

# Terms and Conditions for Abooking.com

Updated 22 November 2012

Enters into force December 17, 2012

Thank you for choosing Abooking.com!

This is a contract between you and Abooking.com that describes your right to use Abooking.com and its related services. For reasons of clarity, we have formulated some conditions in this contract as questions and answers. You should go through the whole contract as all conditions are important, and they combine to create a legally binding agreement that you are bound by once you have approved it. In addition, there are documents and principles that we link to in this agreement, and we urge you to read them as well.

## 1. Scope of the Agreement, approval and amendment

**1.1. What is covered in this agreement?** This Agreement shall apply to Abooking.com and all the services that are available therein.

**1.2. What conditions must I follow when I use the services?** Our goal is to create a safer and more secure environment and therefore we require that users, when using the Services, follow these terms and conditions, which are described in this Agreement by this reference (the "Agreement"). You may not use the Services in a way that you infringe third party rights, including, but not limited to, intentional damage to the legal or natural person.

**1.3. How do I accept the agreement?** By giving you the opportunity to subscribe and / or order the services offered from Abooking.com. You must read and accept the terms through confirmation before you can proceed to registration. Abooking.com gives you access to the system. Services and conditions constitute a valid contract between you and Abooking.com. The use or accessing the Services or by accepting the terms in which the option is available to you in the user interface, you confirm that you agree to abide by the agreement without modification on your part. If you do not accept these terms, do not use Abooking.com or some of the services available in the system.

**1.4. Can Abooking.com change the terms after I approve them?** Yes. We will inform you if we intend to change the contract. We may change the terms of this Agreement if (i) applicable law requires it, such as because of legislative changes, (ii) it is necessary because of the instructions and / or regulations based on applicable law, (iii) the relationship between service and return (e.g., compensation) has been disturbed, (iv) it is necessary for technical reasons, (v) it is necessary to facilitate the operation of the service, or (vi) the conditions change in your favor. We will inform you before the proposed change come into force, either through the user interface, an e-mail or other appropriate means. We will give you the option to terminate the Services within at least 30 days before the change takes effect. If you do not cancel the services within the specified period, it is considered that you have agreed with the changes made in the Agreement. We will also explicitly point this out when you are informed of the intended amendment of this Agreement.

**1.5. What kind of changes can I expect in Abooking.com?** We are constantly striving to improve Abooking.com so that its functionality improved and updated, introduce new features or customize Abooking.com, and we may at any time modify Abooking.com or remove features. You may at any time terminate the use of the intended Abooking.com your role, e.g. Property Owner, Guest, Dealers (Affiliate / Reseller) or advertisers; this should be done in a way so that no third parties will be affected.

## 2. Abooking.com Account & Service

**2.1. What is an Abooking.com account?** Registering an account on Abooking.com is free. You need an Abooking.com account to access Abooking.com. You can use Abooking.com to search for properties to rent and you can access the public information. However, for you to access the advanced services Abooking.com offers, you will be required to register an account. I.e. to rent out an object, in order to rent an object, to advertise, to participate in our affordable reseller program requires registration.

When you create an Abooking.com account, you must enter the name and email address. Abooking.com then sends an email to the defined email address with a link for you to click on in order to complete your registration. Clicking the link opens Abooking.com registration page and you can continue your registration. Once your registration is complete Abooking.com requires that you accept these rules in order to save your recording. If you do not accept these terms, do not use Abooking.com or its services. When you choose to accept the terms saved your registration and a confirmation will be sent to the email address with a password that you must use at next logon. You can if you want to change your password. The password is encrypted, which means that it is not possible to read or re-create a password of Abooking.com. If the password is forgotten, you can select the "Forgot Password" and a new temporary password will be sent to the account defined e-mail address.

You are committed to provide true, current and complete information when registering.

You are responsible for keeping your account information and password secret. The Abooking.com service is web based and you can normally access your account from any computer with Internet access.

You may at any time terminate your Abooking account regardless of your role, e.g. Property Owner, Guest, Dealers (Affiliate / Reseller) or advertisers; this should be done in a way that no third parties will be affected. As an object owner and having published your objects via Abooking.com, you have to take the full responsibility for any registered bookings. Remember that you are the object owner who has a full responsibility to the guest, thus requiring some advance planning if you want to close the account.

It is free to register an object on Abooking.com. The only fee is a percentage-based fee based on the rental cost. Hence you as the object owner do not need to pay anything until a guest has used Abooking.com to book their stay. Abooking.com will invoice the object owner as soon as the owner marked the registration fee (paid by the guest) as completed. The latest information regarding fees is published on Abooking.com.

Abooking.com reserves the right, without notice, to suspend users or objects that are not considered to be compatible with Abooking.com conditions or our perception of morality and ethics. These users

can then no longer use their Abooking.com account to log in, nor are these objects published on Abooking.com.

**2.2. What happens if I cannot access my Abooking.com account?** If you have forgotten your password or for any other reason cannot access your Abooking.com account, you can let Abooking.com generate a new password by selecting the "Forgot Password". A new temporary password will be sent to the account defined e-mail address. By generating a new password, you confirm again your acceptance of the terms.

**2.3 User Authentication.** User authentication on the Internet is not easy and it's a challenge to confirm the identity of each account. By registering accept individual who registers an account terms. Abooking.com cannot take responsibility for that one person is the one that pretends to be. We encourage you to communicate directly with a guest or object owners through the tools available on Abooking.com. Both the object owner and the guest are obliged to identify themselves and to control their contractor's identity.

**2.4. Unauthorised use.** You are required to promptly report if there is suspicion of unauthorized use of your account

**2.5 Service.** Abooking.com gives you as a registered object owner the ability to publish your property in Abooking.com and offer it for rent for a fee and guests to find and book objects. Abooking.com conveys only services between object owner and the guest. Abooking.com also gives the object owner tools to manage their objects and guests the opportunity to book and get access to the information necessary to be able to pay their bookings. Abooking.com also places a market available to users where hosts and guests can contact each other. Abooking.com have no other responsibilities, this applies also to ensure that the description corresponds to reality or that guests make payment under prescribed conditions.

We are not involved in the actual transaction between visitors and members, even if we provide tools, such as direct booking, making it possible for a visitor to enter into a transaction to lease a specific property directly from the member representing this property. Therefore, the quality, safety or legality of the advertised homes, the truth or accuracy of the ads (including the content therein, or any property or guest book review), the opportunity for members to rent holiday homes or visitor's ability to pay for vacation homes entirely the user's responsibility.

Abooking.com offers you a notification system under the platform, through which you can communicate with the object owner or guest, for example to clarify things that are unclear before an inquiry without actual contact information is exchanged.

Abooking.com gives you as an object owner to create a price catalog containing "general price" or "seasonal price" for different periods of time and to set and charge additional fees such as cleaning and charge for bedding etc. As a Property Owner, you will be responsible for the correct pricing of your property. Abooking.com has no responsibility with regard to the price that your object has. We recommend that you ensure that the price is correct when you make an update.

## 3. Contents

**3.1. Who owns the content I bring Abooking.com?** The content includes all the data and information you upload and store on Abooking.com, e.g. information, documents, photographs, videos, music, emails and instant messages ("Content"). We do not claim ownership of the content you supply in Abooking.com. Your Content remains yours and you are responsible for it. We do not control, does not verify, do not pay for or do not give our express support for the content that you and others make available on Abooking.com.

Abooking.com reserves the right to freely and without costs or fees to use the content in our marketing. We will not provide or market any Content to any third party.

Abooking.com reserves the rights without prior notice to delete objects that are not considered to be compatible with Abooking.com conditions or our perception of morality and ethics. These objects are then no longer published on Abooking.com

**3.2. Who can access my information related to the object?** You as object owners, have control over your own content, and may at any time update this. No one else except Abooking.com management can access and edit your content. Abooking.com can access your content to support you if needed or to handle inappropriate content.

When the object owners choose to publish the object, anyone using Abooking.com can access and view the information related to the object. To reserve an object, the guest must be registered.

Abooking publishes the object as soon as the object owners choose to publish, and have accepted the terms.

If you do not want others to see the information about your object, please do not use Abooking.com to promote your objects.

If you are using or sharing content on Abooking.com in a way that infringes others' copyrights, trademarks and other intellectual property rights or the right to privacy, you are violating this agreement. You warrant and represent that during the term of this Agreement ( and having) all necessary rights to the content that you upload and publish on Abooking.com and that use of the content, referred to in this section, does not violate any law or the rights of third parties.

**3.3. Who can access my information related to my registration?** The information provided in the registration is being handled safely by Abooking.com. Information required by the object owner to transfer the booking fees such as Bank account-related information, postal giro, bank giro or other payment information is only visible to the guest in connection with confirmation of booking by the guest. Abooking.com Administration has access to this information.

**3.4. What can Abooking.com do with my content?** When you upload your content to Abooking.com you agree that it can be used, modified, adapted, stored, reproduced, distributed and displayed to the extent necessary to protect you and to provide, protect and improve Abooking.com products and services . We may sometimes use automated methods to extract information from emails, chats or photos to identify and protect against spam and malicious code, or to improve the services with new features to make it easier to use them. Once your content is processed Abooking.com takes necessary actions to protect your privacy. No content is sold or transferred to another party.

**3.5. What kind of content is not allowed?** Content that violates this Agreement, including national legislation is not allowed on Abooking.com. Abooking.com reserves the right to review the content in order to enforce this Agreement. Abooking.com can block or otherwise prevent e-mail messages, instant messages or other types of communications to or from Abooking.com as part of our efforts to protect Abooking.com or our users, or otherwise enforce the terms of this Agreement.

**3.6. Can we remove content from Abooking.com?** Yes. We reserve the right at any time to reject or delete the content from the Services if we believe that it violates applicable law or this Agreement or if it exceeds the limitations for storage or file size. We have the right to refuse to publish content and may remove content for any reason. If the content you store on Abooking.com is legal and in accordance with this agreement, are protected by copyright and you have permission to use the content, we will give you the opportunity to download the content. This does not apply if the content is removed from our servers.

## 4. Termination of services

**4.1. What happens if I do not follow these conditions?** If you break the agreement we can without warning take appropriate action which may include a warning or suspension of your account. After a warning notice has been issued specifying the violations that took place and notice has been taken for granted within appropriate and reasonable time frame given, we will take appropriate action against you, which includes (without limitation) removal of the content placed in Abooking.com, indefinitely suspends the access to Abooking.com, you will be asked to refrain from certain activities within the scope of Abooking.com site, terminate the services and/or bring such matter to appropriate court. This action does not affect Abooking.com legal rights to immediately terminate the agreement for good reason. This includes if you breach a material obligation of this Agreement. Significant commitments for all obligations incorporated to this Agreement shall be fulfilled accordingly. This makes it possible to meet the objectives of this Agreement and that users generally can assume that these obligations are met in accordance with the intent and content of this Agreement. Removal of content and termination of Abooking.com causes deletion of data. The data will be deleted and shall be irrevocable.

**4.2. Are there other ways I can lose access to the Services?** Yes, there may be reasons why Abooking.com may cease to provide part of the Services, including (without limitation) that it is no longer possible for us to provide them, advances in technology, customer feedback indicates that a change is needed or external problems occurs, which makes it unwise or impractical to continue. In this case, delete your data permanently from that part of Abooking.com. Abooking.com will not compensate you in any way if Abooking.com is not available and that your object is therefore not available for booking

**4.3. How do I cancel services?** You may at any time and without cause terminate the use of Abooking.com. You can do this by logging on to Abooking.com and follow the instructions to deactivate your account; you can always re-activate your account and continue to promote your objects and to make bookings.

Note, however, that while the content has been erased, or linked to a disabled account, may not be accessible to you, it may still be present in our system, but not published

**4.4. What if my service is cancelled or terminated?** If your services is terminated or canceled (by you or us) terminate immediately your right to use Abooking.com.

## 5. Privacy

**5.1. How will Abooking.com manage my personal information?** Your privacy is important to us. We use the information that you published to manage and provide services at Abooking.com.

**5.2. Using services are cookies?** Yes, the services use cookies. A cookie is a small text file that a Web server is placed on a device such as your PC, phone or other device that you visit our website and related services. Cookies contain only an ID number that can only be read by a web server in the domain that issued the cookie to you. We use cookies for various reasons, including storing your settings, personalization of content for you and analyze how people use our services so that we can improve them. By using the Services, you agree that we place cookies on your device, to the extent permitted under your custom settings. We wish to emphasize, however, that no personal information are being stored in cookies.

**5.3. Publishes to Abooking.com my personal information outside Abooking.com?** You acknowledge and agree explicitly that Abooking.com can access information about you that is associated with your use of Abooking.com, including (without limitation) your personal information and your content. Abooking.com doesn't publish any personal information on the public side. On the other hand, payment information and other related information for the guest to conduct payment will only be made available once the guest has confirmed the booking. We may be forced to disclose information regarding the content of Abooking.com when Abooking.com believe it is necessary to: (a) comply with applicable law or official regulation, (b) enforce this Agreement or protect Abooking.com and its customers' rights or property, or (c) help to prevent loss of life or damage to someone physically.

**5.4. How to follow Abooking.com official decisions?** Like other ISPs Abooking.com is subject to legal requirements and requests from law-enforcement authorities (such as courts, police), other government agencies and private litigants in terms of content stored in our network. This information can be related to one alleged crime or civil matter and requested usually out in accordance with national or local normal legal process in which the activity occurred. Abooking.com may be obligated to obey the request for your information or your content as part of such investigation or legal action.

## 6. Services' interruptions and backup

We endeavor to keep the Abooking.com in operation, but all online services are occasionally hit by disturbances and outages. You should regularly back up the content you store in the service.

## 7. Software

**7.3. Is there something I can do with Abooking.com?** Yes. In addition to the other limitations in this Agreement, you may not: (1) bypass or overlook any technical protection measures in or in relation to Abooking.com, or disassemble, decompile or reverse engineer any feature or aspect of Abooking.com included in or is accessible through Abooking.com, except and only to the extent that copyright law expressly permits, (2) separating the components of Abooking.com for use on different devices, (3) publish, reproduce, rent, lease or lend Abooking.com or (4) transfer Abooking.com or any right regarding Abooking.com, except where expressly permitted by this Agreement. You may not use Abooking.com in any unauthorized way, which can interfere with anyone else's use of them or access to a service, an account or a network. You may not enable access to Abooking.com with unauthorized products from third parties.

**7.4. How to update the software?** Abooking.com updates, we launch an updated version of Abooking.com. You as a user get immediate access to the latest version when you connect to Abooking.com. All updates are free of charge for our users.

## 8. If you are the owner of the object Abooking.com following conditions apply to you:

**8.1. Delivery fee.** Abooking.com takes a percent interchange fee based on rental value net of additional services. When the guest has paid the reservation fee Abooking.com automatically sends you an invoice payable under specified information.

In some cases when the object owner is connected to the automatic payment services such as PayPal can interchange fee is automatically deducted from the reservation fee. An acknowledgment will be sent to the object owner.

**8.2. Payment details.** For a guest to pay the reservation fee and the rent you are asked to enter a payment method when you register your object on Abooking.com. You can always update this information at Abooking.com. You agree to always keep payment information up to date. Additionally, you agree that Abooking.com allowed using any updated information regarding the payment method and information to inform guests who confirmed their booking. Owners will be responsible to ensure that this information is updated.

**8.3. Online Billing and wrong.** We will provide the object owner with an online invoice via email for the interchange fee, in addition, information will be available through Abooking.com Message Centre where you can view and print the invoice. You are obligated to regularly check the online invoice at least once a month. It is the only invoice we provide. You are responsible to print and save a copy of every online invoice and maintaining such copy for yourself. Any errors in the invoice will be corrected immediately upon request with an appropriate correction details in the amount. You must notify us within 120 days of the said error. If you do not notify us within this period disclaims us from all liability and claims for compensation of loss due to ordinary negligence, further you can in such a case not require us to correct the error or repay any of any fee for the service. In all other cases where

Abooking.com has discovered a error in the invoicing we keep you informed and take action to correct the error as soon as reasonably possible.

**8.4. Returns & Cancellation Period.** The guest can cancel the reservation free of charge if made within 5 days from the booking occasion i.e. before reservation fee is paid. Thereafter the guest can cancel but note that the reservation fee is non-refundable. 45 days before the arrival date, you are required to pay the rental price. If you cancel after the rental cost is imposed, it is the object owner's responsibility to repay the entire rental cost to the guest. The total cost of the accommodation is Reservation Fee (20%) + Rental (80%), if canceled after the rental fee is paid, the object owner is obliged to refund the full rental price (80%).

**8.5. Price changes.** If the object owner updates the price list on an object, it will not affect the guests, who have booked earlier. Only reservations made after the updated pricelist will be affected.

**8.6. Late payment.** You must pay for the reasonable costs that we receive in connection with the collection of amounts, including fees for attorneys and other legal costs that the laws and regulations allow. We may suspend or terminate your services if you have not paid the amount in full within a reasonable time after we sent a reminder - with threats to suspend and / or terminate Abooking.com account. You can avoid closing or termination if you pay the required amount within the reasonable time specified in the note. Nonpayment may cause you to lose access to your Abooking.com account.

**8.7. Payment to you.** This is mainly applicable for Affiliates & Resellers. You who Affiliate and / or Reseller have registered through our reseller program with the necessary information. Payment to you can happen after we owe you at least € 25. Payment must be initiated by you and approved by Abooking.com. Payment can be made no earlier than 30 days after we received information that the guest paid their reservation fee. You are responsible for all taxes and fees you may incur as a result of the payment. If you incorrectly receive a payment which you are not entitled to, we can cancel this payment or request a refund of the amount, and your cooperation will be required.

**8.8. Internet access services and other charges.** Abooking.com requires access to the Internet. You are responsible to find means in order to get a full access to the Internet and the charges incurred by your ISP. Even if you have access to services through wireless devices (such as mobile phones and PDAs), your supplier for the wireless network charging fees for messaging, web browsing and other services that require the use of airtime and wireless data services. Check with your supplier if there are any such fees that may apply to you. You are solely responsible for all costs that may arise in connection with access to the Services through any wireless or other services for communication.

## 9 In cases of suspected fraud

**9.1. Frauds.** If there is a suspicion that the guest and object owners secretly agree management of bookings by register them as owner registrations, resulting to Abooking.com disadvantage, by establishing common agreement and contracting outside Abooking.com, or other suspected offenses under the Penal Code, Abooking.com can disable users from Abooking.com. Abooking.com reserves



the right to notify founded suspicion of crime to the police or to the prosecutor, when such suspicions exist against a suspected criminal.

## 10th WE MAKE NO WARRANTY

**We provide the service "as is," "with all faults" and "as available". We do not warrant that the information available on the Platform is accurate and current. You agree that computer and telecommunications systems are not flawless and that the platform can sometimes be down. We do not warrant that the service will be uninterrupted, timely, secure or error-free. We and our affiliates, resellers, distributors and vendors make no other express warranties. You have all the guarantees required by law, but we give no other warranties. We disclaim all implied warranties, including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement of third party rights.**

## 11th Limitation of Liability

**11.1. Abooking.com, not responsible for any content, including links to third-party sites and activities provided by the user.** Such content and activities can neither be attributed Abooking.com or represent Abooking.com opinion.

**11.2. Abooking.com shall only be liable for ordinary negligence from Abooking.com site, its representatives and / or their legal representatives for breach of material obligations of this Agreement.** Significant commitments for all obligations that must be met for this Agreement shall be fulfilled properly. This makes it possible to meet the objectives of this Agreement and that users generally can assume that these obligations are met in accordance with the intent and content of this Agreement.

**11.3. Abooking.com, its representatives and / or their legal representatives shall not be liable for any unforeseen damage, abnormal injury and / or economic loss with respect to any consequential damages, including loss of profits, unless Abooking.com, its representatives and / or its legal representative at least acted with gross negligence.**

**11.4. All prescribed strict liability for Abooking.com, including, without limitation, liability under the Product Liability Act and the prescribed liability for breach of warranty, shall remain unaffected by the limitation of liability.** The same shall apply to liability for Abooking.com, its representatives and / or their legal representatives in the event of negligence causing damage to individual's life, body or health.

**11.5. Disclaimer.** We guarantee that the website will undergo proper maintenance with the intention of meeting our technical specifications for the site, but we cannot guarantee that the website will meet your needs, including (without limitation) the availability or speed of the site or any of its functions or materials, communication by or related to the Site, or any transaction with other users. Except as expressly stated in these terms and conditions excludes all representations, warranties, conditions and

other terms relating to the Site or the materials, whether the information is given, express or implied (by common law, legislation, collaterally or otherwise) are hereby, except in cases of fraud or misrepresentation on our part, or where such exclusion is not permitted by law. We do not guarantee that the site's features, or other materials or content on the website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or other harmful components, but we will take reasonable steps to avoid ourselves introducing viruses or other harmful components on the site. You acknowledge that all transfers to and from this website is not confidential and that your communications may be read and stored by others.

**11.6. Acquittal.** In the event of a dispute with one or more users (including, without limitation, any dispute between users regarding transactions or materials provided by the user), you hereby agree to absolve Abooking.com from all liabilities, claims and expenses arising in connection with this dispute.

**11.7. Discharge.** You agree to keep all members of Abooking.com harmless against all liabilities, claims and expenses (including reasonable legal remuneration) which may arise out of or in connection with (a) breach of these Terms by you or through a machine you use to access Abooking.com, (b) situations where any of your provided material infringes another person's copyright, or (c) any transaction relating the rented object which you are a party to, or entered into in connection with this Abooking.com.

If any claims against us that you hold us harmless under these terms, then (a) we will have the right to manage the defense and settlement, but (b) we will take reasonable account of representations that are leveled against us for such defense and settlement.

## 12. Abooking.com

**12.1.** The site is owned by Abooking AS. Reg. No. 889 614 382, Övre Torggatan 3, 3256 Larvik, Norway. Phone +47 95 00 66 77 e-mail: info@abooking.com. Abooking AS is represented by John Wintherbo. Regarding jurisdiction for all disputes arising out of, or who have a connection with this Agreement shall be dealt with by the court in Larvik.

## 13th Web sites of third parties

You may gain access to the websites of third parties via services that are not controlled or published by Abooking.com. Abooking.com not responsible for any sites or services of third parties or the content available through them. You alone are completely responsible for your dealings with third parties (including advertisers). Your use of third party sites or services may be subject to third party terms and conditions.

## 14th Assignment and Transfer

We may at any time transfer, assign or otherwise dispose of our rights and obligations under this

Agreement, in whole or in part, without notice to you, as long as such transfer is not to your detriment.

## 15th Messages

This agreement is electronic. We have the right to electronically send you information about Abooking.com, other data and information that the law requires that we provide. We may provide you with required information by e-mail to the address you provided when you signed up on Abooking.com that we identify. We recommend that you check and maintain the email address you provided. If you do not consent to receive notices electronically, you must stop using Abooking.com.

## 16th Interpretation of contracts

This is the entire agreement between you and Abooking.com to your use of Abooking.com. It supersedes all prior agreements between you and Abooking.com regarding your use of Abooking.com. Agreement section headings are only for quick reference and have no legal effect. Separate or additional terms and conditions may apply when you use or pay for other Abooking.com services than those governed by this Agreement. All parts of this Agreement shall apply to the extent permitted by applicable law. If a court finds that we cannot enforce any part of this agreement, we can replace that part with terms as much as possible consistent with the purpose of the part that we cannot argue. The rest of this contract will not change.

## 17th No third party beneficiaries

This agreement applies only between you and us. It does not apply to any other person, except for permitted successors and assigns of the agreement.

## 18th Support

Information about the customer support for Abooking.com available on Abooking.com

## MESSAGES

**Notification of and procedure for making claims of copyright infringement (copyright).** Notice of claimed copyright infringement should be sent to Abooking.com appointed Resellers.

**Information on copyright and trademarks.** All contents of the service are Copyright © 2012 and belongs Abooking.com exclusive. We or our suppliers own the title, copyright and other intellectual property rights in Abooking.com and its contents. Abooking.com and names, logos and icons for all Abooking.com products, software and services may be trademarks or registered trademarks of Abooking.com All rights not expressly granted herein are reserved.

**Financially message.** Abooking.com is not listed and is only an intermediary service between object owners and guests.