

Payer Terms of Use - English

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YAPSTONE INTERNATIONAL LIMITED PAYER TERMS

1. About YapStone.

This YapStone International Limited Payer Terms (“**Agreement**”) describes the terms and conditions that apply to Your (“**You**”, or “**Your**”, “**Yourself**”) use of services offered by YapStone International Limited, a limited liability company incorporated under the laws of Ireland (trading as HolidayRentPayment) located at M1 Retail Park, Office Unit 7, Second Floor

Drogheda, Co Louth, Ireland (collective “**YapStone**”). YapStone provides a technology platform that allows Your landlord, property management company, vacation rental provider, internet marketplace, or other payee (“**Payee**”) who provides You goods or services (“**Payee Services**”) to electronically receive payment due from You for goods or services the Payee provides or provided to You (“**Amount(s) Due**”). You are a User (as defined below). The Amount Due and the associated Payee Services are governed by the contract between You and the Payee. We provide payment-processing services (the “**Service(s)**”) as described more fully below.

2. Consent to Terms.

By using the Services, providing Your information to YapStone, or authorizing payment(s) described below, You agree to be bound by: (i) this Agreement, (ii) YapStone’s Website Terms of Use available at: www.YapStone.com/terms-of-use/, and (iii) YapStone’s Privacy Policy available at: <http://www.YapStone.com/privacy-policy-international> (collectively, “**Terms**”). You should read through all of the Terms carefully. The Terms constitute a legally binding agreement between You and YapStone.

The terms of this Agreement are effective as of the date that You used the Services (the “**Effective Date**”). If You used the Services on behalf of a business, You represent and warrant that You can enter into this Agreement with YapStone on behalf of that business, that You accept the terms and conditions contained herein on behalf of that business, and that You have received a copy of the Agreement.

3. The Services.

3.1 Description of the Services.

YapStone currently provides access to an electronic payments platform for: (i) rental property owners and rental property managers (collectively, “**Rent Payees**”) who wish to engage YapStone as their agent for accepting payments from their renters (“**Rent Users**”); (ii) individuals wishing to make an electronic payment (the “**Participating Users**”) to a Payee; and (iii) for other legal entities (“**Participating Payee**”) who wish

to engage YapStone as its payment processor for accepting payments from the Participating Payee's users ("**Payer Users**") for goods and services that it directly or indirectly provides the Payer User. Unless specified, all references to "**User(s)**" in this Agreement shall include Rent Users, Participating Users, and Payer Users. Unless specified, "**Payee**" includes Rent Payees and Participating Payees.

The Services enable Users to pay Amounts Due to Payees and may include the use of a credit/debit card and other payment methods that YapStone may offer from time to time ("**Payment Instrument**") through the YapStone websites (including, without limitation, www.YapStone.com, www.holidayrentpayment.eu, or any other website operated by YapStone or its affiliates, and any subdomain of any such websites), mobile application, or API (the "**Website**"), phone payments via YapStone's call center, and/or other channels that YapStone may offer from time to time. The Services may be provided by YapStone in conjunction with its third-party service providers. You acknowledge and agree that: (i) Your payment is for a transaction between You and a Payee and not with YapStone or any of YapStone's affiliates; and, (ii) in any given transaction, YapStone is a third-party payment facilitator operating on behalf of either You or a Payee, but not on behalf of both You and the Payee in the same transaction. That is, where Yapstone acts in the capacity of agent for the receipt of a payment on behalf of a Payee (thus concluding your payment transaction with the Payee), it is not acting on Your behalf, as your agent for the sending of the payment. If YapStone acts in the capacity of agent in sending of money on Your behalf, it is not acting on the Payee's behalf. At no time, and in relation to any given transaction will YapStone act simultaneously as Your agent and as agent of the Payee.

When YapStone acts as the Agent of the Rent Payee or Participating Payee, and You are a Rent User or Payer User, the payment is deemed made to the Payee when Yapstone receives Your payment, thus extinguishing Your payment obligation to the Payee in the amount of the payment. At that point, the payment transaction between You and the Payee is consummated; and, the Payee shall have no recourse against You. YapStone's contract with the Payee establishes YapStone's obligation to remit the funds to Your Payee. The provision of Payee Services is solely a matter between You and the Payee; and YapStone has no responsibility or liability to You with regard to the provision of the Payee Services.

You will receive a confirmation from YapStone acknowledging the processing of Your payment.

3.2 Availability of Services.

You acknowledge that, if Your access to the Services is contingent upon an agreement between YapStone and a Rent Payee or Participating Payee, then the applicable Rent Payee or Participating Payee may limit or terminate Your access to Services; and, if YapStone's agreement with such Rent Payee or Participating Payee is terminated, YapStone may immediately terminate Your ability to use the Services. You acknowledge that, where YapStone acts as the agent of the Payee, YapStone has the right to decline acceptance of Your payment or deny making services available to You, thus prohibiting the conclusion of Your transaction with the Payee.

3.3 Modification of Services.

You acknowledge that YapStone has the right to change the content or technical specifications of any aspect of the Services at any time at YapStone's sole discretion; provided that YapStone will provide You with thirty (30) days' notice of any modification that would significantly adversely affect Your use of the Services. You acknowledge that such modifications may result in Your being unable to access the Services. If You do not accept the modified terms, You should immediately cease using the Services. Your continued use of the Services after the thirty (30) notice period shall constitute acceptance of the modified terms.

4. YapStone Fees.

4.1 Fees. If YapStone is charging You a fee to use the Services, YapStone will disclose the fee to You prior to processing Your payment ("**Fees**"). YapStone reserves the right to modify its fees at any time, provided that no modification will be retroactively effective. If You have scheduled automatic payments ("**AutoPay**") and the associated fee amount is changed, You will be directly or indirectly notified of this fee change in advance.

4.2 Collection Actions. Notwithstanding anything else herein, if You fail to pay YapStone any amounts owed to YapStone under this Agreement, YapStone reserves the right, on its own or through a third party collection agency, and without limiting YapStone's remedies under section 12.1, to initiate a collection action against You to recover such funds. YapStone, from time to time, may charge interest on unpaid sums that are at least thirty (30) days past due at the annualized rate of ten percent (10%), or the maximum rate permitted by applicable law, from time to time. Interest will be calculated on a daily basis from the due date until the sum due has been paid in full. In such event, You agree to pay all costs and expenses, including without limitation, reasonable attorneys' fees and other expenses, incurred by or on behalf of YapStone in connection with the collection action.

5. Consent and Authorization to Use Payment Instrument.

You represent and warrant that You have the legal right and authority to utilize Your Payment Instrument and authorize YapStone to debit such Payment Instrument in accordance with this Agreement.

You hereby authorize the charge to Your Payment Instrument, in the amount You authorized YapStone through the Services, which may include fees owed to Your Payee(s) any relevant taxes YapStone is obligated to collect on behalf of a governmental agency, and any fees owed to YapStone. You also authorize the crediting or debiting of Your Payment Instrument by YapStone in connection with any fees owed to YapStone, chargebacks, refunds, or adjustments made through the Service. You agree to sign and submit a direct debit mandate form (or other applicable bank form) to allow YapStone to debit Your bank account for fees and amounts You owe YapStone.

6. Your Information; Privacy.

6.1 Your Information. In order to use and continue to use the Service, You agree to: (i) upon request, provide information and/or documents about Yourself that is true, accurate, current, and complete; and, (ii) where applicable, advise YapStone of updates to Your information to keep it true, accurate, current and complete. You certify that all information You provide to YapStone is true, accurate, current, and complete, and acknowledge that YapStone is relying on that certification as a condition of providing You with the Services. If You provide information that is untrue, inaccurate, not current or incomplete, or if YapStone has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YapStone reserves the right to suspend or terminate Your access to the Service and to hold any funds that You submitted through the Services. You may not and agree not to use the Service for any illegal purpose or in any manner inconsistent with this Agreement. By using the Services, You also represent that You are at least eighteen (18) years old.

6.2 Privacy Policy. You understand and agree that any information You provide to YapStone (including Your personal and financial information) is subject to YapStone's Privacy Policy, available at: www.YapStone.com/privacy-policy-international/. By agreeing to this Agreement, You hereby agree to such Privacy Policy, which may be updated from time to time.

6.3 Personal Data. YapStone may use Your personal data in a manner set out in YapStone's Privacy Policy, or as required by applicable law, and as further described in this Agreement. YapStone processes Your personal data in order to provide the Services. If you do not provide Your personal data, YapStone will not be able to provide the Services. Please note that the information You provide to YapStone in using the Service or the Website will be transferred outside the European Economic Area ("**EEA**") for the purposes of processing by YapStone or its affiliates in the United States for the purposes specified in the Privacy Policy, including verifying Your identity, Your location or payment information in connection with YapStone's Services or those of its Users or Payees, or in order to comply with YapStone's legal and regulatory obligations, as well as for group administration and management purposes. The jurisdiction to which your data may be transferred may not have laws that provide the same level of protection for your personal data as in Ireland. YapStone will, however, put in arrangements to keep your personal data safe and secure. Such arrangements will include, where the recipient is based in the United States, YapStone adheres to the principles of the US-EU Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from EEA member countries. YapStone, through its parent company, YapStone Holdings, Inc., has certified that it adheres to the Privacy Shield Program. Where the recipient is located in any other jurisdiction outside of the EEA, YapStone will put in place EU approved model contracts with the recipient of the personal data. For more information on transfers of personal data, please <http://www.YapStone.com/legal/privacy-shield/>.

If YapStone decides to change its Privacy Policy, it will post those changes on its Website so that You are aware of what information YapStone collects, how it uses

such information, and under what circumstances YapStone may disclose the information. You should check YapStone's Website frequently for any changes.

6.4 Email Communications. To provide YapStone Services, YapStone must send You administrative emails.

7. Payment Cancellation, Credit, Chargebacks, and Refunds.

For payments You believe were improperly processed, YapStone may, in accordance with applicable law, void, rescind, or issue a credit for Your payment made through the Service at any time prior to YapStone making the payment to a Payee. **If a payment dispute arises after payment is made by YapStone to a Payee, the responsibility to settle the payment dispute rests with You and the Payee. You agree and acknowledge that upon Your request, YapStone, in its sole discretion, may cancel a payment made through the Services.**

8. Password and Security.

You may be asked to create an account with YapStone to access the Services ("**Account**"). In that case, You will create a password when completing the Account creation process. You are solely responsible for maintaining the confidentiality of Your password, restricting access to Your Account, and are fully responsible for all activities occurring on Your Account. You agree to notify YapStone immediately if You notice unauthorized use of Your password, unauthorized access to Your Account, unauthorized access to Your information, or any other breach of security. You agree that YapStone is not liable for any damage or loss arising from Your failure to comply with this section.

9. Service Cancellation.

Either You or YapStone may cancel Your access to the Services at any time. You may cancel the Services by sending an e-mail to customerservice@holidayrentpayment.co.uk to: (i) request deactivation of Your Account; (ii) access to the Services; (iii) and/or cancel any future AutoPay. You will remain liable for all outstanding payments and fees due to YapStone at the time of cancellation, as well as any fees or amounts related to transactions that are initiated prior to cancellation.

10. Liability and Indemnification.

10.1 Your Liability. You shall be liable to YapStone, its parent companies and subsidiaries, and the directors, officers, employees, and agents of each ("**YapStone Parties**") for any and all Claims (as defined below) arising out of or in connection with (i) Your misuse of the Payee Services, Services, or Website; (ii) any breach (or, as to defense obligations only, any alleged breach) of this Agreement by You or any breach of Your representations, warranties, or obligations set forth in this Agreement; or (iii) Your negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, violation of

card network rules, or infringement of the rights of any person or entity. YapStone shall provide prompt written notice to You of any such Claims.

10.2 YapStone Liability. YapStone shall be liable to You and Your parent companies and subsidiaries, and the directors, officers, employees, and agents of each (“*Your Parties*”), if any, for any and all Claims (as defined below) arising out of or in connection with (i) any breach (or, as to defense obligations only, any alleged breach) of this Agreement by YapStone; or (ii) YapStone’s negligence, fraud, misrepresentation, willful misconduct, violation of applicable law, or infringement of the rights of any person or entity.

10.3 Indemnification Process. The party seeking indemnification pursuant to this Section 10 (the “*Indemnitee*”) shall: (a) promptly notify the other party (the “*Indemnitor*”) in writing of the Claim for which indemnification is sought, but in no event longer than five (5) business days of the Indemnitee’s knowledge of the Claim; (b) make all reasonable efforts to provide Indemnitor with all information and material in Indemnitee’s possession regarding the Claim; (c) furnish to Indemnitor such assistance as Indemnitor may reasonably request in connection with the investigation, settlement and defense of the Claim; and (d) grant Indemnitor sole control over the defense and settlement of the Claim. Within ten (10) days of Indemnitor’s receipt of the notice of the Claim or demand, Indemnitor shall notify the Indemnitee as to whether Indemnitor is assuming the entire control (subject to this Section) of the defense, compromise or settlement of the matter, including the counsel that Indemnitor has selected. The Indemnitor shall institute and maintain any such defense diligently and reasonably and shall keep the Indemnitee fully advised as to the status thereof. Further, Indemnitor shall not dispose of or settle any such Claim in Indemnitee’s name or in any manner which may adversely affect Indemnitee’s rights or interests (which includes, without limitation, any settlement that imposes pecuniary or other liability or an admission of fault or guilt on the Indemnitee or would require the Indemnitee to be bound by an injunction of any kind) without Indemnitee’s prior written consent, which consent shall not be unreasonably withheld or delayed. Indemnitee shall not be liable hereunder for any settlement entered into without its prior written consent (which consent shall not be unreasonably withheld or delayed).

10.4 Definition of “Claim”. “*Claim*” means an action, allegation, assessment, cause of action, cease and desist letter, charge, citation, claim, demand, directive, fine, lawsuit or other litigation or proceeding, or notice issued or submitted by, from or on behalf of a third party, including any governmental agency, and all resulting judgments, bona fide settlements, penalties, damages (including consequential, indirect, special, incidental or punitive damages), losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys’ fees, expenses and costs) incurred in connection therewith.

11. Disclaimers and Limitation of Liability.

11.1 Disclaimers. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT: (i) THE SERVICES, WEBSITES, AND ALL CONTENT, SOFTWARE, MATERIALS AND OTHER INFORMATION PROVIDED BY YAPSTONE OR OTHERWISE ACCESSIBLE TO YOU IN CONNECTION WITH THIS

AGREEMENT OR THE SERVICES, ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND (ii) YAPSTONE AND ITS RESPECTIVE AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OF ANY KIND (AND DISCLAIM ALL WARRANTIES OF ANY KIND) WITH RESPECT TO THE FOREGOING, WHETHER EXPRESS, STATUTORY OR IMPLIED, AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, YAPSTONE MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YAPSTONE MAKES NO WARRANTY REGARDING THE QUALITY OF THE PAYMENT SERVICES.

11.2 World Wide Web Usage. YapStone and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web, the internet and other globally linked computer networks, or the web sites established thereon including the Sites or Website, will be uninterrupted or error free.

11.3 Limitation of Liability.

11.3.1 YOU AGREE THAT YAPSTONE SHALL NOT BE LIABLE FOR: ANY FAILURES CAUSED BY ANY PERSON OR ENTITY OTHER THAN YAPSTONE THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF A PAYMENT OR THE SERVICES.

11.3.2 EXCEPT WHERE THE CLAIM: (i) IS SUBJECT TO INDEMNIFICATION UNDER SECTION 10 OF THIS AGREEMENT; TO THE EXTENT PERMITTED BY LAW IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOST PROFITS OR FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL YAPSTONE’S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE GREATER OF: (I) THE AMOUNT OF PAYMENTS IN DISPUTE, OR (II) €100 EURO. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

12. Complaints, Dispute Resolution, and Governing Law and Forum.

12.1 Complaint Process. If You wish to make a complaint about the Services, You can make a complaint by sending an e-mail to customerservice@holidayrentpayment.co.uk. Most of Your concerns can be resolved through YapStone’s customer service department. YapStone’s goal is to learn about and address the underlying causes of the concern. To that end, the parties shall cooperate and attempt in good faith to resolve any potential dispute promptly by discussions between persons who have authority to resolve the potential dispute. If

the parties are unable to resolve the potential dispute amicably at that level, You shall report the potential dispute to YapStone's legal team at Legal@YapStone.com. Any of Your disputes related to billing or fees must be raised within ninety (90) days of the relevant transaction or they are deemed permanently waived by You.

12.2 Applicable Law and Forum.

This Agreement, and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise), shall be governed by and construed in accordance with the laws of Ireland. All disputes or claims arising out of, or relating to, this Agreement shall be subject to the exclusive jurisdiction of the courts of Ireland, to which the parties irrevocably submit. All proceedings must be conducted in English. Nothing in this section 12.2 affects or limits your rights at law.

13. Miscellaneous.

13.1 Taxes.

Each Payee is responsible for: (i) determining, collecting, and reporting any and all taxes required to be collected, reported, or paid in connection with Your use of the Payee Service or business and use of their sites; and, (ii) for any and all applicable taxes, including sales, use, lodging, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental entities of whatever kind and imposed with respect to the transactions processed under this Agreement, including penalties and interest. YapStone is responsible for taxes based upon YapStone's net income.

You acknowledge and agree that YapStone may be required to collect taxes from You in connection with Your use of the Payee Services or Services, and to remit those taxes on Your behalf (and report any payments processed) to regulatory or government authorities. Other than Value Added Taxes ("**VAT**") for Rent Payees and Participating Payees located in Ireland, YapStone is not responsible for, and is not the entity collecting VAT or other taxes with respect to the payments. You will promptly provide YapStone with documentation as may be required by the applicable governmental entity in order for YapStone to process payments hereunder.

13.2 Amendments to this Agreement.

YapStone may amend this Agreement at any time by providing You thirty (30) days' notice by email or by posting the amended Agreement on a YapStone Site, with the notice valid as of the date indicated in the email or Website posting. Your continued access or use of YapStone Services will constitute Your acceptance of the amended Agreement. If You disagree at any stage with amendments made, You must contact YapStone at: customerservice@holidayrentpayment.co.uk to cancel Your Services and Account, which will also cancel Your access to the Services. This Agreement may not otherwise be amended except through by written agreement, signed by You and an authorized YapStone representative.

13.3 Notices.

All notices and other communications under this Agreement must be in writing and may be made by means of email or a posting on, or update to the YapStone Website. Notices to You will be delivered to the email address provided to YapStone or as modified by You through notice to YapStone or by posting on or update to the YapStone Website. Notices to YapStone can be made via email at legal@YapStone.com or via certified mail or overnight courier to: YapStone International Limited, M1 Retail Park, Office Unit 7, Second Floor, Drogheda, Co Louth, Ireland.

13.4 Entirety and Severability.

This Agreement contains the entire understanding between You and YapStone with respect to its subject matter, superseding all prior and contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

13.5 Survival.

Sections 4-7 and 10-13 and Sections securing YapStone's rights shall survive any termination of this Agreement.

14. Contests and Giveaways.

By participating in any YapStone sponsored contest, giveaway, promotion, webinar, or other event, You agree to the specific terms thereof. YapStone reserves the right to modify any contest, giveaway, or promotion at any time.

15. Mobile Device Terms.

If You are accessing the Services from a mobile device using an application (the "*Application*"), the following end-user license agreement ("*EULA*") terms apply to You in addition to the above:

15.1 YapStone grants You the right to use the Application only for Your personal use. You must comply with all applicable laws and third party agreements (for example, Your wireless data service agreement). The Application may not contain the same functionality as the Website. Deleting the Application does not deactivate or delete Your profile or Account with YapStone; please see Section 9 for Service Cancellations.

15.2 YapStone owns, or is the licensee to, all right, title and interest in and to its Application, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative

works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and You will not remove, obscure, or alter YapStone's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any Application.

15.3 Prohibited Countries Policy and Foreign Trade Regulation. The Application or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States or European Union embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; (c) to any prohibited person, group, or entity subject to European Union financial sanctions; and (d) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using the Application, You are responsible for complying with trade regulations and both foreign and domestic laws.

15.4 Mobile Application Terms:

(i) This Agreement is between You and YapStone, and not with the mobile application platform offering the Application for download ("**Application Platform**"). The Application Platform is not responsible for the Application and the content thereof.

(ii) YapStone grants You a non-transferable license to use the Application only on a device that You own or control and as permitted by the usage rules set forth in the each Application Platform's terms of use.

(iii) The Application Platform has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

(iv) The Application Platform is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

(v) The Application Platform is not responsible for addressing any Claims by You or any third party relating to the Application or Your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any Claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) Claims arising under consumer protection or similar legislation.

(vi) To the maximum extent permitted by applicable law, the Application Platform will have no other warranty obligation whatsoever with respect to the Application.

(vii) Your questions, complaints, or claims with respect to the Application can be directed to YapStone's team at: customerservice@holidayrentpayment.co.uk.

Last Updated: 5th of July 2018