other strict liability.

### **20.2**

Airbnb is also liable without limitations for other damages based on an intentional or grossly negligent breach of duty by Airbnb or its legal representatives or vicarious agents.

### **20.3**

Airbnb is not liable for damages arising from a breach of duty based on simple negligence.

### **20.4**

Section 20.3 does not apply for damages arising from breaches of essential contractual obligations based on simple negligence. For such damages by Airbnb, its legal representatives or other vicarious agents, Airbnb's liability



is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Airbnb in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract.

## 20.5

To the extent that Airbnb's liability is excluded or limited, this also applies with regard to the personal liability of its legal representatives, employees, and other agents.

## 21. Indemnification.

**To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb (including Airbnb Payments, other affiliates, and their 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 [Additional Legal Terms](#), [Policies](#), or [Standards](#), (ii) your improper use of the Airbnb Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience 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. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.**

## 22. Contracting Entities.

Based on your country of residence or establishment and what you are doing on the Airbnb Platform, Schedule 1 below sets out the Airbnb entity with whom you are contracting. If we identify through the Airbnb Platform, an Airbnb entity other than the one set out on Schedule 1 as being responsible for a product, feature or transaction, the Airbnb entity so identified is your contracting entity with respect to that product, feature or transaction. If you change your country of residence or establishment to a country outside of the EEA, Switzerland or the United Kingdom, the Airbnb company you contract with and the applicable version of the Terms of Service will be determined by your new country of residence or establishment, from the date on which your country of residence or establishment changes.

## **23. Applicable law and Jurisdiction.**

These Terms are governed by and construed in accordance with Irish law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Irish law. As a consumer, you may only bring proceedings relating to these Terms before the competent court of your place of residence or the competent court of Airbnb's place of business in Ireland. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **24. Miscellaneous.**

### **24.1 Other Terms Incorporated by Reference.**

Our [Host Damage Protection](#), [Japan Host Insurance Terms](#), [Rebooking and Refund Policy](#), [Experiences Guest Refund Policy](#), [Content Policy](#), [Nondiscrimination Policy](#), [Extenuating Circumstances Policy](#), [Additional Legal Terms](#), [Policies](#), [Standards](#) and other supplemental policies and terms linked to in these Terms apply to your use of the Airbnb Platform, are incorporated by reference, and form part of your agreement with Airbnb.

### **24.2 Interpreting these Terms.**

Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between Airbnb and you pertaining to your access to or use of the Airbnb Platform and supersede any and all prior oral or written understandings or agreements between Airbnb and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Airbnb. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 24.11 below, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

### **24.3 No Waiver.**

Airbnb'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.

## **24.4 Assignment.**

You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Airbnb's prior written consent. Airbnb may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice. Your right to terminate this agreement at any time pursuant to Section 13.2 remains unaffected.

## **24.5 Notice.**

Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable you to provide. If a notification relates to a booking or Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb's obligations under Article 59 (1) of the Japanese Housing Accommodation Business Act.

## **24.6 Third-Party Services.**

The Airbnb Platform may contain links to third-party websites, applications, services or resources (" **Third-Party Services** ") that are subject to different terms and privacy practices. Airbnb is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

## **24.7 Google Terms.**

Some translations on the Airbnb Platform are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. Some areas of the Airbnb Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

## **24.8 Apple Terms.**

If you access or download our application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#).

## **24.9 Airbnb Platform Content.**

Content made available through the Airbnb Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Airbnb and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt,

modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Airbnb Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

## **24.10 Airbnb.org.**

Airbnb.org is a nonprofit corporation exempt from income taxation under U.S. Internal Revenue Code Section 501(c)(3), operating as a public charity. Airbnb.org is not owned or controlled by Airbnb. Airbnb.org administers a number of charitable programs that benefit our Host and Guest communities and the public.

## **24.11 Force Majeure.**

Airbnb shall not be liable for any delay or failure to perform resulting from abnormal and unforeseeable circumstances outside its reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including, but not limited to, acts of God, 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.

## **24.12 Emails and SMS.**

You will receive administrative communications from us using the email address or other contact information you provide for your Airbnb account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Airbnb Account. In the U.S. if you consent to receive SMS (text messages) from us, you will be subject to our [SMS Terms](#).

## **24.13 Contact Us.**

If you have any questions about these Terms please [email us](#).

## 25. United States Dispute Resolution and Arbitration Agreement.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND AIRBNB AGREE TO RESOLVE ALL DISPUTES BETWEEN USE THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

### 25.1 Application.

This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Airbnb in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 25 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

### 25.2 Overview of Dispute Resolution Process.

Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 25 applies: (1) an informal negotiation directly with Airbnb's customer service team (described in paragraph 25.3, below), and if necessary (2) a binding arbitration in accordance with the terms of this Arbitration Agreement. You and Airbnb each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

### 25.3 Mandatory Pre-Arbitration Dispute Resolution and Notification.

At least 30 days prior to initiating an arbitration, you and Airbnb each agree to send the other party an individualized notice of the dispute in writing ("**Pre-Dispute Notice**") and attempt in good faith to negotiate an informal resolution of the individual claim. You must send your Pre-Dispute Notice to Airbnb by mailing it to Airbnb's agent for service: **CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833**. Airbnb will send its Pre-Dispute Notice to the email address associated with your Airbnb account. A Pre-Dispute Notice must include: the date, your name, mailing address, your Airbnb username, the email address you used to set up your Airbnb account, your signature, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written demand for arbitration with the arbitration provider designated pursuant to Section 24.6, below. A claimant's Pre-Dispute Notice requirement is a prerequisite to any arbitration, and a copy of the Pre-Dispute Notice and evidence that it

was sent as required by this Section must be attached to any arbitration demand.

## **25.4 Agreement to Arbitrate.**

**You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Airbnb Platform, Host Services, or any Content (collectively, “Disputes” ) will be settled by binding arbitration on an individual basis (the “Arbitration Agreement” ). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to a Dispute, you and Airbnb agree that an arbitrator will decide that issue. For the avoidance of doubt, you and Airbnb agree that any question regarding arbitrability and the formation, enforceability, validity, scope, or interpretation of all or part of this Section 25, including any dispute over compliance with the Pre-Dispute Notice requirement and a party’s responsibility to pay arbitration fees, shall be resolved exclusively by an arbitrator.**

## **25.5 Exceptions to Arbitration Agreement**

You and Airbnb each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 21 of the Terms of Service for Non-European Users): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); (iii) a request for the remedy of public injunctive relief; (iv) any claim or cause of action for vexatious litigation; or (v) any individual claim of sexual assault or sexual harassment arising from your use of the Airbnb Platform or Host Services. You and Airbnb agree that any request for the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

## **25.6 Arbitration Forum Rules and Governing Law.**

This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this Arbitration Agreement, and not state law. The arbitration will be administered by ADR Services, Inc. (“ **ADR** ”) ( [www.adrservices.com](http://www.adrservices.com) ) in accordance with Rules 1, 6-7, 8-9, and 11-12, 45, 54, and 56 of the Federal Rules of Civil Procedure (“Selected **Federal Rules** ”) ( <https://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure> ) and ADR’s Arbitration Rules then in effect (the “ **ADR Rules** ”), except as the Selected Federal Rules or ADR Rules are modified by or conflict with this Arbitration Agreement. The ADR Rules are



available at [www.adrservices.com](http://www.adrservices.com). If an arbitration demand is submitted to ADR Services in accordance with this agreement and the ADR Rules, and ADR Services cannot or will not administer the arbitration, the arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Selected Federal Rules and the AAA’s Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the “AAA Rules”) then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org). If the AAA cannot and will not administer the arbitration, you and Airbnb shall confer and select an alternative arbitral forum, and if we are unable to agree, either you or Airbnb may ask a court to appoint an arbitrator pursuant to 9 U.S.C. § 5. In that event, the arbitration will be conducted in accordance with the rules of the appointed arbitral forum, unless those rules are inconsistent with the provisions of this Arbitration Agreement.

### **25.7 Modification of Arbitration Rules - Arbitration Hearing/Location.**

In order to make the arbitration most cost-effective, efficient, and convenient, any required arbitration hearing in an arbitration wherein the amount in controversy does not exceed \$1,000,000 shall be conducted remotely via video conference except as otherwise agreed by the parties or instructed by the arbitrator. Any required arbitration hearing in an arbitration wherein the amount in controversy exceeds \$1,000,000 shall be conducted in San Francisco County except as otherwise agreed by the parties or instructed by the arbitrator. If the amount in controversy is \$10,000 or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

### **25.8 Modification of Arbitration Rules - Arbitration Fees and Costs.**

Your arbitration fees and your share of arbitrator compensation shall be governed by the ADR Rules and the ADR Services fee schedule (available at [www.adrservices.com](http://www.adrservices.com)). If you have a gross monthly income of less than 300% of the federal poverty guidelines, you are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. You may request a fee waiver by providing the arbitration provider with a declaration under oath stating your monthly income and the number of persons in your household. If a fee waiver is granted by the arbitration provider and you provide Airbnb with documents necessary to prove that your gross monthly income is less than 300% of the federal poverty guidelines, Airbnb will pay your share of any arbitrator fees.

### **25.9 Modification of Arbitration Rules - Claims Brought for an Improper Purpose or In Violation of This Arbitration Agreement.**

Either party may make a request that the arbitrator impose sanctions upon proving that the other party or its attorney(s) has asserted a claim or

defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous. As allowed by applicable law, the arbitrator shall impose sanctions equal to the requesting party's reasonable attorneys' fees and costs upon finding that a claim or defense is groundless in fact or law, brought in bad faith or for the purpose of harassment, asserted in violation of Fed. R. Civ. P. 11(b) (treating the arbitrator as "the court"), or is otherwise frivolous. Either party may seek dismissal of any arbitration filed in violation of any provision of this Arbitration Agreement. Either party may assert in arbitration a counterclaim for the other party's initiation of proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the requirements of this Arbitration Agreement. Upon finding that a party has initiated proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the requirements of this Arbitration Agreement, the arbitrator shall award the other party its actual damages, including but not limited to reasonable attorneys' fees and costs.

### **25.10 Arbitrator's Decision.**

The arbitrator will issue a written decision which shall include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the ADR Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

### **25.11 Jury Trial Waiver.**

You and Airbnb acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

### **25.12 No Class Actions or Representative Proceedings.**

You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing or as provided in this agreement, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.



### **25.13 Mass Action Waiver.**

You and Airbnb acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more arbitration claims are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties (“ **Mass Action** ”). Accordingly, you and Airbnb agree to waive the right to have any Dispute administered, arbitrated, or resolved as part of a Mass Action (though Sections 23 and 25.12 of these Terms will continue to apply to the Dispute). In case of a dispute, the appointed arbitrator for the first matter instituted within a set of claims identified by either party shall decide whether those claims are part of a Mass Action. If no arbitrator has yet been appointed, an arbitrator shall be appointed solely to determine whether claims identified by either party are part of a Mass Action. Nothing in this provision prevents you or Airbnb from participating in a mass settlement of claims.

### **25.14 Modification of Arbitration Rules - Mass Action Batching Requirements.**

If for any reason, notwithstanding Section 25.13, an arbitration proceeds as part of a Mass Action, the parties shall group the arbitration demands into batches of no more than 200. The batches shall be determined by listing the claimants’ alphabetically (by last name or business name, as applicable)—for example, the first 200 claimants listed will be the first batch, the next 200 claimants listed will be the second batch, and so forth. The parties shall randomly assign each batch a sequential number and arbitrate the batches one at a time, in sequential order. While one batch is being arbitrated, the arbitration provider shall hold the remainder in abeyance unless otherwise agreed by the parties or instructed by the arbitration provider. Each batch shall be resolved within 240 days of the pre-hearing conference for that batch. Notwithstanding the forgoing, if any claimant’s demand has not been the subject of a pre-hearing conference within 2 years of the latest-filed demand in the Mass Action, such claimant may elect to pursue the claims asserted in the claimant’s demand in court subject to Sections 23 and 25.12 of these Terms.

### **25.15 Modifications of Arbitration Rules - Offers of Judgment.**

At least ten (10) days before the date set for the arbitration hearing, you or Airbnb may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall issue an award accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) days after it is made, whichever occurs first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration, other than with respect to costs (including all fees paid to the

arbitration provider). If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitration provider) from the time of the offer.

### **25.16 Severability.**

Except as provided in Section 25.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

### **25.17 Amendments to Agreement to Arbitrate.**

If Airbnb amends this Section 25 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject the change by sending us written notice no later than 30 days of the date the change is effective. Your notice must include your name, mailing address, the date of the notice, your Airbnb username, the email address you used to set up your Airbnb account, your signature, and an unequivocal statement that you want to opt out of the amended Section 25. You must either mail your notice to this address: 888 Brannan St, San Francisco, CA 94103, Attn: Arbitration Opt-Out, or email the opt-out notice to [arbitration.opt.out@airbnb.com](mailto:arbitration.opt.out@airbnb.com). Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

### **25.18 Survival.**

Except as provided in Section 25.16, and subject to Section 12.6 of the Terms of Service for Non-European Users this Section 25 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## **Additional Terms Applicable to Business Hosts**

If you declare that you use the Airbnb Platform to offer Host Services to consumers for purposes relating to your trade, business, craft or profession (“**Business Host**”), these following additional terms will apply to you:

## **26. Hosting on Airbnb as a Business Host.**

### **26.1**

As a Business Host you commit to only offer Host Services on the Airbnb Platform that comply with the applicable rules of European Union law.

### **26.2**

In order to meet mandatory statutory requirements you will be required to provide at least the following information (where applicable) to Airbnb in order to offer Host Services as a Business Host on the Airbnb platform:

- your name, address, telephone number and email address;
- a copy of your identification document or any other electronic identification as defined by Article 3 of Regulation (EU) No 910/2014;
- your payment account details;
- the trade register in which you are registered and your registration number or equivalent means of identification in that register.

### **26.3**

You will not be able to offer Host Services on the Airbnb Platform until Airbnb has been able to assess that the information is reliable and complete. We may require you to provide additional documentation as determined by us for the purposes of enabling us to assess the reliability and completeness of your information.

### **26.4**

You are responsible for the accuracy of the information provided and are required to keep your information up-to-date at all times. If we obtain sufficient indications or otherwise have reason to believe that any item of information is inaccurate, incomplete or not up-to-date, you will be asked to remedy the situation without delay. If you fail to update your information within the timeframe provided by us, we may suspend your use of the Airbnb Platform, until you have provided the required information. If we suspend our services for these reasons you have the right to lodge a complaint via our complaint handling system or with a certified out-of-court dispute settlement body in accordance with Section 14 of these Terms.

## **27. Complaints Handling and Mediation.**

If you are a Business Host established within the EEA or the United Kingdom you have access to our internal complaint handling system for Business Hosts which allows you to make a complaint in relation to issues falling under the remit of Article 11 of Regulation (EU) 2019/1150 including to clarify the facts and circumstances leading to measures according to Section 13.2 and 13.3 of these Terms. Our [Help Center](#) explains how you can access our internal complaint-handling system for Business Hosts and what

you can expect when you make a complaint. It also sets out the details of the mediation service that you can use in the event that such a complaint is not resolved.

## 28. Access to Data.

Business Hosts have access to personal and other data in their Airbnb account and host dashboard which is provided by the Business Host, their Guests or generated through the use of the Airbnb Platform and which is necessary for the performance of their Host Services as well as aggregated information about searches, bookings and the performance of their listings. Our [Privacy Policy](#) sets out the categories of personal data and other data we collect, how we use, process, disclose and retain it, and how you can access it and exercise your data rights.

## 29. Additional Distribution Channels.

Airbnb operates an affiliate program through which Listings may be featured on third party websites, such as those for online travel sites, media outlets, loyalty programs, and search aggregators. Listings may also appear in advertisements for Airbnb published on third party websites from time to time.

## Schedule 1 - Contracting Entities

<b>YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:</b>	<b>YOUR ACTIVITY ON THE AIRBNB PLATFORM:</b>	<b>AIRBNB CONTRACTING ENTITY:</b>	<b>CONTACT INFORMATION:</b>
<b>European Economic Area, Switzerland or the United Kingdom</b>	Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is identified in the checkout or listing process.	Airbnb Travel, LLC	888 Brannan Street, San Francisco, CA 94103, United States
	Booking or offering accommodations located in the United States for stays of 28 nights	Airbnb Stays, Inc.	888 Brannan Street, San Francisco, CA 94103, United States

or more where  
Airbnb Stays, Inc.  
is identified in the  
checkout or  
listing process.

Booking or  
offering  
accommodations  
where Luxury  
Retreats  
International ULC  
is identified in the  
checkout or  
listing process or  
other product  
surface.

Luxury Retreats  
International  
ULC

5530 St. Patrick  
Street, Suite  
2210, Montreal,  
Quebec, H4E 1A8

All other  
activities.

Airbnb Ireland  
UC

8 Hanover Quay,  
Dublin 2, Ireland

[Company details  
page](#)

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## Terms of Service for Australian Users

These Terms of Service for Australian Users (“**Terms**”) are subject to the Australian Consumer Law. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. These Terms (including Sections 1.3, 3, 5.3, 5.4, 5.5, 10, 17, 18 and 19) apply to the maximum extent permitted by the Australian Consumer Law.

**Section 23 of these Terms contains an arbitration agreement and class action waiver that applies to all claims brought against Airbnb in the United States. Please read them carefully.**

Last Updated: January 25, 2024

Thank you for using Airbnb!



These Terms and the documents, policies and standards referred to within them, form a binding legal agreement between you and Airbnb that governs your right to use the websites, applications, and other offerings from Airbnb (collectively, the “**Airbnb Platform**”).

The documents referred to within these Terms include but are not limited to our:

- [Payments Terms of Service](#), which govern any payment services provided to Members by the Airbnb payment entities (such entities, collectively, "Airbnb Payments").
- [Privacy Policy](#), which describes our collection and use of personal data.
- [Service Fees Policy](#), which describes how Airbnb service fees are charged to Hosts and Guests.
- [Offline Fee Policy](#), which describes the circumstances in which a Host can charge additional fees or charges outside the Airbnb Platform.
- [Off-Platform Policy](#), which prohibits certain actions from occurring outside of the Airbnb Platform.
- [Taxes Policy](#), which explains what taxes may apply to a Reservation.
- [Host Privacy Standards](#), that specify how Hosts should handle Guest Personal Information.
- [Cancellation Policies](#), that explain the cancellation policies that may apply to a listing. The Host's cancellation policy applicable to each reservation is displayed on the Listing page before booking.
- [Extenuating Circumstances Policy](#), which explains how cancellations are handled when unforeseen events beyond your control arise after booking and make it impractical or illegal to complete your Reservation.
- [Rebooking and Refund Policy](#), which explains how Airbnb will assist with rebooking a reservation and how Airbnb handles refunds when a Host cancels a reservation or another Reservation Issue disrupts a stay.
- [Experiences Guest Refund Policy](#), which explains how refunds are handled for Experiences when a Host cancels or a Reservation Issue occurs.
- [Resolution Centre page](#), which describes how money-related disputes between Hosts and Guests may be resolved.
- [Host Damage Protection Terms](#), which explains the terms, exclusions and limitations under which Airbnb will agree to pay a Host to repair or replace Covered Property as a result of a Covered Loss.
- [Reviews Policy](#), which governs reviews left by Members on the Airbnb Platform.
- [Community Standards](#), that apply to Members and help ensure safe stays, experiences and interactions.
- [Community Policies](#), which sets out expectations of Members of the Airbnb Community.
- [Content Policy](#), which governs the posting by Members of content on the Airbnb Platform.
- [Nondiscrimination Policy](#), which describes the fundamental principles of inclusion and respect and provides guidance to Members in making accommodation distinctions based on certain personal characteristics.
- [Experiences Standards and Requirements](#), which explains the standards and requirements that apply to Experiences.
- [Listing Management Terms of Service](#), which govern the use of Teams to help manage Listings and provide Host Services.

For convenience, we have set out above several terms and policies that are referred to in these Terms. However, it is important that you note that there

are other supplemental policies and terms linked from our [Legal Terms](#) and [Policies](#) pages, which apply to your use of the Airbnb Platform, and are incorporated by reference, and form part of the binding legal agreement between you and Airbnb.

When used in these Terms, “ **Airbnb** ,” “ **we** ,” “ **us** ,” or “ **our** ” refers to the Airbnb entity set out on [Schedule 1](#) with whom you are contracting.

The Airbnb 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 accommodations (“ **Accommodations** ”), activities, excursions and events (“ **Experiences** ”), and a variety of travel and other services (collectively, “ **Host Services** ,” and each Host Service offering, a “ **Listing** ”).

As the provider of the Airbnb Platform, Airbnb does not own, control, offer or manage any Listings, Host Services, or tourism services. Airbnb is not a party to the contracts entered into directly between Hosts and Guests, nor is Airbnb a real estate broker, travel agency, or insurer. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms of Service](#) (“ **Payment Terms** ”). To learn more about Airbnb’s role see Section 15.

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## **Guest Terms**

### **1. Searching and Booking on Airbnb.**

#### **1.1 Searching.**

You can search for Host Services by using criteria like the type of Host Service, type of listing, travel destination, travel dates, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more. Learn more about search results in our [Help Center](#).

#### **1.2 Booking.**

When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like [Airbnb's service fee](#), [offline fees](#), [taxes](#), and any other items identified during checkout



(collectively, “ **Total Price** ”). If you choose to pay using a currency that differs from the currency set by the Host for their Listing, the price displayed to you prior to you completing payment is based on a currency conversion rate determined by us. You are also agreeing that Airbnb via Airbnb Payments may charge the Payment Method (as defined in the [Payment Terms](#)) used to book the Listing in order to collect Damage Claim (as defined in Section 14) amounts. If you choose to pay using a currency that differs from the currency set by the Host for their Listing, the price displayed to you is based on a currency conversion rate determined by us. When you receive the booking confirmation, a contract for Host Services (a “ **Reservation** ”) is formed directly between you and the Host. By making a Reservation you are agreeing to the terms of the contract. The terms of the contract include these Terms, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these terms of the contract including these Terms and all terms of the Reservation including all rules, standards, policies, and requirements prior to booking a Listing. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.

### **1.3 Accommodation Reservations.**

An Accommodation Reservation is a limited license to enter, occupy and use the Accommodation. The Host retains the right to re-enter the Accommodation during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) permitted by applicable law. If you stay past checkout, the Host has the right to make you leave in a manner permitted by applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

### **1.4 Reservations for Experiences and Other Host Services.**

An Experience or other Host Service Reservation entitles you to participate in, attend, or use that Experience or Host Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness or other requirements. You are responsible for informing the Host of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend or use the Experience or Host Service. Except where expressly authorized, you may not allow any person to join an Experience or Host Service unless they are included as an additional guest during the booking process.

## 2. Cancellations, Reservation Issues, Refunds and Booking Modifications.

### 2.1 Cancellations, Reservation Issues, and Refunds.

In general, if you cancel a Reservation, the amount refunded to you is determined by the Host's [cancellation policy](#) that applies to that Reservation, as displayed on the Listing page at the time of booking. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control requires you to cancel a Reservation, you may be entitled to a partial or full refund under our [Extenuating Circumstances Policy](#). If the Host cancels, or you experience a Reservation Issue (as defined in our [Rebooking and Refund Policy](#)), you may be entitled to rebooking assistance or a partial or full refund under our [Rebooking and Refund Policy](#). Different policies apply to certain categories of Listings; for example, Experiences reservations are governed by the [Experiences Guest Refund Policy](#). See each [Additional Legal Term](#) or [Policy](#) for details about what is covered, and what refund applies in each situation. You may appeal a decision by Airbnb by contacting our [customer service](#).

### 2.2 Booking Modifications.

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

## 3. Your Responsibilities and Assumption of Risk.

### 3.1 Your Responsibilities.

To the maximum extent permitted by law, 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 Accommodation, all areas and facilities where the Accommodation is located that the Host and Guest are legally entitled to use in connection with the Accommodation (" **Common Areas** "), or any Experience or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) or Common Areas in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts, and (iii) you must act with integrity, treat others with respect and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you 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 risk arising out of your access to and use of the Airbnb Platform and any Content (as defined in Section 9), including your stay at any Accommodation, participation in any Experience, use of any other 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.**

## **Host Terms**

## **4. Hosting on Airbnb.**

### **4.1 Host**

As a Host, Airbnb offers you the right to use the Airbnb Platform in accordance with these Terms to share your Accommodation, Experience, or other Host Service with our vibrant community of Guests - and earn money doing it. It's easy to create a Listing and you are in control of how you host - set your price, availability, and rules for each Listing.

### **4.2 Contracting with Guests**

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

### **4.3 Independence of Hosts**

Your relationship with Airbnb is that of an independent individual or entity and not an employee, agent, joint venturer or partner of Airbnb, except that Airbnb Payments acts as a payment collection agent as described in the Payments Terms. Airbnb does not direct or control your Host Service and you understand that you have complete discretion whether and when to provide Host Services and at what price and on what terms to offer them.

## **5. Managing Your Listing.**

### **5.1 Creating and Managing Your Listing.**

The Airbnb Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, resort fees, [offline fees](#), and any rules or requirements that apply to your Guests or Listing. You are responsible for your acts and omissions as well as for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You are responsible for obtaining appropriate insurance for your Host Services and we suggest you carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Accommodation, but may have multiple Listings for a single property if it has multiple places to stay. Any offer of an Experience is subject to our Additional Terms for Experience Hosts in Section 24.

### **5.2 Know Your Legal Obligations.**

You are responsible for understanding and complying 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 longer-term stays. 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, longer-term stays, preparing food, serving alcohol for sale, guiding tours or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. 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. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our [Host Privacy Standards](#). If you have questions about how local laws apply you should always seek legal advice.

### **5.3 Search Ranking.**

The ranking of Listings in search results on the Airbnb Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g. number of Guests, destination, time and duration of the trip, price range),

- Listing characteristics (e.g. location, price, calendar availability, number and quality of images, reviews, ratings and other quality signals, type or category of Host Service, Host status, length of time the Listing has been live on the Airbnb Platform, Guest engagement and popularity),
- Guest experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host and Listing requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences and history (e.g. previous trips, viewed and saved Listings, location from where the Guest is searching).

Search results may be different on our mobile application than on our website, and may also differ in the map view. Airbnb may allow Hosts to promote their Listings in search or elsewhere on the Airbnb Platform by paying an additional fee. More information about the factors that determine how your Listing appears in search results, our current promotional programs (if any) and how we identify promoted Content can be found in our [Help Center](#).

## **5.4 Your Responsibilities.**

To the maximum extent permitted by law, 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 Airbnb Platform except those expressly authorized by our [Offline Fee Policy](#). Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Airbnb Platform in violation of our [Off-Platform Policy](#).

## **5.5 Hosting as a Team or Organization.**

To the maximum extent permitted by law, if you work with a co-host or host as part of a team, business or other organization, you are responsible and liable as a Host under these terms for the acts and omission of each entity and individual who participates in providing your Host Services and you are required to inform personnel engaged by you to deliver any Host Services of your obligations under these Terms. If you accept terms or enter into contracts with third parties, 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. If you instruct Airbnb to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## 5.6 Your Assumption of Risk.

You acknowledge that hosting carries inherent risks and agree that, to the maximum extent permitted by law, you assume the risk arising out of your access to and use of the Airbnb 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 Airbnb Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services.

## 6. Cancellations, Reservation Issues, and Booking Modifications.

### 6.1 Cancellations and Reservation Issues.

In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a host, you should not cancel on a Guest without a valid reason under our [Extenuating Circumstances Policy](#) or applicable law. If you cancel on a Guest without such a valid reason, we may impose a [cancellation fee and other consequences](#). If: (i) a Guest experiences a Reservation Issue (as defined by the [Rebooking and Refund Policy](#)), (ii) an [Extenuating Circumstance](#) arises, or (iii) a Reservation is cancelled under Section 12 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 Airbnb exceeds your payout, Airbnb (via Airbnb Payments) may recover that amount from you, including by deducting the refund against your future payouts. You agree that Airbnb's [Rebooking and Refund Policy](#), [Extenuating Circumstances Policy](#), and 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 one of these policies, we may delay release of any payout for that Reservation until a refund decision is made. If you host an Experience please note that the [Experience Cancellation Policy](#), [Experiences Guest Refund Policy](#) and different [cancellation fees and consequences](#) apply to your Reservations. See each [Policy](#) for details about what is covered, and what your payout will be in each situation.

You may appeal a decision by Airbnb by contacting our [customer service](#).

### 6.2 Booking Modifications.

Hosts and Guests are responsible for any Booking Modifications they agree to make via the Airbnb Platform or direct Airbnb customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification which are notified to them prior to choosing to proceed with the Booking Modification.



## 7. Taxes

### 7.1 Host Taxes.

As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit or include in your price any applicable GST or other indirect taxes, occupancy taxes, sales, tourist or other taxes (" **Taxes** ").

### 7.2 Collection and Remittance by Airbnb.

In jurisdictions where Airbnb facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Airbnb to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Airbnb are identified to Members on their transaction records, as applicable. Airbnb may seek additional amounts from Members (including by deducting such amounts from future payouts) where Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations, and you agree that your sole remedy for Taxes collected by Airbnb is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

### 7.3 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. Where applicable, 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 Airbnb may issue on your behalf invoices or similar documentation for GST or other Taxes for your Host Services to facilitate accurate tax reporting.

## General Terms

## 8. Reviews.

After each Host Service, Guests and Hosts will have an opportunity to review each other. Your review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates these Terms, applicable law, or our [Content Policy](#) or [Review Policy](#). Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

## 9. Content.

Parts of the Airbnb Platform enable you to provide feedback, text, photos, audio, video, information and other content (" **Content** "). By providing

Content, in whatever form and through whatever means, you grant Airbnb a non-exclusive, worldwide, royalty-free, perpetual, sub-licensable and transferable license, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the Airbnb Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Where Airbnb pays for the creation of Content or facilitates its creation, Airbnb 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 Airbnb 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. Content must comply with our [Content Policy](#) and [Nondiscrimination Policy](#), which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent and illegal content. You agree that Airbnb may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Airbnb does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

## **10. Fees.**

Airbnb may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the Airbnb Platform. More information about when service fees apply and how they are calculated can be found on our [Service Fees page](#). Any applicable fees are disclosed to Guests before making a booking. Except as otherwise provided on the Airbnb Platform and to the extent permitted by law, service fees are non-refundable. Airbnb reserves the right to change the service fees at any time, and will provide Members at least 30 days' 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 12.2.

## **11. Airbnb Platform Rules.**

### **11.1 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 attempt to evade enforcement of these Terms, our [Additional Legal Terms](#), [Policies](#), or our [Standards](#), such as by creating a duplicate account or listings.
- Follow our [Nondiscrimination Policy](#) and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Airbnb 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 Airbnb Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Airbnb Platform or Content.
  - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Airbnb Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the Airbnb Platform.
- Only use the Airbnb 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 Airbnb Platform as authorized by these Terms.
  - Do not use the Airbnb Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
  - You may use Content made available through the Airbnb Platform solely as necessary to enable your use of the Airbnb 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 Airbnb Platform to avoid paying fees, taxes or for any other reason. See our [Offline Fee Policy](#) for exceptions.
  - Do not require or encourage Guests to open an account, leave a review, complete a survey, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a Reservation, unless authorized by Airbnb.
  - 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 Airbnb Platform, any Content, any Airbnb 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, [Additional Legal Terms](#), [Policies](#) and [Standards](#).
- Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your Reservation that violates our [rules for parties and events](#), as incorporated by reference herein.
- Do not use the name, logo, branding, or trademarks of Airbnb or others without permission, and only as set forth in our [Trademark Guidelines](#).
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo or other source identifier that is confusingly similar to any Airbnb trademarks, logos or branding. See our [Trademark Guidelines](#) for additional details.
- Do not offer Host Services that violate the laws or agreements that apply to you. Do not offer or solicit prostitution or participate in or facilitate human trafficking.

## **11.2 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 Airbnb. In addition, if you believe that a Member, Listing or Content has violated our [Standards](#), you should report your concerns to Airbnb. If you reported an issue to local authorities, Airbnb may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

## **11.3 Copyright Notifications.**

If you believe that Content on the Airbnb Platform infringes copyrights, please notify us in accordance with our [Copyright Policy](#).

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

## **12.1 Term.**

The agreement between you and Airbnb reflected by these Terms is effective when you access the Airbnb Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

## **12.2 Termination.**

You may terminate this agreement for any reason and at any time by sending us an email or by deleting your account, or in the case of Experiences, by removing all of your Experiences from the Airbnb Platform. Airbnb may terminate this agreement, stop providing access to the Airbnb Platform, deactivate your account, remove your Listing(s), or any combination thereof, for any reason (including if your account has been inactive for more than

two years) by providing you 30 days' notice via email or using any other contact information you have provided for your account. Airbnb may also terminate this agreement, stop providing access to the Airbnb Platform, deactivate your account, remove your Listing(s), or any combination thereof, immediately and without prior notice if (i) you materially breach these Terms or our [Additional Legal Terms](#), or [Policies](#), (ii) you materially fail to comply with the [standards and requirements for Experiences](#); (iii) you violate applicable laws, or (iv) such action is necessary to protect the personal safety or property of Airbnb, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

Airbnb reserves the right to change our services, including to add or remove features and functionalities or change the types of Listings we accept or allow on the platform, including but not limited to: improve or update our services, prevent abuse, or respond to legal requirements. If we make material changes, we will provide you with 30 days' advance notice, unless the changes are to prevent abuse or respond to legal requirements.

## **12.3 Member Violations.**

If (i) you breach these Terms, our [Additional Legal Terms](#), [Policies](#), or our [Standards](#), (ii) you violate applicable laws, regulations, or third-party rights, (iii) you provide Content that is illegal or incompatible with these Terms, (iv) you have repeatedly received poor reviews or Airbnb otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly canceled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, or third parties, Airbnb may:

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

In case of non-material breaches or where otherwise reasonable, you will be given reasonable notice of any actions that Airbnb proposes to take and an opportunity to remedy the non-material breach (if it is capable of remedy), unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws.

## **12.4 Legal Mandates.**

Airbnb 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 12.3.

## **12.5 Effect of Termination.**

If you are a Host and terminate your Airbnb account, any confirmed booking(s) will be automatically cancelled and your Guests will 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 as specified on the Listing at the time of booking. 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 Airbnb Platform has been limited, or your Airbnb account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Airbnb Platform through an account of another Member.

## **12.6 Survival.**

Sections 1, 2.1, 3, 4.2, 4.3, 5.2, 5.4, 5.5, 6.1, 7, 8, 9, 10, 11, 12.3, 12.4, 12.5, 12.7, 14, 15, 16, 17, 18, 19, 20, 21 and 22 survive expiry or termination, together with any other terms that, by reasonable implication or to give them efficacy are, or are intended, to be performed in whole or in part after the expiry or termination of this agreement.

## **12.7 Appeal.**

If Airbnb takes any of the measures described in this Section 12 you may appeal such a decision by contacting our [customer service](#).

## **13. Modification of these Terms.**

Airbnb may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email, notifications through the Airbnb Platform, messaging service, or any other contact method made available by us and selected by you at least 30 days before the date they become effective. 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 Airbnb Platform will constitute acceptance of the revised Terms.

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

### **14.1**

If a Member provides valid evidence that you, your guest(s), or your pet(s) have culpably:

(i) damaged the complaining Member's, or the Accommodation owner's (where the Accommodation owner is not also the Host), real or personal

property, or real or personal property the complaining Member is responsible for, or has an economic interest in;

(ii) caused loss of booking income for bookings via the Airbnb Platform or other consequential damages which result directly from the damage caused under (i) above; or

(iii) otherwise caused the complaining Member to incur cleaning costs in excess of the Member's cleaning fee (each of (i), (ii), and (iii) being a "**Damage Claim**"),

the complaining Member can notify Airbnb and/or seek compensation through the [Resolution Center](#). You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, or if the Damage Claim is escalated to Airbnb and Airbnb reasonably determines that the Damage Claim is valid and you are responsible for the Damage Claim, Airbnb via Airbnb Payments can collect the amount of the Damage Claim from you.

## 14.2

If the Host and Guest cannot resolve, or a Guest fails to pay a Damage Claim, the Host may notify Airbnb through the [Resolution Center](#) under the terms of the Host Damage Protection Terms and seek compensation. Airbnb will review the Damage Claim and ask the Host to provide any required evidence (e.g. through appropriate documents, photos, invoices, or third-party experts) which substantiates the Damage Claim and the Damage Claim amount. The Guest will be given the opportunity to respond and provide any relevant counter evidence. If Airbnb reasonably determines, under (i) consideration of the evidence provided; (ii) the Host Damage Protection Terms; and (iii) applicable statutory rules on the burden of proof, that the Guest is responsible for the Damage Claim, Airbnb (via Airbnb Payments) will pay out the Damage Claim to the Host. If Airbnb pays out the Damage Claim to the Host, Airbnb may collect the amount of the Damage Claim from the Guest, including by charging the Guest's Payment Method up to a maximum amount of \$500 USD. Airbnb may also pursue claims for recovering Damage Claims amounts, including amounts exceeding the maximum amount applicable for charging the Guest's Payment Method, against a Guest using any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against a Guest. Members may appeal a decision by Airbnb by contacting our [customer service](#). As between Members and Airbnb, the burden of proof regarding the Damage Claim and the Damage Claim amount always lies with Airbnb.

## 14.3

You agree to cooperate in good faith, provide any information Airbnb requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

## 14.4

Any decisions made by Airbnb in relation to a Damage Claim will not affect your contractual or statutory rights.

## 15. Airbnb's Role

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members. Airbnb is not acting as an agent for any Member except for where Airbnb Payments acts as a collection agent as provided in the Payments Terms. While we work hard to ensure our Members have great experiences using Airbnb, we do not and cannot control the conduct or performance of Guests and Hosts and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services or (ii) the truth or accuracy of any Listing descriptions, Reviews, or other Content provided by Members. You acknowledge that Airbnb has the right, but does not have any obligation to monitor the use of the Airbnb 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 Airbnb Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); 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 Member 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. Where we remove or disable Content, we will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal such a decision by contacting our [customer service](#). Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb regarding the use or abuse of the Airbnb Platform.

## 16. Member Accounts.

You must register an account to access and use many features of the Airbnb 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 Airbnb 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 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 must immediately notify Airbnb if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials). 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.

## **17. Warranties.**

**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. To the maximum extent permitted by law, we do not warrant the performance or non-interruption of the Airbnb Platform and 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. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or Listing or Airbnb has completed a relevant verification or identification process and nothing else. We are not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Airbnb Platform. Airbnb may, temporarily and under consideration of the Members' legitimate interests (e.g. by providing prior notice), restrict the availability of the Airbnb Platform or certain features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Airbnb Platform.**

## **18. Limitations on Liability.**

**To the maximum extent permitted by law, no party, including Airbnb's affiliates and personnel, or any other party involved in creating, producing, or delivering the Airbnb Platform or any Content, will be liable for any incidental, special, exemplary or consequential damages. Incidental, special, exemplary or consequential damages include, to the maximum extent permitted by law, lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services. Neither is Airbnb liable nor any other party liable, to the extent permitted by law, 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 Airbnb 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 Airbnb Platform, or (iv) the 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 Airbnb 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 (i) Airbnb's obligation to transmit payments to Hosts under these Terms, (ii) Airbnb's obligation to make payments under the Airbnb [Host Damage Protection](#), which contains its own limitations of liability, and (iii) Airbnb's wilful breach of these Terms, to the maximum extent permitted by law, in no event shall Airbnb's aggregate liability for any claim or dispute arising out of or in connection with these Terms, interaction with any Members, or use of or inability to use the Airbnb Platform, any Content, or any Host Service, exceed: (A) to Guests, three (3) times the amount you paid for the relevant Reservation(s) giving rise to the liability, or (B) to Hosts, three (3) times the amount paid to you for the relevant Reservation(s) giving rise to the liability.

Except in the case of a Member's wilful breach of these Terms, to the maximum extent permitted by law, in no event shall a Member's liability to Airbnb or any other party involved in creating, producing, or delivering the Airbnb Platform or any Content for any claim or dispute arising out of or in connection with these Terms, interaction with any Member, or use of or inability to use the Airbnb Platform, any Content, or any Host Service exceed: (A) in the case of Guests, three (3) times the amount you paid for the relevant Reservation(s) giving rise to the liability, or (B) in the case of Hosts, three (3) times the amount paid to you for the relevant Reservation(s) giving rise to the liability.

## **19. Indemnification.**

To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb (including Airbnb Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our [Additional Legal Terms](#), [Policies](#) or [Standards](#), (ii) your improper use of the Airbnb Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience 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. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your negligence or breach of a contractual obligation or, to the maximum extent permitted by law, the negligence and breach of a contractual obligation by those third parties for whose acts and omissions you are responsible under Sections 3.1 and 5.4 above.**

## **20. Contracting Entities.**

Based on your country of residence or establishment and what you are doing on the Airbnb Platform, Schedule 1 below sets out the Airbnb entity with whom you are contracting. If we identify through the Airbnb Platform, an Airbnb entity other than the one set out on Schedule 1 as being responsible for a product, feature or transaction, the Airbnb entity so identified is your contracting entity with respect to that product, feature or transaction. If you change your country of residence or establishment to a country outside of Australia, the Airbnb company you contract with and the applicable version of the Terms of Service will be determined by your new country of residence or establishment, from the date on which your country of residence or establishment changes.

## **21. Applicable law and Jurisdiction.**

These Terms are governed by and construed in accordance with Irish law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of Airbnb's place of business in Ireland. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **22. Miscellaneous**

### **22.1 Other Terms Incorporated by Reference.**

There are documents, policies and standards referred to in and linked from these Terms (including on our [Additional Legal Terms](#) page), which apply to your use of the Airbnb Platform, which are incorporated by reference to

these Terms, and form part of the binding legal agreement between you and Airbnb.

## **22.2 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 Airbnb and you pertaining to your access to or use of the Airbnb Platform and supersede any and all prior oral or written understandings or agreements between Airbnb and you. This Section does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, where oral or written. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Airbnb. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 23.12 below, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

## **22.3 No Waiver.**

Subject to any limitation expressly stated in these Terms, or any document policy or standard incorporated into them, neither Airbnb's or a Member's failure to enforce any right or provision in these Terms will constitute a waiver of such right or provision unless acknowledged and agreed between the relevant parties 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.

## **22.4 Assignment.**

You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Airbnb's prior written consent (not to be unreasonably withheld or delayed). Airbnb may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice. Your right to terminate this agreement at any time pursuant to Section 12.2 remains unaffected.

## **22.5 Notice.**

Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable you to provide. If a notification relates to a booking or Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb's obligations under Article 59 (1) of the Japanese Housing Accommodation Business Act.

## 22.6 Third-Party Services.

The Airbnb Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. Airbnb is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

## 22.7 Google Terms.

Some translations on the Airbnb Platform are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. Some areas of the Airbnb Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

## 22.8 Apple Terms.

If you access or download our application from the Apple App Store, you agree to [Apple’s Licensed Application End User License Agreement](#).

## 22.9 Airbnb Platform Content.

Content made available through the Airbnb Platform, including without limitation trademarks, trade dress, inventions, algorithms, computer programs (in source code and object code), customer and marketing information and other content (“**Platform Content**”), whether registered or unregistered, may be protected by copyright, trademark, patent, trade secrets, know how, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Platform Content are the exclusive property of Airbnb and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Platform Content accessed through the Airbnb Platform except to the extent you are the legal owner of that Platform Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Platform Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

## 22.10 Airbnb.org.

Airbnb.org is a nonprofit corporation exempt from income taxation under U.S. Internal Revenue Code Section 501(c)(3), operating as a public charity. Airbnb.org is not owned or controlled by Airbnb. Airbnb.org administers a

number of charitable programs that benefit our Host and Guest communities and the public.

### **22.11 Force Majeure.**

As between Airbnb and a Member, neither shall be liable to the other for any delay or failure to perform resulting from abnormal or unforeseeable circumstances outside their reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including, but not limited to, acts of God, 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. For the avoidance of doubt, this Section does not: (i) apply to a Reservation, which is subject to the Host's cancellation policy and the [Extenuating Circumstances Policy](#); or (ii) operate to extend deadlines applicable to a [Resolution Centre](#) Request, a [Host Damage Protection](#) claim, an [Aircover for guests](#) claim, a Reservation Issue under the [Rebooking and Refund Policy](#), or an Experiences Issue under the [Experiences Guest Refund Policy](#), or other requests, claims or reporting under similar policies that are incorporated by reference into these Terms.

### **22.12 Emails and SMS.**

You will receive administrative communications from us using the email address or other contact information you provide for your Airbnb account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Airbnb Account.

### **22.13 Contact Us.**

If you have any questions about these Terms, please [email us](#).

## **23. United States Dispute Resolution and Arbitration Agreement.**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT WHERE THIS ARBITRATION AGREEMENT APPLIES IN ACCORDANCE WITH SECTION 23.1, YOU AND AIRBNB AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

## 23.1 Application.

This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Airbnb in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 23 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

## 23.2 Overview of Dispute Resolution Process.

Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 23 applies: (1) an informal negotiation directly with Airbnb's customer service team (described in Section 23.3, below), and if necessary (2) a binding arbitration in accordance with the terms of this Arbitration Agreement. You and Airbnb each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

## 23.3 Mandatory Pre-Arbitration Dispute Resolution and Notification.

At least 30 days prior to initiating an arbitration, you and Airbnb each agree to send the other party an individualized notice of the dispute in writing ("**Pre-Dispute Notice** ") and attempt in good faith to negotiate an informal resolution of the individual claim. You must send your Pre-Dispute Notice to Airbnb by mailing it to Airbnb's agent for service: **CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833** . Airbnb will send its Pre-Dispute Notice to the email address associated with your Airbnb account. A Pre-Dispute Notice must include: the date, your name, mailing address, your Airbnb username, the email address you used to set up your Airbnb account, your signature, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written demand for arbitration with the arbitration provider designated pursuant to Section 23.6, below. A claimant's Pre-Dispute Notice requirement is a prerequisite to any arbitration, and a copy of the Pre-Dispute Notice and evidence that it was sent as required by this Section must be attached to any arbitration demand.

## 23.4 Agreement to Arbitrate.

**You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Airbnb Platform, Host Services, or any Content (collectively, "Disputes") will be settled by binding arbitration on an individual basis (the "Arbitration Agreement"). If there is a dispute**

**about whether this Arbitration Agreement can be enforced or applies to a Dispute, you and Airbnb agree that an arbitrator will decide that issue. For the avoidance of doubt, you and Airbnb agree that any question regarding arbitrability and the formation, enforceability, validity, scope, or interpretation of all or part of this Section 23, including any dispute over compliance with the Pre-Dispute Notice requirement and a party's responsibility to pay arbitration fees, shall be resolved exclusively by an arbitrator.**

### **23.5 Exceptions to Arbitration Agreement.**

You and Airbnb each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in state or federal court in San Francisco, California, unless we both agree to some other location: (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g. imminent danger or commission of a crime, hacking, cyber-attack); (iii) a request for the remedy of public injunctive relief; (iv) any claim or cause of action for vexatious litigation; or (v) any individual claim of sexual assault or sexual harassment arising from your use of the Airbnb Platform or Host Services. You and Airbnb agree that any request for the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

### **23.6 Arbitration Rules and Governing Law.**

This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this Arbitration Agreement, and not state law. The arbitration will be administered by ADR Services, Inc. (" **ADR** ") ( [www.adrservices.com](http://www.adrservices.com) ) in accordance with Rules 1, 6-7, 8-9, and 11-12, 45, 54, and 56 of the Federal Rules of Civil Procedure (" **Selected Federal Rules** ") ( <https://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure> ) and ADR's Arbitration Rules then in effect (the " **ADR Rules** "), except as the Selected Federal Rules or ADR Rules are modified by or conflict with this Arbitration Agreement. The ADR Rules are available at [www.adrservices.com](http://www.adrservices.com) . If an arbitration demand is submitted to ADR Services in accordance with this agreement and the ADR Rules, and ADR Services cannot or will not administer the arbitration, the arbitration will be administered by the American Arbitration Association (" **AAA** ") in accordance with the Selected Federal Rules and the AAA's Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the " **AAA Rules** ") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) . If the AAA cannot and will not administer the arbitration, you and Airbnb shall confer and select an alternative arbitral forum, and if we are unable to agree, either you or Airbnb may ask a court to appoint an arbitrator pursuant to 9

U.S.C. § 5. In that event, the arbitration will be conducted in accordance with the rules of the appointed arbitral forum, unless those rules are inconsistent with the provisions of this Arbitration Agreement.

### **23.7 Modification of Arbitration Rules - Arbitration Hearing/Location.**

In order to make the arbitration most cost-effective, efficient, and convenient, any required arbitration hearing in an arbitration wherein the amount in controversy does not exceed \$1,000,000 USD shall be conducted remotely via video conference except as otherwise agreed by the parties or instructed by the arbitrator. Any required arbitration hearing in an arbitration wherein the amount in controversy exceeds \$1,000,000 USD shall be conducted in San Francisco County except as otherwise agreed by the parties or instructed by the arbitrator. If the amount in controversy is \$10,000 USD or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

### **23.8 Modification of AAA Rules - Arbitration Fees and Costs.**

Your arbitration fees and your share of arbitrator compensation shall be governed by the ADR Rules and the ADR Services fee schedule (available at [www.adrservices.com](http://www.adrservices.com)). If you have a gross monthly income of less than 300% of the federal poverty guidelines, you are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. You may request a fee waiver by providing the arbitration provider with a declaration under oath stating your monthly income and the number of persons in your household. If a fee waiver is granted by the arbitration provider and you provide Airbnb with documents necessary to prove that your gross monthly income is less than 300% of the federal poverty guidelines, Airbnb will pay your share of any arbitrator fees.

### **23.9 Modification of Arbitration Rules - Claims Brought for an Improper Purpose or In Violation of This Arbitration Agreement.**

Either party may make a request that the arbitrator impose sanctions upon proving that the other party or its attorney(s) has asserted a claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous. As allowed by applicable law, the arbitrator shall impose sanctions equal to the requesting party's reasonable attorneys' fees and costs upon finding that a claim or defense is groundless in fact or law, brought in bad faith or for the purpose of harassment, asserted in violation of Fed. R. Civ. P. 11(b) (treating the arbitrator as "the court"), or is otherwise frivolous. Either party may seek dismissal of any arbitration filed in violation of any provision of this Arbitration Agreement. Either party may assert in arbitration a counterclaim for the other party's initiation of proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the



requirements of this Arbitration Agreement. Upon finding that a party has initiated proceedings concerning an arbitrable Dispute without complying with or otherwise in violation of the requirements of this Arbitration Agreement, the arbitrator shall award the other party its actual damages, including but not limited to reasonable attorneys' fees and costs.

### **23.10 Arbitrator's Decision.**

The arbitrator will issue a written decision which shall include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the ADR Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

### **23.11 Jury Trial Waiver.**

You and Airbnb acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

### **23.12 No Class Actions or Representative Proceedings.**

You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing or as provided in this agreement, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

### **23.13 Mass Action Waiver.**

You and Airbnb acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more arbitration claims are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties (" **Mass Action** "). Accordingly, you and Airbnb agree to waive



the right to have any Dispute administered, arbitrated, or resolved as part of a Mass Action (though Sections 22 and 23.12 of these Terms will continue to apply to the Dispute). In case of a dispute, the appointed arbitrator for the first matter instituted within a set of claims identified by either party shall decide whether those claims are part of a Mass Action. If no arbitrator has yet been appointed, an arbitrator shall be appointed solely to determine whether claims identified by either party are part of a Mass Action. Nothing in this provision prevents you or Airbnb from participating in a mass settlement of claims.

### **23.14 Modification of Arbitration Rules - Mass Action Batching Requirements.**

If for any reason, notwithstanding Section 23.13, an arbitration proceeds as part of a Mass Action, the parties shall group the arbitration demands into batches of no more than 200. The batches shall be determined by listing the claimants' alphabetically (by last name or business name, as applicable)—for example, the first 200 claimants listed will be the first batch, the next 200 claimants listed will be the second batch, and so forth. The parties shall randomly assign each batch a sequential number and arbitrate the batches one at a time, in sequential order. While one batch is being arbitrated, the arbitration provider shall hold the remainder in abeyance unless otherwise agreed by the parties or instructed by the arbitration provider. Each batch shall be resolved within 240 days of the pre-hearing conference for that batch. Notwithstanding the forgoing, if any claimant's demand has not been the subject of a pre-hearing conference within 2 years of the latest-filed demand in the Mass Action, such claimant may elect to pursue the claims asserted in the claimant's demand in court subject to Sections 21 and 23.12 of these Terms.

### **23.15 Modifications of Arbitration Rules - Offers of Judgment.**

At least ten (10) days before the date set for the arbitration hearing, you or Airbnb may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall issue an award accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) days after it is made, whichever occurs first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration, other than with respect to costs (including all fees paid to the arbitration provider). If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitration provider) from the time of the offer.

### **23.16 Severability.**

Except as provided in Section 23.12, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision

will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

### **23.17 Amendment to Agreement to Arbitrate.**

If Airbnb amends this Section 23 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject the change by sending us written notice no later than 30 days of the date the change is effective. Your notice must include your name, mailing address, the date of the notice, your Airbnb username, the email address you used to set up your Airbnb account, your signature, and an unequivocal statement that you want to opt out of the amended Section 23. You must either mail your notice to this address: 888 Brannan St, San Francisco, CA 94103, Attn: Arbitration Opt-Out, or email the opt-out notice to [arbitration.opt.out@airbnb.com](mailto:arbitration.opt.out@airbnb.com). Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

### **23.18 Survival.**

Except as provided in Section 23.16, and subject to Section 12.6, this Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## **Additional Terms for Experience Hosts**

Nothing in this Additional Terms for Experience Hosts section (“**Experience Host Terms**”) should be interpreted to amend or contradict the Terms unless explicitly stated. If there is a conflict between the Terms and the Experience Host Terms with respect to an Experience, the Experience Host Terms control.

## **24. Experience Host Terms**

### **24.1 Listing an Experience.**

To list an Experience, you must create a Listing and submit the Experience to Airbnb. Experiences must at all times meet the [standards and requirements for Experiences](#). When listing an Experience you must, where applicable, fully educate and inform Guests about (i) any risks inherent or incidental to the Experience, (ii) any requirements for participation, such as the minimum age, related skills, or level of fitness, and (iii) anything else they may need to know to safely participate in the Experience (including dress codes, equipment, special certifications or licenses, etc.). Airbnb reserves the right to decide, in its sole discretion, whether a submitted Experience will be published on or remains on the Airbnb Platform.

## 24.2 Hosting Airbnb Guests.

Once your Experience is published on the Airbnb Platform, you will have the ability to add dates and times when you offer your Experience through the Airbnb Platform (an "**Instance**"). By making an Instance of your Experience available on the Airbnb Platform, you agree that only people who book through Airbnb can attend that Instance of the Experience. You further agree that you will not allow people to attend any Instance of your Experience available on the Airbnb Platform unless that person booked through Airbnb (or was added as an additional Guest for a spot booked through the Airbnb Platform).

## 24.3 Social Impact Experiences.

If you wish to provide [an Experience that benefits a social impact organization](#) (a "**Social Impact Experience**"), you and the benefitting organization must comply with the Social Impact Experience [eligibility requirements](#). When listing a Social Impact Experience you (i) represent and warrant that you are duly authorized to act on behalf of the benefitting organization and (ii) acknowledge and agree that all payouts will be directed to an account owned by the benefitting organization unless the benefitting organization has obtained authorization from Airbnb as outlined in the Social Impact Experience [eligibility requirements](#). You and the benefitting organization acknowledge that listing a Social Impact Experience does not create a commercial fundraising or co-venturer, or charitable trust relationship with Airbnb, and Airbnb is not a professional fundraiser or commercial participator. If the benefitting organization is a nonprofit, the nonprofit, and not Airbnb, is responsible for determining what, if any, portion of its Total Price is a charitable contribution and for providing Guests charitable tax receipts for any applicable charitable contributions. You and the benefitting organization are solely responsible for complying with all laws that apply to the organization and your Social Impact Experience.

## 24.4 Equipment.

You are responsible for providing all equipment, including supplies, vehicles, venues and other materials ("**Equipment**") necessary to host your Experience. You are solely responsible for ensuring that the Equipment used in your Experience is in good working order and conforms to all laws pertaining to safety, equipment, inspection, and operational capability. Except as otherwise required by law, you assume all risk of damage or loss to your Equipment.

## 24.5 Additional Experience Host Responsibilities.

You are responsible for (i) understanding and complying with all laws, rules and regulations that may apply to your Experience, (ii) obtaining any required licenses, permits, or registrations prior to providing your Experience; and (iii) ensuring that your Listing and/or Hosting of an Experience will not breach any agreement you may have with any third

party. You can find additional information about some of the legal obligations that may apply to you on our [Responsible Hosting](#) pages.

## 24.6 Hosting as a Team or Organization.

You must provide your Experience in person and may not allow any third party to provide the Experience on your behalf, unless authorized by Airbnb. Any member of a team, business, or organization that interacts with Guests must be added to an Experience via the method designated by the Airbnb Platform. See Section 5.5 for information about hosting as part of a team, business or organization as well as the [Listing Management Terms of Service](#), which are incorporated herein.

## 24.7 Insurance.

We may require that you obtain your own insurance in order to publish an Experience on the Airbnb Platform. We will provide you with reasonable notice of any changes to insurance requirements that apply to your Experience. In such cases, you agree to obtain and maintain insurance for you, the members of your team or organization, and/or your Experience with the coverage and in the amounts determined by us in our sole discretion for any and all activities that take place on your Experience. You agree to cooperate with Airbnb to verify such insurance coverage. In the event that Airbnb has obtained its own liability insurance that covers your Experiences, your insurance will be the primary source of coverage and Airbnb's insurance will operate as excess or secondary insurance for any amounts exceeding your coverage. Our procurement of such secondary insurance coverage does not relieve you of your obligation to obtain insurance in amounts required by us.

### Schedule 1 - Contracting Entities

<b>YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:</b>	<b>YOUR ACTIVITY ON THE AIRBNB PLATFORM:</b>	<b>AIRBNB CONTRACTING ENTITY:</b>	<b>CONTACT INFORMATION:</b>
<b>Australia</b>	Booking or offering certain hotels or traditional accommodations, where Airbnb Travel, LLC is identified in the checkout or listing process.	Airbnb Travel, LLC	888  Brannan Street, San Francisco, CA 94103,  United States

Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the checkout or listing process.	Airbnb Stays, Inc.	888 Brannan Street, San Francisco, CA 94103, United States
Booking or offering accommodations where Luxury Retreats International ULC is identified in the checkout or listing process or other product surface.	Luxury Retreats International ULC	5530 St. Patrick Street, Suite 2210, Montreal, Quebec, H4E 1A8
All other activities.	Airbnb Ireland UC	8 Hanover Quay, Dublin 2, Ireland

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Please review this information about updates to our Terms.

- Guest

### [Payment methods accepted](#)

We support different payment methods depending on the country your payment account is located in.

- Host

### [When a guest asks to visit before booking](#)

Encourage them to review your listing description and photos, and be available to answer any additional questions they have about your space...