

Terms of Service

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

Last Updated: January 11, 2021

Thank you for using Karta!

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

The Karta 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**”), and a variety of travel and other services (collectively, “**Host Services**,” and each Host Service offering, a “**Listing**”). You must register an account to access and use many features of the Karta Platform, and must keep your account information accurate. As the provider of the Karta Platform, Karta does not own, control, offer or manage any Listings or Host Services. Karta is not a party to the contracts concluded directly between Hosts and Guests, nor is Karta a real estate broker or insurer. Karta is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms of Service (“**Payment Terms**”).

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 external or Karta payment entities or (“**Karta Payments**”).

If you Host, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Host Services.

Guest Terms

1. Our Mission.

Our mission is to create a world where digital nomads, businessmen, or simply travelers can stay anywhere and are not tied down by borders. We feature tropical locations as well as snowy igloos and everything in between so that you can always find something new when you explore the world with Karta. Moreover, we offer a convenient feature to embed an accommodation switch during your stay, giving you even more options, and significantly reducing the cost, wherever you decide to travel with us.

2. Searching and Booking on Karta.

2.1 Searching. You can search for Host Services by using criteria like the type of Host Service, travel destination, travel dates, and number of guests. You can also use filters or sort your results to refine searches. 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.

2.2 Booking. When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like Karta's service fee, offline fees, taxes, and any other items identified during checkout (collectively, "**Total Price**"). You are also agreeing that Karta Payments may charge and collect any security deposit identified during checkout. When you receive the booking confirmation, a contract for Host Services (sometimes called a reservation in these Terms) is formed directly between you and the Host. The cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout form part of your contract with the Host. Be aware that some Hosts work with a co-host or as part of a team to provide their Host Services.

2.3 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) consistent with applicable law. If you stay past checkout, the Host has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

3. Cancellations, Travel Issues, Refunds and Booking Modifications.

3.1 Cancellations, Travel Issues, and Refunds. In general, if as a Guest 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 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 Travel Issue (as defined in our Guest Refund Policy), you may be eligible for rebooking assistance or a partial or full refund under the Guest Refund Policy. Different policies apply to certain categories of Listings, see each Policy for details about what is covered, and what refund applies in each situation.

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

4. Your Responsibilities and Assumption of Risk.

4.1 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, Experience or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) in the condition it was in when you

arrived, and (ii) 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.

4.2 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 Karta Platform and any Content (as defined in Section 10), including your stay at any Accommodation, 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

5. Hosting on Karta.

5.1 Host. As a Host, Karta offers you the opportunity 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.

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

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

6. Managing Your Listing.

6.1 Creating and Managing Your Listing. The Karta 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, security deposits, offline fees, and any rules or requirements that apply to your Guests or Listing. You are responsible for keeping your Listing information (including calendar availability) and content (like photos) up-to-date

and accurate at all times. We recommend that you obtain appropriate insurance for your Host Services and 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.

6.2 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.

6.3 Search Ranking. The ranking of Listings in search results on the Karta Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g. number of Guests, 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, age of the Listing, average Guest popularity),
- Guest booking experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences (e.g. previous trips, saved Listings, location from where the Guest is searching).

Search results may appear different on our mobile application than they appear on our website. Karta may allow Hosts to promote their Listings in search or elsewhere on the Karta Platform by paying an additional fee.

6.4 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 Karta 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 Karta Platform in violation of our Off-Platform Policy.

6.5 Hosting as a Team or Organization. If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host 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 Karta to transfer a portion of your payout to a co-host or other Hosts, or to 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.

6.6 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 Karta 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 Karta 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 Karta.

7. Cancellations, Travel Issues, and Booking Modifications.

7.1 Cancellations and Travel 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 Travel Issue (as defined by the Guest Refund Policy), (ii) an Extenuating Circumstance arises, or (iii) a reservation is cancelled 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 Karta exceeds your payout, Karta (via Karta Payments) may recover that amount from you, including by offsetting the refund against your future payouts. You agree that Karta's Guest 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. See each Policy for details about what is covered, and what your payout will be in each situation.

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

8. Taxes.

8.1 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**").

8.2 Collection and Remittance by Karta. In jurisdictions where Karta facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize Karta 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 Karta are identified to Members on their transaction records, as applicable. Karta 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 Karta 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.

8.3 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 Karta 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 by you, our Guests, and/or their organizations.

General Terms

9. 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 our Content Policy or Review Policy. Reviews are not verified by Karta for accuracy and may be incorrect or misleading.

10. Content.

Parts of the Karta Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant Karta a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy Policy describes how we use that personal information. Where Karta pays for the creation of Content or facilitates its creation, Karta 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 Karta 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 Karta may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Karta does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

11. Fees.

Karta may charge fees (and applicable Taxes) to Hosts and Guests for use of the Karta Platform. 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 Karta Platform, service fees are non-refundable. Karta 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 13.2.

12. Karta Platform Rules.

12.1 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.
 - Follow our Nondiscrimination Policy and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Karta 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 Karta Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Karta Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Karta Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Karta Platform.
- Only use the Karta 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 Karta Platform as authorized by these Terms.
 - Do not use the Karta Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
 - You may use Content made available through the Karta Platform solely as necessary to enable your use of the Karta 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 Karta 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 Karta.
- 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 Karta Platform, any Content, any Karta 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, 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 Karta or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Karta branding.
 - 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.

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

12.3 Copyright Notifications. If you believe that Content on the Karta Platform infringes copyrights, please notify us in accordance with our Copyright Policy.

13. Termination, Suspension and other Measures.

13.1 Term. The agreement between you and Karta reflected by these Terms is effective when you access the Karta Platform (for example to create an account) and 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. Karta may terminate this agreement and your account for any reason by

giving you 30 days' notice via email or using any other contact information you have provided for your account. Karta may also terminate this agreement immediately and without notice and stop providing access to the Karta Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Karta, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

13.3 Member Violations. If (i) you breach these Terms, our Policies, or our Standards, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Karta believes it is reasonably necessary to protect Karta, its Members, or third parties; Karta may, with or without prior notice:

- suspend or limit your access to or use of the Karta Platform and/or your account;
- suspend or remove 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 Karta determines in its sole discretion, you will be given notice of any intended measure by Karta 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 cancelled 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.

13.4 Legal Mandates. Karta 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 Karta 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 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 Karta Platform has been limited, or your Karta account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Karta Platform through an account of another Member.

13.6 Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 2 through 26.

14. Modification.

Karta may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Karta 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 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 Karta Platform will constitute acceptance of the revised Terms.

15. Resolving Complaints and Damage Claims.

If a Member provides evidence that another Member damaged their real or personal property ("**Damage Claim**"), the complaining Member can seek compensation through Customer Support. If the complaining Member escalates a Damage Claim to Karta, the other Member will be given an opportunity to respond. If the responding Member agrees to pay, or Karta determines in its sole discretion that they are responsible for the Damage Claim, Karta via Karta Payments can collect any sums required to cover the Damage Claim from the responding Member and/or against any security deposit. You agree that Karta may seek to recover from you under any insurance policies you maintain and that Karta may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information Karta 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. Karta's Role.

We offer 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 Karta, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that Karta has the right, but does not have any obligation, to monitor the use of the Karta 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 Karta 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 Karta administers its 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 Karta in good faith, and to provide Karta with such information and take such actions as may be reasonably requested by Karta with respect to any investigation undertaken by Karta regarding the use or abuse of the Karta Platform. Karta is not acting as an agent for any Member except for where Karta Payments acts as a collection agent as provided in the Payments Terms.

17. Member Accounts.

You must register an account to access and use many features of the Karta 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 Karta 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 register more than one account or 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 Karta 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.

18. Disclaimer of Warranties.

We provide the Karta 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 Karta 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 Karta 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 we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

19. Limitations on Liability.

Neither Karta (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Karta 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 Karta 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 Karta 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 Karta 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, in no event will Karta’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 Karta 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 Karta. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at Karta's option), indemnify, and hold Karta (including Karta 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 Policies or Standards, (ii) your improper use of the Karta 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.

21. Contracting Entities.

Based on your country of residence or establishment and what you are doing on the Karta Platform, Schedule 1 below sets out the Karta entity with whom you are contracting. If we identify through the Karta Platform, an Karta entity other than the one set out on Schedule 1 as being responsible for a product, feature or transaction, the Karta 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 Karta 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.

22. Governing Law and Venue.

These Terms will be interpreted in accordance with English Law, without regard to conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. 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.

23. Miscellaneous.

23.1 Other Terms Incorporated by Reference. Our Guest Refund Policy, Content Policy, Nondiscrimination Policy, Extenuating Circumstances Policy, Policies, Standards and other supplemental policies and terms linked to in these Terms apply to your use of the Karta Platform, are incorporated by reference, and form part of your agreement with Karta.

23.2 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 Karta and you pertaining to your access to or use of the Karta Platform and supersede any and all prior oral or written understandings or agreements between Karta and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Karta. If any provision of these 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. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”

23.3 No Waiver. Karta’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.

23.4 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Karta’s prior written consent. Karta 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 Karta via email, Karta 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 Karta’s obligations under Article 59 (1) of the Japanese Housing Accommodation Business Act.

26.6 Third-Party Services. The Karta Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. Karta 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 Karta 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 Karta Platform implement Google Maps/Earth mapping services, including Google Maps API(s) and Maptiler mapping services. Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service and MapTiler AG General Terms and Conditions.

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 Karta Platform Content. Content made available through the Karta Platform may be protected by copyright, trademark, and/or other laws of the United Kingdom, Poland, and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Karta 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 Karta 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, Karta 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 Karta Platform and accessible to you, solely for your personal and non-commercial use.

26.10 Force Majeure. Karta shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, 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.

26.11 Emails and SMS. You will receive administrative communications from us using the email address or other contact information you provide for your Karta 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 Karta 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

YOUR PLACE OF RESIDENCE OR ESTABLISHMENT:	YOUR ACTIVITY ON THE Karta PLATFORM:	Karta CONTRACTING ENTITY:	CONTACT INFORMATION:
All Jurisdictions	Booking or offering certain hotels or traditional accommodations, where GRA Sp. z o.o. is identified in the checkout or listing process.	GRA Sp. z o.o.	Leborska 3B Gdansk, 80-386 Poland hello@karta.com
	Booking or offering accommodations located in the United States for stays of 28 nights or more where GRA Sp. z o.o. is identified in the checkout or listing process.	GRA Sp. z o.o.	Leborska 3B Gdansk, 80-386 Poland hello@karta.com
	All other activities.	GRA Sp. z o.o.	Leborska 3B Gdansk, 80-386 Poland hello@karta.com