

# Payments Terms of Service

Last Updated: January 11, 2021

These Payments Terms of Service ("**Payments Terms**") are a binding legal agreement between you and Karta Payments that govern the Payment Services (defined below) conducted through or in connection with the Karta Platform. When these Payments Terms mention "**Karta Payments**," "**we**," "**us**," or "**our**," it refers to the Karta Payments company you are contracting with for Payment Services.

Karta Payments provides payments services to Members publishing, offering and booking Accommodations, or other Host Services, including current and future services provided via the Karta Platform. These payment services may include (if available) the following (collectively, "**Payment Services**"):

- Collecting payments from Guests ("**Payin**"), by charging the payment method associated with their Karta account, such as credit card, debit card, bank account, digital currency, custodial wallet or PayPal account ("**Payment Method**");
- Effecting payments to Hosts ("**Payout**") to a financial instrument associated with their Karta account, such as a PayPal account, bank account, a prepaid card, digital currency address, custodial wallet, or a debit card ("**Payment Method**");
- Effecting payments to a third-party Payout Method designated by a Host;
- Collection and payment of charitable donations;
- Payment collection services; and
- Other payment related services in connection with Host Services.

In order to use the Payment Services, you must be at least 18 years old, must have a Karta account in good standing in accordance with the Karta Terms of Service ("**Terms**"), and must keep your payment and personal information accurate and complete.

Payment Services will be provided by the contracting entity based on your country of residence subject to any exceptions described below:

COUNTRY OF RESIDENCE	CONTRACTING ENTITY
All Jurisdictions	GRA Sp. z o.o. (" <b>Karta Payments</b> ")

If you change your country of residence, the Karta company you contract with and the applicable version of the Payment Terms will be determined by your new country of residence from the date on which your country of residence changes. Please note, however, that the Karta Payments company with whom you contract will stay the same for all bookings made prior to your change of residence.

The Terms separately govern your use of the Karta Platform. If you see an undefined term in these Payment Terms, it has the same definition as in the Terms.

## **1. Your use of the Payment Services**

**1.1 Karta Payment Services.** By using the Payments Services, you agree to comply with these Payments Terms. Karta Payments may temporarily limit or suspend your access to or use of the Payment Services, or its features, to carry out maintenance measures that ensure the proper functioning of the Payment Services. Karta Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. Karta Payments will provide notice to Members of any changes to the Payment Services, unless such changes do not materially increase the Members' contractual obligations or decrease the Members' rights under these Payments Terms.

**1.2 Third Party Services.** The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms of service and privacy policies, and Members should review them. Karta Payments is not responsible or liable for the use of such Third-Party Services. Links to any Third-Party Services are not an endorsement by Karta Payments of those Third-Party Services.

**1.3 Your Karta Account.** Karta Payments may enable features that allow you to authorize other Members or third parties to take certain actions that affect your Karta account. You may authorize a third party to use your Karta account if the feature is enabled for your Karta account. You acknowledge and agree that anyone you authorize to use your Karta account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

**1.4 Verification.** You authorize Karta Payments, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include (i) screening you against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth, your address, and other information; or (iv) requiring you to take steps to confirm ownership of your email address, Payment Method(s) or Payout Method(s). Karta Payments reserves the right to terminate, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

**1.5 Additional Terms.** Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable to a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

## **2. Guest Terms**

**2.1 Adding a Payment Method.** When you add a Payment Method to your Karta account, you will be asked to provide billing information such as name, billing address, and financial instrument

information either to Karta Payments or its third-party payment processor(s). You authorize Karta Payments and its payment service providers to collect and store your Payment Method information.

**2.2 Payment Method Verification.** When you add or use a new Payment Method, Karta Payments may verify the Payment Method by (i) authorizing your Payment Method for one or two nominal amounts via a payment service provider, and asking you to confirm those amounts, or (ii) requiring you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payment Method. When you add a Payment Method during checkout, we will automatically save and add that Payment Method to your Karta account so it can be used for a future transaction. You can remove the Payment Method from your Karta account as long as it is not associated with an active or future reservation.

**2.3 Payment Authorization.** You allow Karta Payments to charge your Payment Method (including charging more than one payment method), either directly or indirectly, for all fees due (including any applicable taxes) in connection with your Karta account.

**2.4 Automatic Update of Payment Method.** If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partners or your bank and automatically update your Payment Method on file.

**2.5 Timing of Payment.** Karta Payments generally charges the Total Price due after the Host accepts your booking request. However, if you pay with a push Payment Method (such as Sofort), Karta Payments will collect the Total Price due at the time of your booking request or after the Host accepts your booking request. Karta Payments may offer alternative options for the timing and manner of payment. Any additional fees for using those alternative payment options will be displayed via the Karta Platform and included in the Total Price, and you agree to pay such fees by selecting the payment option. Additional terms and conditions may apply for the use of an alternative payment option. If Karta Payments is unable to collect the Total Price due, as scheduled, Karta Payments will collect the Total Price due at a later point in accordance with Section 5.3. Once the payment for your requested booking is successfully completed, you will receive a confirmation email.

**2.6 Currency.** Karta Payments will process each transaction in the currency you select via the Karta Platform. The currencies available to make payments may be limited for regulatory or operational reasons based on factors such as your selected Payment Method, your country of residence, and/or your Karta Payments contracting entity(ies). Any such limitations will be communicated via the Karta Platform, and you will be prompted to select a different currency or Payment Method. Note that if your Karta Payments contracting entity's location is different than the country of your Payment Method, or your selected currency is different than your Payment Method's billing currency, your payment may be processed outside of your country of residence. As a result, certain fees may apply and the amount listed on your card statement may be different from the amount shown at checkout. For example, if you make a booking using a U.S. issued card, but select Euro as your currency, your payment may be processed outside the U.S., and banks and credit card companies may impose international transaction fees and foreign exchange fees. In addition, if you select to pay with a

currency that is different than your Payment Method's billing currency, your bank or credit card company may convert the payment amount to your billing currency associated with your Payment Method, based on an exchange rate and fee amount determined solely by your bank. Karta Payments is not responsible for any such fees and disclaims all liability in this regard. Please contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

**2.7 Booking Request Status.** If a requested booking is declined either because it is not accepted by the Host or you cancel the booking request before it is accepted by the Host, any amounts collected by Karta Payments will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

**2.8 Payment Restrictions.** Karta Payments reserves the right to decline or limit payments that we believe (i) may violate Karta Payments' risk management policies or procedures, (ii) may violate these Payments Terms or the Terms, (iii) are unauthorized, fraudulent or illegal; or (iv) expose you, Karta, Karta Payments, or others to risks unacceptable to Karta Payments.

**2.9 Payment Service Providers.** Payment Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing payments in connection with the Payment Services, and Karta Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method may also be subject to additional terms of use. Please review them before using your Payment Method.

**2.10 Your Payment Method, Your Responsibility.** Karta Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method information provided by you.

## **2.11 Different Ways to Pay**

### **2.11.1 Payment Plan**

2.11.1.1 Karta Payments may make available to Guests the option to pay a portion of the booking's Total Price at the time of booking and pay the remainder of the Total Price at a later time prior to check-in ("**Payment Plan**"). Availability of this option may depend on the Listing and/or Payment Method.

2.11.1.2 If you choose a Payment Plan, the Karta Platform will notify you during check out of the amount, currency and schedule of each payment due. On the following payments due date, Karta Payments will automatically charge the original Payment Method you used to make the booking.

2.11.1.3 If you make a modification to a booking made with a Payment Plan, Karta Payments will notify you of the revised payment schedule, as applicable. If the modification increases your Total Price, you may be required to make an additional partial payment of the new Total Price at the time of the modification.

2.11.1.4 You agree that by selecting a Payment Plan, you may not be able to pay for the booking with a different Payment Method or pursuant to a different payment schedule.

2.11.1.5 If Karta Payments is unable to collect your payment, Karta Payments will notify you of such declined payment, and require you to complete the payment using an alternative Payment Method within 72 hours of the notice. If you fail to complete the payment, you authorize Karta to cancel the booking on your behalf. If the booking is canceled, you will be refunded based on the Host's cancellation policy. You acknowledge that you may incur fees for cancellations pursuant to the Host's cancellation policy.

## **2.11.2 Recurring Payments**

2.11.2.1 For certain bookings (such as for Accommodation bookings of twenty-eight (28) nights or more), Karta Payments may require a Guest to make recurring, incremental payments toward the Total Price owed ("**Recurring Payments**"). More information on Recurring Payments (including the amount and the frequency of payments) will be made available via the Karta Platform if applicable to a booking.

2.11.2.2 If Recurring Payments apply to a confirmed booking, then the Guest authorizes Karta Payments to collect the Total Price due.

2.11.2.3 Guests may stop a Recurring Payment by notifying Karta Payments orally or in writing at least three (3) business days before the scheduled date of the payment. Karta Payments may require you to give written confirmation of a stop-payment order within fourteen (14) days of an oral notification. If you fail to provide written confirmation within those fourteen (14) days, Karta Payments is not obligated to honor your request to stop any future Recurring Payments. If you have any questions regarding your Recurring Payments, please contact Karta Payments.

## **3. Host Terms**

**3.1 Payment Collection.** Karta Payments generally collects the Total Price of a booking at the time the Guest's booking request is accepted by the Host, unless noted otherwise.

**3.2 Adding a Payout Method.** In order to receive a Payout you must have a valid Payout Method linked to your Karta account. When you add a Payout Method to your Karta account, you will be asked to provide billing information such as name, government identification, tax ID, billing address, and financial instrument information either to Karta Payments or its third-party payment processor(s). Depending on the Payout Method selected additional information may be required, such as: residential address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor. You authorize Karta Payments to collect and store your billing information and financial instrument information. Karta Payments may also share your information with governmental authorities as required by applicable law.

## **3.3 Timing of Payout**

3.3.1 Subject to and conditional upon successful receipt of the payments from Guest, Karta Payments will generally initiate Payouts to your selected Payout Method: (i) for Accommodations, 24 hours after the Guest's scheduled check-in time (or 24 hours after 3:00 pm local time - or 3:00 pm UTC if local time is unknown - if the check-in time is flexible or not specified); and (ii) for all other Host Services, at the time specified via the Karta Platform. For Accommodation bookings of twenty-eight (28) nights or more, Karta Payments will generally initiate the first payout 24 hours after the Guest's scheduled check-in time, and will initiate future payouts every 30 days after the initial payout, for the duration of the reservation.

3.3.2 Karta Payments may offer you a different Payout time or trigger for payment, which may be subject to additional terms and conditions. For example, certain Hosts in China will receive Payouts 48 hours after the Guest's scheduled check-out time or 7 days after the Guest's scheduled check-in time, whichever is earlier. Such Payout timeline may be updated once the Host meets certain eligibility criteria. The time it takes to receive Payouts once released by Karta Payments may depend upon the Payout Method you select.

**3.4 Payout.** Your Payout for a booking will be the Total Price less applicable fees like Karta service fees and applicable taxes. In the event of cancellation of a confirmed booking, Karta Payments will remit the amount you are due (if any) as provided in the Terms and applicable cancellation policy.

**3.5 Payout Restrictions.** Karta Payments may temporarily place a hold, suspend, or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify your identity. Furthermore, Karta Payments may temporarily place a hold on, suspend, or delay initiating or processing any Payout due to you under the Terms as a result of high volume Booking cancellations or modifications arising from a Force Majeure Event (as defined below).

**3.6 Currency Conversion.** Karta Payments will remit your Payouts in the currency you select via the Karta Platform. The currencies available may be limited for regulatory or operational reasons based on factors such as your selected Payout Method, your country of residence, and/or your Karta contracting entity(ies). Any such limitations will be communicated via the Karta Platform, and you will be prompted to select a different currency or Payout Method. Note that payment service providers may impose transaction, currency conversion or other fees based on the currency or Payout Method you select, and Karta Payments is not responsible for any such fees and disclaims all liability in this regard.

**3.7 Limits on Payouts.** For compliance or operational reasons, Karta Payments may limit the amount of a Payout. If you are due an amount above that limit, Karta Payments may make a series of Payouts (potentially over multiple days) in order to provide your full Payout amount.

**3.8 Payment Service Providers.** Payout Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Karta Payments is not responsible for any such fees and disclaims all liability in this

regard. Your Payout Method may also be subject to additional terms of use. Please review them before using your Payout Method.

**3.9 Handling of Funds.** Karta Payments may combine amounts that it collects from Guests and invest them as permitted under applicable laws. Karta Payments will retain any interest it earns on those investments.

**3.10 Your Payout Method, Your Responsibility.** Karta Payments is not responsible for any loss suffered by you as a result of incorrect Payout Method information provided by you.

### **3.11 Different ways to get paid**

#### **3.11.1 Split Payouts**

If you provide Host Services jointly with one or more other Hosts as part of a team, business or other organization (“**Host Team**”), Karta may make available to such Hosts the option to allocate between the members of the Host Team the total Host Payout for a booking. Karta Payments will execute such payments at the instruction of one or more members of the Host Team and is not responsible for any losses related to errors or omissions made by the Hosts in providing such payment instructions.

## **4. Appointment of Karta Payments as Limited Payment Collection Agent**

4.1 Each Host, including each Host Team member, hereby appoints Karta Payments as the Host’s payment collection agent solely for the limited purpose of accepting and processing funds from Guests purchasing Host Services on the Host’s behalf.

4.2 Each Host, including each Host Team member, agrees that payment made by a Guest through Karta Payments, shall be considered the same as a payment made directly to the Host, and the Host will provide the Host Service booked by the Guest in the agreed-upon manner as if the Host has received the payment directly from the Guest. Each Host agrees that Karta Payments may refund the Guest in accordance with the Terms. Each Host understands that Karta Payments’ obligation to pay the Host is subject to and conditional upon successful receipt of the associated payments from the Guest. Karta Payments guarantees payments to Host(s) only for such amounts that have been successfully received by Karta Payments from Guests in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Host, Karta Payments assumes no liability for any acts or omissions of the Host.

4.3 Each Guest acknowledges and agrees that, notwithstanding the fact that Karta Payments is not a party to the agreement between you and the Host(s), including each Host Team member, Karta Payments acts as each Host’s payment collection agent for the limited purpose of accepting payments from you on behalf of the Host(s). Upon a Guest’s payment of the funds to Karta Payments, the Guest’s payment obligation to the Host(s) for the agreed upon amount is extinguished, and Karta Payments is responsible for remitting the funds successfully received by Karta Payments to the Host(s) in the manner described in these Payments Terms. In the event that

Karta Payments does not remit any such amounts, the Host(s) will have recourse only against Karta Payments and not the Guest directly.

## 5. General Terms

**5.1 Fees.** Karta Payments may charge fees for use of certain Payment Services and any applicable fees will be disclosed to you in the Terms or via the Karta Platform.

**5.2 Payment Authorizations.** You authorize Karta Payments to collect from you amounts due pursuant to these Payment Terms and/or the Terms by either (i) charging the Payment Method associated with the relevant booking, or any other Payment Method on file that you authorize in your Karta account (unless you have previously removed the authorization to charge such Payment Method(s)), or (ii) by withholding the amount from your future Payout. Specifically, you authorize Karta Payments to collect from you:

- Any amount due to Karta or Karta Payments (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Guest, Host or user of the Karta Platform), including reimbursement for costs prepaid by Karta or Karta Payments on your behalf. Any funds collected by Karta Payments will set off the amount owed by you to Karta or Karta Payments and extinguish your obligation to Karta or Karta Payments.
- Any amount due to a Host from a Guest which Karta collects as the Host's payment collection agent as further set out in Section 4 above.
- Taxes, where applicable and as set out in the Terms.
- Any amount you pay through the Resolution Center in connection with your Karta account.
- Overstay penalties payable under the Terms, including any cost and expenses incurred in collecting the overstay penalty.
- Any service fees or cancellation fees imposed pursuant to the Terms (e.g., if, as a Host, you cancel a confirmed booking).
- Any amounts already paid to you as a Host despite a Guest cancelling a confirmed booking or Karta deciding that it is necessary to cancel a booking in accordance with the Terms, Guest Refund Policy, Extenuating Circumstances Policy, or other applicable cancellation policy. You agree that in the event you have already been paid, Karta Payments will be entitled to recover the amount of any such guest refund from you, including by subtracting such refund amount out from any future Payouts due to you.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to Karta Payments collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

## 5.3 Collections

5.3.1 If Karta Payments is unable to collect any amounts you owe under these Payments Terms, Karta Payments may engage in collection efforts to recover such amounts from you.

5.3.2 Karta Payments will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after Karta Payments first attempts to charge your Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Host's future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Host's Karta account or the associated services have been provided, whichever is later.

5.3.3 Karta Payments will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorized charges, after Karta Payments first attempts to charge your Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Host's future Payouts, after the adjustment is made to the Host's Karta account or the associated services have been provided, whichever is later.

5.3.4 You hereby explicitly agree that all communications in relation to amounts owed will be made by electronic mail or by phone, as provided to Karta and/or Karta Payments by you. Such communications may be made by Karta, Karta Payments, or by anyone on their behalf, including but not limited to a third-party collection agent.

#### **5.4 Payment Processing Errors**

5.4.1 Karta Payments will take the necessary steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the original Payout Method or Payment Method used or selected by you, so that you end up receiving or paying the correct amount. This may be performed by Karta Payments or a third party such as your financial institution. We may also take steps to recover funds sent to you in error (including but not limited to an event of duplicate payments made to you due to a processing error), by reducing, setting off and/or debiting the amount of such funds from any future Payouts owed to you.

5.4.2 To the extent you receive any funds in error, you agree to immediately return such funds to Karta Payments.

#### **5.5 Refunds**

5.5.1 Any refunds or credits due to a Member pursuant to the Terms, Extenuating Circumstances Policy and Guest Refund Policy, will be initiated and remitted by Karta Payments in accordance with these Payments Terms.

5.5.2 Subject to this Section 5.5.2, Karta Payments will process refunds immediately, however, the timing to receive any refund will depend on the Payment Method and any applicable payment system (e.g., Visa, Mastercard, etc.) rules. In the event of a Force Majeure Event that may affect the processing and settlement of refunds, Karta Payments will initiate and process the refund as soon as is practicable.

#### **6. Damage Claims and Security Deposits**

6.1 If you as a Guest (i) agree to pay the Host in connection with a Damage Claim, or (ii) Karta determines that you are responsible for damaging any real or personal property at a Listing pursuant to the Terms, you authorize Karta Payments to charge the Payment Method used to make the booking in order to collect any security deposit associated with the Listing, as well as any fees, costs and/or expenses associated with the Damage Claim. If Karta Payments is unable to collect from the Payment Method used to make the booking, you agree that Karta Payments may charge any other Payment Method on file in your Karta account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)).

6.2 You agree that Karta Payments may seek to recover from you under any insurance policies you maintain and that Karta Payments may also pursue against you any remedies it may have available.

## **7. Abandoned Property**

If Karta Payments holds funds due to you (e.g., because we are unable to issue you a Payout or refund) or you do not use a gift card or gift credit for the relevant period of time set forth by your state, country, or other governing body in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by reporting and escheating (sending) such funds to the appropriate governing body as required by applicable unclaimed property laws.

## **8. Prohibited Activities**

8.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations;
- breach or circumvent any agreements with third parties, third-party rights, or the Terms, Policies, or Standards;
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Karta account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Karta Payments or any of Karta Payments' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

8.2 You may not use or assist others to use the Payment Services to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity

List. You represent and warrant that: (i) neither you nor your Host Services are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

## **9. Force Majeure**

Karta Payments shall not be liable for any delay or failure to fulfill any obligation under these Payments Terms resulting from causes outside the reasonable control of Karta or Karta Payments, 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 (“**Force Majeure Event**”).

## **10. Disclaimers**

**10.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided “as is”, without warranty of any kind, either express or implied.**

**10.2 Notwithstanding Karta Payments’ appointment as the limited payment collection agent of Hosts pursuant to Section 4, Karta Payments explicitly disclaims all liability for any act or omission of any Member or other third party. Karta Payments does not have any duties or obligations as agent for each Host except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.**

**10.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.**

**10.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.**

## **11. Liability**

**11.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Karta account in any way, you are responsible for the actions taken by that person. Neither Karta Payments nor any other party involved in creating, producing, or delivering the Payment Services 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 Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Karta Payments has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Hosts pursuant to these Payments Terms, in no event will Karta Payments' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed (i) the amounts you have paid or owe for bookings via the Karta Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Host, the amounts paid by Karta Payments to you in the twelve (12) month period prior to the event giving rise to the liability, or (ii) one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Karta Payments and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Karta Payments' liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

## **12. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Karta Payments' option), indemnify, and hold Karta Payments and its affiliates and subsidiaries, and their officers, directors, employees, and agents, 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 Payments Terms; (ii) your improper use of the Payment Services; (iii) your failure, or our failure at your direction, to accurately report, collect or remit taxes; or (iv) your breach of any laws, regulations, or third-party rights.

## **13. Modification, Term, Termination, and other Measures**

**13.1 Modification.** Except as otherwise required by applicable law, Karta Payments may modify these Payments Terms at any time. If we make material changes to these Payment Terms, we will post the revised Payment Terms on the Karta Platform and update the "Last Updated" date at the top of these Payment Terms. If you are affected by the modification, we will also provide you with notice of the modifications at least thirty (30) days before the date they become effective. If you do not terminate your agreement before the date the revised Payment Terms become effective, your continued use of the Payment Services will constitute acceptance of any changes to the revised Payments Terms.

**13.2 Term.** This agreement between you and Karta Payments reflected by these Payment Terms is effective when you create a Karta account or use the Payment Services and remains in effect until either you or we terminate this agreement in accordance with Section 13.3.

**13.3 Termination.** You may terminate this agreement at any time by sending us an email or by deleting your Karta account. Terminating this agreement will also serve as notice to cancel your Karta account pursuant to the Terms. Without limiting our rights specified below, Karta Payments may terminate this agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address. Karta Payments may also terminate this agreement immediately without notice if (i) you have materially breached your obligations under this agreement; (ii) you have provided inaccurate, fraudulent, outdated, or incomplete information; (iii) you have violated applicable laws, regulations, or third-party rights; or (iv) Karta Payments believes in good faith that such action is reasonably necessary to protect other Members, Karta, Karta Payments, or third parties.

**13.4 Suspension and Other Measures.** Karta Payments may limit or temporarily or permanently suspend your use of or access to the Payment Services (i) to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, (ii) if you have breached these Payments Terms, the Terms, applicable laws, regulations or third-party rights, (iii) if you have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) for any amounts you owe under these Payments Term that are overdue or in default, or (v) if Karta Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of Karta, its Members, Karta Payments, or third parties, or to prevent fraud or other illegal activity. Further, for unsuccessful payment due to card expiration, insufficient funds, or otherwise, we may temporarily suspend your access to the Payment Services until we can charge a valid Payment Method.

**13.5 Appeal.** If Karta Payments takes any of the measures described in Section 13.3 and 13.4 you may appeal such a decision by contacting customer service.

**13.6 Effect of Termination.** If you cancel your Karta account as a Host or Karta Payments takes any of the measures described above, Karta Payments may provide a full refund to any Guests with confirmed booking(s), and you will not be entitled to any compensation for pending or confirmed bookings that were cancelled. If you cancel your Karta account as a Guest, Karta Payments will initiate a refund for any confirmed booking(s) based on the Listing's cancellation policy. If your access to or use of the Payment Services has been suspended or limited or this agreement has been terminated by us, you may not register a new Karta account or attempt to access and use the Payment Services through an Karta account of another Member.

**13.7 Survival.** Sections 5 through 20 of these Payments Terms shall survive any termination or expiration of this agreement.

## **14. Governing Law and Dispute Resolution**

14.1 If you are contracting with Karta Payments, these Payments Terms will be interpreted in accordance with English Law, without regard to conflict-of-law provisions. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity,

formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts. Nothing in this clause limits the right of Karta Payments, Karta, or any of its affiliates, to bring proceedings, including third party proceedings, against you in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

## **15. Miscellaneous**

**15.1 Interpreting these Payments Terms.** Except as they may be supplemented by additional terms and conditions, policies, guidelines, or standards, these Payments Terms constitute the entire agreement between Karta Payments and you regarding the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Karta Payments and you regarding the Payment Services. If any provision of these Payments Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

**15.2 No Waiver.** Karta Payments' failure to enforce any right or provision in these Payments 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 Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise permitted under law.

**15.3 Assignment.** You may not assign, transfer, or delegate this agreement or your rights and obligations hereunder without Karta Payments' prior written consent. Karta Payments may without restriction assign, transfer, or delegate this agreement and any rights and obligations, at its sole discretion, with thirty (30) days' prior notice.

**15.4 Notices.** Unless specified otherwise, any notices or other communications permitted or required under this agreement, will be in writing and given by Karta Payments via email or Karta Platform notification, and depending on your notification setting, messaging service (including SMS and WeChat). The date of receipt will be deemed the date on which Karta Payments transmits the notice.

## **16 For Hosts and Guests with Mexico As Country of Residence**

If Mexico is your country of residence, (i) upon successful receipt of payment from the Guest following a Host's acceptance of the Guest's booking request, Karta Payments generally holds such funds due to the Host in temporary custody until it is released to the Host in accordance with Section 3.3.1, and (ii) the payment to the Host will be effective only upon the start of the Host's Services and in accordance with Section 3.3.1. Karta may be required to withhold taxes per applicable local laws, and such taxes will be due upon Karta Payment's release of the Host Payout.

## **17 Installment Feature for Users with Brazil As Country of Residence**

Section 2, "Guest Terms", shall be amended by adding the following subsection: *"You acknowledge that if your country of residence is Brazil and you are paying by credit card, you may pay for your booking in multiple installments as long as your credit card supports installments and is issued in Brazil. The number of installments may vary, but will be presented to you before you complete your booking transaction. You acknowledge that the Total Price may be increased when you choose to pay for your booking in installments. Your use of the installment feature may be subject to additional terms and conditions imposed by the applicable third-party payment service provider."*

17.2 Depending on the country of residence of guests and hosts, payments due to hosts and applicable fees like Karta Service Fees may require the execution of foreign exchange agreements or other related measures, as per applicable legislation.

17.3 If you are a resident in Brazil, by using the Payment Services you acknowledge and agree that Karta Payments or its partner acts as an agent of the Karta entity providing Karta Services to you and that you are contracting international services provided by such entity, as set forth in the Terms.

17.4 You authorize Karta Payments, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include (i) screening you against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (e.g., driver's license or passport), tax ID, your date of birth, your address, and other information; or (iv) requiring you to take steps to confirm ownership of your email address, Payment Method(s) or Payout Method(s). Karta Payments reserves the right to terminate, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

17.5 When processing payments from a Member, Karta Payments (and/or third parties contracted by it) may retain and/or report to the competent authorities (when applicable) information relating to the Member and/or the respective transaction to comply with applicable legislation and certain regulatory controls, and prevention of money laundering activities.

## **18. Additional Clauses for Users that are Businesses**

The following paragraphs also apply if you are using the Payment Services as a representative ("**Representative**") acting on behalf a business, company or other legal entity (in such event, for purposes of the Payments Terms, "you" and "your" will refer and apply to that business, company or other legal entity).

18.1 You accept the Payment Terms and you will be responsible for any act or omission of employees or third-party agents using the Payment Service on your behalf.

18.2 You and your Representative individually affirm that you are authorized to provide the information described in Section 2.1 and Section 3.2 and your Representative has the authority to bind you to these Payments Terms. We may require you to provide additional information or documentation demonstrating your Representative's authority.

18.3 You represent and warrant to us that: (i) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this agreement, perform your obligations, and grant the rights, licenses, and authorizations in this agreement.

18.4 If you are using your Payment Method for the benefit of your employees or other authorized third-party in connection with Karta for Work, as permitted by your account, you authorize Karta Payments to charge your Payment Method for bookings requested by employees at your company or other permitted third-party.

18.5 For any Payout Method linked to your Karta account, you authorize Karta Payments to store the Payout Method, remit payments using the Payout Method for bookings associated with your Karta account and take any other action as permitted in the Payments Terms in respect of the Payout Method.

18.6 If you handle, store or otherwise process payment card information on behalf of anyone or any third-party, you agree to comply on an ongoing basis with applicable data privacy and security requirements under the current Payment Card Industry Data Security Standard with regards to the use, access, and storage of such credit card information. For additional information, including tools to help you assess your compliance, see <https://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

## 20. Contacting Karta Payments

You may contact Karta Payments regarding the Payment Services using the information below:

ENTITY	CONTACT INFORMATION
GRA Sp. z o.o.	Leborska 3B Gdansk, 80-386 Poland hello@karta.com

Karta Payments will provide a copy of these Payments Terms on request. If you have any questions about these Payments Terms, please email us.