

**TERMS AND CONDITIONS YOUIN APP**  
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**THE FOLLOWING DOCUMENT.**

youin is a mobile application platform developed and owned by DGPI Global Ltd of which legal address is 8/2 Vassallo Building Nicolò Isouard Street, Malta, Mosta, VAT MT24724621.

Terms of Service

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the youin Platform, you agree to comply with and be bound by these Terms. Please read it carefully.

Last Updated: March 19, 2019

Thank you for using youin !

These Terms constitute a legally binding agreement ("Agreement") between you and youin (as defined below) governing your access to and use of the youin website, including any subdomains thereof, and any other websites through which youin makes its services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "youin Services"). The Site, Application and youin Services together are hereinafter collectively referred to as the "youin Platform".

Our collection and use of personal information in connection with your access to and use of the youin Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the youin Platform ("Payment Services") are provided to you by one or more youin Payments entities (individually and collectively, as appropriate, "youin Payments") as set out in the Payments Terms of Service ("Payments Terms").

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services (as defined below). For example, some cities have laws that restrict their ability to host paying guests for short periods or provide certain Host Services. In many cities, Hosts may have to register, get a permit or obtain a

license before providing certain Host Services (such as preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Host are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Host Services they offer. Certain types of Host Services may be prohibited altogether. Penalties may include fines or other enforcement. We provide some information in our Help Center to help you identify some of the obligations that apply to you. If you have questions about how local laws apply to your Listing(s) and Host Service(s) on youin , you should always seek legal guidance.

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### 1. Scope of youin Services

1.1 The youin Platform is an online marketplace that enables registered users (“Members”) and certain third parties who offer services (Members and third parties who offer services are “Hosts” and the services they offer are “Host Services”) to publish such Host Services on the youin Platform (“Listings”) and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are “Guests”). Host

Services may include the offering of vacation or other properties for use ("Accommodations"), single or multi-day activities in various categories ("Experiences"), access to unique events and locations ("Events"), and a variety of other travel and non-travel related services.

1.2 As the provider of the youin Platform, youin does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is youin an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their Listings and Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. youin is not and does not become a party to or other participant in any contractual relationship between Members, nor is youin a real estate broker or insurer. youin is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, youin has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. youin does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by youin about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to participate in an Experience or Event or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by youin of any Host or Listing.

1.4 If you choose to use the youin Platform as a Host or Co-Host (as defined below), your relationship with youin is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of youin for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of youin . youin does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge and agree that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.

1.5 To promote the youin Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. youin cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The youin

Platform may contain translations 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.

1.6 The youin Platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. youin is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by youin of such Third-Party Services.

1.7 Due to the nature of the Internet, youin cannot guarantee the continuous and uninterrupted availability and accessibility of the youin Platform. youin may restrict the availability of the youin Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the youin Platform. youin may improve, enhance and modify the youin Platform and introduce new youin Services from time to time.

## 2. Eligibility, Using the youin Platform, Member Verification

2.1 In order to access and use the youin Platform or register an youin Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.

2.2 youin may make access to and use of the youin Platform, or certain areas or features of the youin Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member’s booking and cancellation history.

2.3 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member’s identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.4 The access to or use of certain areas and features of the youin Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the youin Platform. If there

is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the youin Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.5 If you access or download the Application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. Some areas of the youin Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

### 3. Modification of these Terms

youin reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the youin Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the youin Platform will constitute acceptance of the revised Terms.

### 4. Account Registration

4.1 You must register an account ("youin Account") to access and use certain features of the youin Platform, such as publishing or booking a Listing. If you are registering an youin Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a youin Account using an email address and creating a password. You can connect your account with certain third-party social networking services, such as Facebook ("SNS Account") on your youin account. You have the ability to disable the connection between your youin Account and your SNS Account at any time, by accessing the "Settings" section of the youin Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your youin Account and public youin Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) youin Account unless youin authorizes you to do so. You may not assign or otherwise transfer your youin Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your youin Account credentials and may not disclose your credentials to any third party. You must immediately notify youin if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your youin Account. You are liable for any and all activities conducted through your youin Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 youin may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your youin Account. For example, we may enable Members to link their youin Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by youin to ask for your credentials, and you shall not request the credentials of another Member.

## 5. Content

5.1 youin may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the youin Platform ("Member Content"); and (ii) access and view Member Content and any content that youin itself makes available on or through the youin Platform, including proprietary youin content and any content licensed or authorized for use by or through youin from a third party ("youin Content" and together with Member Content, "Collective Content").

5.2 The youin Platform, youin Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the European Union and other countries. You acknowledge and agree that the youin Platform and youin Content, including all associated intellectual property rights, are the exclusive property of youin and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the youin Platform, youin Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of youin used on or in connection with the youin Platform and youin Content are trademarks or registered trademarks of youin in the European Union and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the youin Platform, youin Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the youin Platform or Collective Content, except to the extent you are the legal owner of certain Member

Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by youin or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, youin 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 any Collective Content made available on or through the youin Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the youin Platform, you grant to youin a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the youin Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, youin does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are responsible for ensuring that your Host Service is accurately represented in the uploaded Images.

5.7 You are solely responsible for all Member Content that you make available on or through the youin Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the youin Platform or you have all rights, licenses, consents and releases that are necessary to grant to youin the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or youin 's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates youin 's

Content Policy or any other youin policy. youin may, without prior notice, remove or disable access to any Member Content that youin finds to be in violation of applicable law, these Terms or youin 's then-current Policies or Standards, or otherwise may be harmful or objectionable to youin , its Members, third parties, or property.

5.9 youin respects copyright law and expects its Members to do the same. If you believe that any content on the youin Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

## 6. Service Fees

6.1 youin may charge fees to Hosts ("Host Fees") and/or Guests ("Guest Fees") (collectively, "Service Fees") in consideration for the use of the youin Platform. More information about when Service Fees apply and how they are calculated can be found on our Service Fees page.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Host or Guest prior to publishing or booking a Listing. youin reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to youin . The applicable Service Fees (including any applicable Taxes) are collected by youin Payments. youin Payments will deduct any Host Fees from the Listing Fee before remitting the payout to the Host. Any Guest Fees are included in the Total Fees collected by youin Payments. Except as otherwise provided on the youin Platform, Service Fees are non-refundable.

## 7. Terms specific for Hosts

### 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the youin Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by youin . You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) for your Listing ("Listing Fee"). Once a Guest requests a booking of your Listing, you cannot request that the Guest pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Host Services. youin reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.5 The placement and ranking of Listings in search results on the youin Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking. More information about the factors that determine how your Listing appears in the search results can be found on our help center.

7.1.6 When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes.

7.1.7 youin recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or participating in your Experience, Event or other Host Service.

## 7.2 Listing Accommodations

7.1 You represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest and any individuals the Guest invites to the Accommodation.

## 7.2 Listing Experiences, Events and other Host Services

Hosts who list Experiences, Events and Host Services agree to and are subject to the Additional Terms for Experience Hosts.

## 7.3 Co-Hosts

7.4.1 youin may enable Hosts to authorize other Members (“Co-Hosts”) to administer the Host’s Listing(s), and to bind the Host and take certain actions in relation to the Listing(s) as permitted by the Host, such as accepting booking requests, messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, “Co-Host Services”). Any agreement formed between Host and Co-Host may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Host Service(s). Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by youin . youin reserves the right, in our sole discretion, to limit the number of Co-Hosts a Host may invite for each Listing and to limit the number of Listings a Co-Host may manage.

7.4.2 Hosts should exercise due diligence and care when deciding who to add as a Co-Host to their Listing(s). Hosts remain solely responsible and liable for any and all Listings and Member Content published on the youin Platform, including any Listing created by a Co-Host on their behalf. Further, Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Host(s). Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Host and Co-Host are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Guests, and the provision of any Co-Host Services.

7.4.3 Unless agreed otherwise by Host and Co-Host, Host and Co-Host may terminate the Co-Host agreement at any time. In addition, both Host and Co-Host acknowledge that their Co-hosting relationship will terminate in the event that youin (i) terminates the Co-Host service or (ii) terminates either party’s participation in the Co-Host service. When the Co-Host agreement is terminated, the Host will remain responsible for all of the Co-Host’s actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination. When a Member is removed as a Co-Host, that Member will no longer have access to any Host or Guest information related to the applicable Host’s Listing(s).

7.4.4 As a Co-Host, you will not be reviewed by Guests, meaning that your Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Host. Instead, the Host of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co-Host’s conduct and performance). Hosts acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co-Host’s conduct and performance.

## 8. Terms specific for Guests

### 8.1 Terms applicable to all bookings

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by youin and/or the Host, you can book a Listing available on the youin Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your youin Account.

8.1.2 Upon receipt of a booking confirmation from youin , a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. youin Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

8.1.3 If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in an Experience, Event or other Host Service if accompanied by an adult who is responsible for them.

8.1.4 youin may enable a Guest who is booking a Listing on behalf of one or more additional guests (the "Organizer") to split the payment of the Total Fees for an eligible booking on a pro-rata basis between the Organizer and at least one other additional guest (each a "Co-Payer") (the "Group Payment Service"). In order to participate in the Group Payment Service, each Co-Payer must have or register an youin Account prior to making a payment. All payments via the Group Payment Service are handled by youin Payments and are subject to the Group Payment Terms of Service.

8.1.5 You agree to leave the event venue no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent ("Overstay"), you no longer have a license to stay in the event venue and the Host is entitled to make you leave in a manner consistent with applicable law.

### 8.3 Booking Experiences, Events and other Host Services

8.3.1 You should carefully review the description of any Experience, Event or other Host Service you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Host has specified in their Listing. At your sole discretion you may want to inform the Host of any medical or physical conditions, or other circumstances that may impact your and any additional guest's ability to

participate in any Experience, Event or other Host Service. In addition, certain laws, like the minimum legal drinking age in the location of the Experience, Event or other Host Service, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in an Experience, Event or other Host Service.

8.3.2 Before and during an Experience, Event or other Host Service you must at all times adhere to the Hosts' instructions.

8.3.3 You may not bring any additional individuals to an Experience, Event or other Host Service unless such an individual was added by you as an additional guest during the booking process on the youin Platform.

## 9. Booking Modifications, Cancellations and Refunds, Resolution Center

9.1 Hosts and Guests are responsible for any modifications to a booking that they make via the youin Platform or direct youin customer service to make ("Booking Modifications"), and agree to pay any additional Listing Fees, Host Fees or Guest Fees and/or Taxes associated with such Booking Modifications.

9.2 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, youin may allow the Guest to apply the refund to a new booking, in which case youin Payments will credit the amount against the Guest's subsequent booking at the Guest's direction. Further, youin may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, youin may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to youin's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behavior.

9.3 For Experiences, Events and other Host Services, if weather poses a safety risk to Guests, or if it prevents a Host from carrying out a Host Service that takes place primarily outdoors, Hosts may cancel the Host Service. Hosts may also cancel the Host Service if other conditions exist that would prevent the Host from offering the Host Service safely.

9.4 In certain circumstances, youin may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. This may be for reasons set forth in youin's Extenuating Circumstances Policy or (i) where youin believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to youin, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

## 10. Ratings and Reviews

10.1 Within a certain timeframe after completing a booking, Guests and Hosts can submit a star rating ("Rating") about each other. Ratings reflect the opinions of individual Members and do not reflect the opinion of youin . Ratings is not verified by youin for accuracy and may be incorrect or misleading.

10.2 Ratings by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings is subject to Section 5 and must comply with youin 's Content Policy and Extortion Policy.

10.3 Members are prohibited from manipulating the Ratings system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings are part of a Member's public profile and may also be surfaced elsewhere on the youin Platform together with other relevant information such as number of events, verified profile, and other information.

## 11. Damage to Accommodations, Disputes between Members

11.1 As a Guest, you are responsible for leaving the Event Venue (including any personal or other property located at the event venue) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the event venue, excluding the Host (and the individuals the Host invites to the event venue, if applicable).

11.2 If a Host claims and provides evidence that you as a Guest have damaged an Event Venue or any personal or other property at an Event venue ("Damage Claim"), the Host can seek payment from you through the Resolution Center. If a Host escalates a Damage Claim to youin , you will be given an opportunity to respond. If you agree to pay the Host, or youin determines in its sole discretion that you are responsible for the Damage Claim, youin via youin Payments will, after the end of the event, collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the Payments Terms. youin also reserves the right to otherwise collect payment from you and pursue any remedies available to youin in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts under the youin Host Guarantee.

11.3 Members agree to cooperate with and assist youin in good faith, and to provide youin with such information and take such actions as may be reasonably requested by youin , in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Event venue or any personal or other property located at an Event venue.

## 12. Rounding off

youin generally supports payment amounts that are payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where youin's third-party payment services provider does not support payments in the smaller unit supported by a given currency, youin may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, youin may round up an amount of \$101.50 to \$102.00.

### 13. Taxes

13.1 As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes and income taxes ("Taxes").

13.2 Tax regulations may require us to collect appropriate Tax information from Hosts, or to withhold Taxes from payouts to Hosts, or both. If a Host fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("Tax Authority") where your Event venue is located may require Taxes to be collected from Guests or Hosts on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Hosts, a set amount per day, or other variations.

### 14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the youin Platform. In connection with your use of the youin Platform, you will not and will not assist or enable others to:

breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;  
use the youin Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies youin endorsement, partnership or otherwise misleads others as to your affiliation with youin ;  
copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the youin Platform in any way that is inconsistent with youin's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;

use the youin Platform in connection with the distribution of unsolicited commercial messages ("spam"); unless youin explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself; use the youin Platform to request, make or accept a booking independent of the youin Platform, to circumvent any Service Fees or for any other reason; request, accept or make any payment for Listing Fees outside of the youin Platform or youin Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold youin harmless from any liability for such payment;

discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior; misuse or abuse any Listings or services associated with the youin as determined by youin in its sole discretion.

use, display, mirror or frame the youin Platform or Collective Content, or any individual element within the youin Platform, youin 's name, any youin trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the youin Platform, without youin 's express written consent;

dilute, tarnish or otherwise harm the youin brand in any way, including through unauthorized use of Collective Content, registering and/or using youin or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to youin domains, trademarks, taglines, promotional campaigns or Collective Content;

use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the youin Platform for any purpose; avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by youin or any of youin 's providers or any other third party to protect the youin Platform;

attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the youin Platform;

take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the youin Platform;

export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or

violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that youin has no obligation to monitor the access to or use of the youin Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the youin Platform (including without limitation 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) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist youin in good faith, and to provide youin with such information and take such actions as may be reasonably

requested by youin with respect to any investigation undertaken by youin or a representative of youin regarding the use or abuse of the youin Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to youin by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## 15. Term and Termination, Suspension and other Measures

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or youin terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your youin Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your youin Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 Without limiting our rights specified below, youin may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 youin may immediately, without notice, terminate this Agreement and/or stop providing access to the youin Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) youin believes in good faith that such action is reasonably necessary to protect the personal safety or property of youin, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, youin may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the youin Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or youin otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to

respond to booking requests without a valid reason, or (vii) youin believes in good faith that such action is reasonably necessary to protect the personal safety or property of youin , its Members, or third parties, or to prevent fraud or other illegal activity: refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content; cancel any pending or confirmed bookings; limit your access to or use of the youin Platform; temporarily or permanently revoke any special status associated with your youin Account; temporarily or in case of severe or repeated offenses permanently suspend your youin Account and stop providing access to the youin Platform. In case of non-material breaches and where appropriate, you will be given notice of any intended measure by youin and an opportunity to resolve the issue to youin 's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, the host will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your youin Account or any of your Member Content. If your access to or use of the youin Platform has been limited or your youin Account has been suspended or this Agreement has been terminated by us, you may not register a new youin Account or access and use the youin Platform through an youin Account of another Member.

15.8 Sections 5 and 16 to 22 of these Terms shall survive any termination or expiration of this Agreement.

## 16. Disclaimers

If you choose to use the youin Platform or Collective Content, you do so voluntarily and at your sole risk. The youin Platform and Collective Content is provided “as is”, without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the youin Services, laws, rules, or regulations that may be applicable to your Listings and/or Host Services you are receiving and that you are not relying upon any statement of law or fact made by youin relating to a Listing.

If we choose to conduct identity verification or background checks 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.

You agree that some Experiences, Events, other Host Services may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some 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. You assume full responsibility for the choices you make before, during and after your participation in a Host Service. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Host Service and to the maximum extent permitted by law, you agree to release and hold harmless youin from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Host Service or in any way related to your Host Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## 17. Liability

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 youin Platform and Collective Content, your publishing or booking of any Listing via the youin Platform, your stay at any Accommodation, participation in any Experience or Event or use of any other Host Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither youin nor any other party involved in creating, producing, or delivering the youin Platform or Collective 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) from the use of or inability to use the youin Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the youin Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not youin 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.

## 18. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at youin's option), indemnify, and hold youin and its affiliates and subsidiaries, including but not limited to, youin Payments, 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 Terms or our Policies or Standards, (ii) your improper use of the youin Platform

or any youin Services, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience, Event or other Host Service, participation in the Group Payment 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) youin 's Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

## 19. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the EEA; or (ii) your country of residence or establishment is not in the EEA, but bring any claim against youin in the EEA (to the extent not in conflict with Section 21).

19.2 Agreement to Arbitrate. You and youin mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the youin Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and youin agree that the arbitrator will decide that issue.

19.3 Exceptions to Arbitration Agreement. You and youin each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

19.4 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

19.5 Jury Trial Waiver. You and youin acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

19.6 No Class Actions or Representative Proceedings. You and youin acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and youin both otherwise agree in writing, the arbitrator may not consolidate more

than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and youin agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

19.7 Severability. Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

19.8 Changes. Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if youin changes this Section 19 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of youin's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and youin (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and youin .

19.9 Survival. Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the youin Platform or terminate your youin Account.

## 20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the youin Platform ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the youin Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 21. Applicable Law and Jurisdiction

21.1 If your country of residence or establishment is the EEA, these Terms will be interpreted in accordance with the laws of Republic of Malta and the EEA, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the

Arbitration Agreement in Section 19 must be brought in the court in of the Republic of Malta,, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in the Republic of Malta.

## 22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between youin and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between youin and you in relation to the access to and use of the youin Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and youin as a result of this Agreement or your use of the youin Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 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.

22.5 youin '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.

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

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by youin via email, youin Platform notification, or messaging service (including SMS and WeChat).

22.8 If you have any questions about these Terms please email us:

[youin.official@gmail.com](mailto:youin.official@gmail.com)

[admin@dgpiglobal.com](mailto:admin@dgpiglobal.com)