

# Terms of Service for European Users

As a consumer you can access the European Commission's online dispute resolution platform here: <https://ec.europa.eu/consumers/odr>. Please note that Airbnb is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

**Section 24 of these Terms contains an arbitration agreement and class action waiver that applies to all claims brought against Airbnb in the United States. Please read them carefully.**

Last Updated: October 30, 2020

Thank you for using Airbnb!

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

The Airbnb Platform offers an online venue that enables users ("**Members**") to publish, offer, search for, and book services. Members who publish and offer services are "**Hosts**" and Members who search for, book, or use services are "**Guests**." Hosts offer accommodations ("**Accommodations**"), activities, excursions and events ("**Experiences**"), and a variety of travel and other services (collectively, "**Host Services**," and each Host Service offering, a "**Listing**"). You must register an account to access and use many features of the Airbnb Platform, and must keep your account information accurate. As the provider of the Airbnb Platform, Airbnb does not own, control, offer or manage any Listings or Host Services. Airbnb is not a party to the contracts concluded directly between Hosts and Guests, nor is Airbnb a real estate broker, insurer or an organiser or retailer of travel packages under Directive (EU) 2015/2302. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms of Service](#) ("**Payment Terms**"). To learn more about Airbnb's role see Section 16.

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

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# Guest Terms

## **1. Our Mission.**

Our mission is to create a world where you can belong anywhere. From cabins to castles to cooking classes, browse through millions of Listings to find the ones that fit the way you like to travel. Learn more about a Listing by reviewing the description and photos, the Host profile, and past Guest reviews. If you have questions, just message the Host.

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

**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 to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, Reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more. Learn more about search results in our [Help Center](#).

**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 [Airbnb's service fee](#), [offline fees](#), [taxes](#) and any other items identified during checkout (collectively, "**Total Price**"). You are also agreeing that Airbnb 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.

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

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

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

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

### **4. Your Responsibilities.**

**You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Accommodation or Experience. 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.**

# Host Terms

## 5. Hosting on Airbnb.

**5.1 Host.** As a Host, Airbnb 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 Airbnb Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like [Airbnb's service fee](#) (and applicable [taxes](#)) for each booking. Airbnb Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms or conditions that you include in any supplement contract with Guests must: (i) be consistent with these Terms, our [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 Airbnb is that of an independent individual or entity and not an employee, agent, joint venturer or partner of Airbnb, except that Airbnb Payments acts as a payment collection agent as described in the Payments Terms. Airbnb does not direct or control your Host Service and you understand that you have complete discretion whether and when to provide Host Services and at what price and on what terms to offer them.

## 6. Managing Your Listing.

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

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

**6.4 Your Responsibilities.** You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Airbnb Platform except those expressly authorized by our [Offline Fee Policy](#). Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Airbnb Platform in violation of our [Off-Platform Policy](#).

**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 Airbnb to transfer a portion of your payout to a co-host or other Hosts, or send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## **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 Airbnb exceeds your payout, Airbnb (via Airbnb Payments) may recover that amount from you, including by offsetting the refund against your future payouts. You agree that Airbnb'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. If you Host an Experience please note that the [Experience Cancellation Policy](#), [Experiences Guest Refund Policy](#) and different [cancellation fees and consequences](#) apply to your reservations. See each [Policy](#) for details about what is covered, and what your payout will be in each situation. You may appeal a decision by Airbnb by contacting our [customer service](#).

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

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

**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 Airbnb may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Services to facilitate accurate tax reporting by our Guests and 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 Airbnb for accuracy and may be incorrect or misleading.

### 10. Content.

Parts of the Airbnb Platform enable you to provide feedback, text, photos, audio, video, information and other content ("**Content**"). By providing Content, in whatever form and through whatever means, you grant Airbnb a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the Airbnb Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our



[Privacy Policy](#). Where Airbnb pays for the creation of Content or facilitates its creation, Airbnb may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Airbnb the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with our [Content Policy](#) and [Nondiscrimination Policy](#), which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent and illegal content. You agree that Airbnb may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Airbnb does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

## **11. Fees.**

Airbnb may charge fees (and applicable Taxes) to Hosts and Guests for use of the Airbnb 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 Airbnb Platform, service fees are non-refundable. Airbnb reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 13.2.

## **12. Airbnb 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 Airbnb Platform
  - Do not use bots, crawlers, scrapers or other automated means to access or collect data or other content from or otherwise interact with the Airbnb Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Airbnb Platform or Content.
  - Do not decipher, decompile, disassemble or reverse engineer any of the software or hardware used to provide the Airbnb Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the Airbnb Platform.

- Only use the Airbnb Platform as authorized by these Terms or another agreement with us
  - You may only use another Member's personal information as necessary to facilitate a transaction using the Airbnb Platform as authorized by these Terms.
  - Do not use the Airbnb Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
  - You may use Content made available through the Airbnb Platform solely as necessary to enable your use of the Airbnb Platform as a Guest or Host.
  - Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
  - Do not request, make or accept a booking or any payment outside of the Airbnb Platform to avoid paying fees, taxes or for any other reason. See our [Offline Fee Policy](#) for exceptions.
  - Do not require or encourage Guests to open an account, leave a review, or otherwise interact, with a third party website, application or service before, during or after a reservation, unless authorized by Airbnb.
  - Do not engage in any practices that are intended to manipulate our search algorithm.
  - Do not book Host Services unless you are actually using the Host Services.
  - Do not use, copy, display, mirror or frame the Airbnb Platform, any Content, any Airbnb branding, or any page layout or design without our consent.
- Honor your legal obligations
  - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
  - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our [Privacy Policy](#).
  - Read and follow our Terms, [Policies](#) and [Standards](#).
  - Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your reservation that violates our [rules for parties and events](#), as incorporated by reference herein.
  - Do not use the name, logo, branding, or trademarks of Airbnb or others without permission.
  - 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 Airbnb 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 Airbnb. In addition, if you believe that a Member, Listing or Content has violated our [Standards](#), you should report your concerns to Airbnb. If you reported an issue to local

authorities, Airbnb may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

**12.3 Copyright Notifications.** If you believe that Content on the Airbnb 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 Airbnb reflected by these Terms remains in effect until either you or we terminate the agreement in accordance with these Terms.

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

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

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

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

**13.4 Legal Mandates.** Airbnb may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, including the measures described above in Section 13.3.

**13.5 Effect of Termination.** If you are a Host and terminate your Airbnb account, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Airbnb Platform has been limited, or your Airbnb account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Airbnb Platform through an account of another Member.

**13.6 Appeal.** If Airbnb takes any of the measures described in this Section 13 you may appeal such a decision by contacting our [customer service](#).

#### **14. Modification of these Terms.**

Airbnb may modify these Terms at any time. When we make changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the proposed changes 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 immediately as provided in these Terms. 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 Airbnb Platform will constitute acceptance of the revised Terms.

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

If a Member provides evidence that another Member has culpably damaged their real or personal property ("**Damage Claim**"), the complaining Member can seek compensation through the [Resolution Center](#). If the complaining Member escalates a Damage Claim to Airbnb, the other Member will be given an opportunity to respond. If the responding Member agrees to pay, or Airbnb determines under consideration of any applicable statutory rules on the burden of proof that they are responsible for the Damage Claim, Airbnb via Airbnb Payments can collect any sums required to cover the Damage Claim from the responding Member and/or against any security deposit. Airbnb may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information Airbnb requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services. You may appeal a decision by Airbnb by contacting our [customer service](#). Any decisions made by Airbnb in relation to a Damage Claim do not affect your contractual and statutory rights. Your right to take legal action before a court of law remains unaffected.

#### **16. Airbnb's Role.**

We offer a platform that enables Members to publish, offer, search for, and book Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members. Airbnb is not acting as an agent for any Member except for where Airbnb Payments acts as a collection agent as provided in the Payments Terms. While we work hard to ensure our Members have great experiences using Airbnb, we do not and cannot control the conduct or performance of Guests and Hosts and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services or (ii) the truth or accuracy of any Listing descriptions, Reviews, or other Content provided by Members. You acknowledge that Airbnb has no general obligation to monitor the use of the Airbnb Platform and verify information provided by our Members, but has the right to review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Airbnb Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Member Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Where we remove or disable Content, we will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal such a decision by contacting our [customer service](#). Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb regarding the use or abuse of the Airbnb Platform.

## **17. Member Accounts.**

You must register an account to access and use many features of the Airbnb Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Airbnb Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not 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 must immediately notify Airbnb if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials). If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources

and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

#### **18. Disclaimer.**

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

#### **19. Liability.**

Airbnb is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. For any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents Airbnb's liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Airbnb in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract. Any additional liability of Airbnb is excluded.

#### **20. Indemnification.**

**To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb (including Airbnb Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our [Policies](#) or [Standards](#), (ii) your improper use of the Airbnb Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience or other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims,**

**liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.**

## **21. Contracting Entities.**

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

## **22. Applicable law and Jurisdiction.**

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

## **23. Miscellaneous.**

**23.1 Other Terms Incorporated by Reference.** Our [Host Guarantee Terms](#), [Japan Host Insurance Terms](#), [Guest Refund Policy](#), [Experiences 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 Airbnb Platform, are incorporated by reference, and form part of your agreement with Airbnb.

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



**23.3 No Waiver.** Airbnb's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

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

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

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

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

**23.8 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](#).

**23.9 Airbnb Platform Content.** Content made available through the Airbnb Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Airbnb and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Airbnb Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Airbnb grants you a limited,



non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

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

**23.11 Force Majeure.** Airbnb 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, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

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

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

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

**24.1 Application.** This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Airbnb in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 24 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

**24.2 Overview of Dispute Resolution Process.** Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 24 applies: (1) an informal negotiation directly with Airbnb's customer service team (described in paragraph 24.3, below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("**AAA**"). You and Airbnb each retain the right to seek relief in small claims court as an alternative to arbitration.

**24.3 Mandatory Pre-Arbitration Dispute Resolution and Notification.** At least 30 days prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Airbnb by mailing it to Airbnb's agent for service: **CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833**. Airbnb will send its notice of dispute to the email address associated with your Airbnb account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at [www.adr.org](http://www.adr.org)).

**24.4 Agreement to Arbitrate.** You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Airbnb Platform, Host Services, or any Content (collectively, "Disputes") will be settled by binding 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 Airbnb agree that the arbitrator will decide that issue.**

**24.5 Exceptions to Arbitration Agreement.** You and Airbnb each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22 of the Terms of Service for Non-European Users): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and Airbnb agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

**24.6 Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org). In order to initiate arbitration, a completed written demand (available at [www.adr.org](http://www.adr.org)) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

**24.7 Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Airbnb agrees that any required arbitration hearing may be conducted,

at your option: (a) in the U.S. county where you reside; (b) in San Francisco County; (c) via phone or video conference; or (d) if all parties agree, by solely the submission of documents to the arbitrator.

**24.8 Modification of AAA Rules - Attorney's Fees and Costs.** Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Airbnb will pay all arbitration fees and expenses. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

**24.9 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 any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

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

**24.11 No Class Actions or Representative Proceedings.** You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

**24.12 Severability.** Except as provided in Section 24.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

**24.13 Changes to Agreement to Arbitrate.** If Airbnb changes this Section 24 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may

reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

**24.14 Survival.** Except as provided in Section 24.12, and subject to Section 13.6 of the Terms of Service for Non-European Users this Section 24 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## Additional Terms Applicable to Business Users

If you are a **Business User** as defined in Section 25 of these Terms, the following additional terms will apply to you:

### **25. Business Users.**

You are a **“Business User”** for the purposes of these Terms if (i) your place of residence or establishment is within the EEA or the United Kingdom, (ii) you fully meet the definition of a ‘business user’ outlined in Article 2 (1) of [Regulation \(EU\) 2019/1150 on promoting fairness and transparency for business users of online intermediation services](#) (**“Platform to Business Regulation”**), and (iii) you have notified Airbnb that you are a Business User by adding your business details to your Airbnb account. You are responsible for keeping your business details accurate and up to date.

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

In case we take any of the measures according to Section 13.2 and 13.3, you will be given the opportunity to clarify the facts and circumstances leading to such a measure in the framework of our internal complaint-handling process as described in Section 27.

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

We want to be transparent about how we handle complaints and aim to treat all Business Users fairly. Our [Help Center](#) explains how you can access our internal complaint-handling system and what you can expect as a Business User when you make a complaint in relation to issues falling under the remit of Article 11 (1) of the Platform to Business Regulation. It also sets out the details of the mediation service that you can use in the event that such a complaint is not resolved.

### **28. Access to Data.**

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

**29. Additional Distribution Channels.**

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

**Schedule 1 - Contracting Entities**

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

	Booking or offering accommodations located in the United States for stays of 28 nights or more where Airbnb Stays, Inc. is identified in the checkout or listing process.	Airbnb Stays, Inc.	888 Brannan Street, San Francisco, CA 94103, United States
	All other activities.	Airbnb Ireland UC	8 Hanover Quay, Dublin 2, Ireland