

CasaVersa Terms of Service

CasaVersa, Ltd. ("**CasaVersa**", or "**us**", "**our**", "**we**") provides an Internet platform for exchanging homes while travelling (the "**Platform**"). These Terms of Service ("**Terms**") govern your access and use of the Platform. "**You**" means a user of the Platform or a visitor to CasaVersa's Internet website (the "**Site**").

Please read these Terms carefully. You must accept these Terms prior to using the Platform. By using the Platform or visiting the Site, you signify your consent to these Terms and our privacy policy, a current version of which is available at <http://www.casaversa.com/docs/privacy.pdf>, which we may update from time to time at our discretion (the "**Privacy Policy**"). We may modify these Terms from time to time, in which event CasaVersa shall make commercially reasonable efforts to contact you in respect of any material changes. Notwithstanding the foregoing, your continued use of the Platform after any changes to these Terms will be deemed acceptance of such amended or updated Terms. If you do not agree to any of these Terms, please do not make any use of the Platform.

Use of Platform

CasaVersa allows you to access and use the Platform subject to these Terms for your own personal use. You may not use the Platform to provide commercial services. You may not create more than one account per individual, and you may not access any account other than your own. CasaVersa may, in its sole discretion and at any time, discontinue providing the Platform or any part thereof without notice.

Use of and access to the Platform is not allowed where prohibited by law. By using the Platform, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you either are 18 years of age or older, or else have the permission of your parents or guardians to use the Platform and (d) your use of the Platform does not violate any applicable law or regulation or any obligation, including without limitation any law or regulation concerning the provision of hotel or other accommodation services in your geographical area.

Account Registration

To use the home exchange services, you must register with CasaVersa, either by providing the requested information or by connecting through Facebook. When you complete the registration process, you create a CasaVersa account. CasaVersa reserves the right to refuse to allow any user to open an account for any reason at its sole discretion. You may not provide false information during the registration process.

You should not reveal your password to others. CasaVersa will not ask you to reveal your password. If you forget your password, you can request to have a new password sent to your registered e-mail address. Your account is at risk if you let someone use it and your account is subject to termination if you or anyone using your account violates these Terms. If your account is terminated, you may not rejoin CasaVersa again without our express permission.

You agree to immediately notify CasaVersa of any unauthorized use of your account or password. You are fully and solely responsible for the security of your mobile device, computer system and all activity on your account, even if such activities were not committed by you. CasaVersa will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold CasaVersa harmless for any improper or illegal use of your account, including but not limited to any mail sent and any charges and taxes incurred, unless you have notified us via e-mail to info@casaversa.com that your account has been compromised, and have

requested us to block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Platform.

CasaVersa may check any information you provide against other publicly-available information on the Internet in order to verify your identity. You agree to such checks by CasaVersa, but CasaVersa has no obligation to perform such checks.

Termination of Account

You agree that CasaVersa may for any reason, in its sole discretion and without notice, terminate your account, and remove any User Content (as defined below) associated with your account. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent, harassing or abusive behavior, or (iv) behavior that is harmful to other users, including potential hosts or guests, third parties, or the business interests of CasaVersa.

If CasaVersa believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on the Site or committed with the Platform. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Site or committed with the Platform. You may request termination of your CasaVersa account at any time and for any reason by sending an email to info@casaversa.com. Any suspension, termination, or cancellation shall not affect your obligations to CasaVersa and its licensors under these Terms (including but not limited to intellectual property, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

Your Responsibilities

If you agree to offer to provide accommodation to any party, you agree to make your best efforts to comply with CasaVersa's guidelines, which are available at <http://www.casaversa.com/#/safety>. You shall respect the property and body of your host or your guest. You shall make best efforts to provide a comfortable and safe environment, including but not limited to a non-smoking environment, if you have stated in your profile that your accommodations shall be non-smoking. Any violation of by you of these requirements may result in an immediate termination of your account and the forfeiture of any rewards, points or other amounts due to you through the Platform. CasaVersa will not hesitate to take additional legal action where appropriate.

Notwithstanding the foregoing, CasaVersa cannot and does not assume any responsibility or liability in respect of the actions, errors or omissions of any potential host or guest. PLEASE BE AWARE THAT CASAVERSA HAS NOT INVESTIGATED THE BACKGROUND OR HISTORY OF ANY INDIVIDUAL AND DOES NOT HAVE THE TECHNICAL CAPABILITIES TO DO SO. AS SUCH, YOUR OFFER OR ACCEPTANCE OF ANY ACCOMMODATION SERVICES IS AT YOUR OWN RISK. CasaVersa may allow users to provide references. CASAVERSA CANNOT AND DOES NOT VOUCH FOR ANY OF SUCH REFERENCES, AND YOUR RELIANCE ON ANY SUCH REFERENCES IS AT YOUR OWN RISK. Please be aware that CasaVersa's policy is to make all efforts to cooperate with law enforcement officials regarding any unlawful behavior, and we will share all data as required to cooperate with any law enforcement request. CASAVERSA MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER ANY INDIVIDUAL OFFERING ACCOMMODATION SERVICES HAS APPROPRIATE (OR ANY) INSURANCE COVERAGE. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE COMFORTABLE WITH THE INSURANCE COVERAGE OF ANY INDIVIDUAL OFFERING ACCOMMODATION SERVICES.

Payment

All hosts agree not to accept any financial compensation in exchange for any accommodation services they provide, including basic food, water and bathrooms.

In consideration for the services of CasaVersa, you agree to make payment for each time that you are accommodated by a potential host that you contacted through CasaVersa. The pricing scheme and information are available at <http://www.casaversa.com/#/pricing>. Payment is made upon your confirmation of an exchange. Amounts in the payment scheme do not include applicable taxes, such as VAT or sales taxes. You shall make payment without deduction and withholding for any amounts. CasaVersa may terminate your account if you fail to make payment as required. CasaVersa may charge an 18% annual service fee for late payments or, if lower, may charge the maximum annual service fee permitted by applicable law.

No amounts paid by you shall be refundable under any circumstances, regardless of whether you have actually received or are satisfied with such accommodation services. You must consult your own tax advisor about the proper treatment of the receipt or provision of accommodation services under applicable tax law.

Intellectual Property

CasaVersa and its licensors own the Platform, including all worldwide intellectual property rights in the Platform, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Platform or any User Content (as defined below) appearing in the Platform. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of CasaVersa or any third party.

You may not or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Platform; (b) circumvent, disable, or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any Content; (c) use the Platform and/or User Content in connection with any commercial endeavors in any manner; (d) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform; (e) harvest, collect or mine information about other users of the Platform; or (f) use or access another user's account or password.

User Communications, Reviews and Ratings

CasaVersa lets you post content and communicate with other users in order to determine whether to provide or accept accommodation services. In addition, CasaVersa may allow you to post reviews and ratings of other users. We refer to all of the foregoing as “**User Content**”.

CasaVersa has no obligation to accept, display, review or maintain any User Content. Moreover, CasaVersa reserves the right to edit, delete, distort or move user Content from the Platform without notice for any reason at any time. Any posted or submitted User Content shall not be considered confidential and may be disseminated by CasaVersa without any compensation to you. User Content that you submit or post may be available to the public, and you should have no expectation of privacy in the same. CASAVERSA DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED BY ANY USER AND CASAVERSA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

You are fully and solely responsible for any User Content you submit or post. You agree that you will not act in any way or transmit or post any User Content that: (a) restricts or inhibits use of the Platform; (b) solicits another person's password or other personal information under false pretenses; (c) impersonates another individual or otherwise misrepresents yourself in any manner; (d) infringes (or results in the infringement of) the intellectual property, moral, publicity, or privacy rights of any third party; (e) is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (f) does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. (in the case of any proposed or actual transaction, "applicable" refers to both your own location and to location(s) of all other parties to the transaction); or would cause CasaVersa to be in violation of any law or regulation, or to infringe any right of any third party; (g) contains falsehoods or misrepresentations that may damage CasaVersa or any third party; (h) imposes an unreasonably or disproportionately large load on our infrastructure; or (i) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (i) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (ii) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (iii) pornography (including any obscene material, and anything depicting children in sexually suggestive situations whether or not depicting actual children) or may be harmful to a minor, (iv) any virus, worm, Trojan horse, or other harmful or disruptive component or (v) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate.

CasaVersa may choose at its sole discretion to monitor User Content for inappropriate or illegal behavior, including through automatic means; provided, however, that CasaVersa reserves the right to treat User Content as content stored at the direction of users for which CasaVersa will not exercise editorial control except when violations are directly brought to CasaVersa's attention.

By submitting or posting any User Content, you grant CasaVersa and its successors and assigns a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, publicly display, and publicly perform such User Content on, through or in connection with the Platform (including to post such User Content to any social media Internet sites or applications) in any media formats and through any media channels, including without limitation, for commercially promoting the Platform.

Copyright Infringement

CasaVersa respects the intellectual property rights of others and expects its users to do the same. CasaVersa will remove all infringing User Content if properly notified that it infringes third party intellectual property rights, and may do so at its sole discretion, without prior notice to users at any time.

Under the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), it is our policy to respond expeditiously to copyright owners who believe material appearing on the Platform infringes their rights. If you believe that something appearing on the Platform infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked. If you believe that such a notice has been wrongly filed against you, the DMCA lets you send us a counter-notice. It is CasaVersa policy to determine whether it is appropriate to terminate the account of repeat infringers, taking all facts and circumstances into account. Notices and counter-notices must meet the DMCA's requirements. We suggest that you consult your legal advisor before filing a notice or

counter-notice. Be aware that there can be substantial penalties for false claims. Send notices and counter-notices to: *info@casaversa.com*

Disclaimers & Disclaimer of Warranty

Your use of the Platform and/or User Content is at your sole discretion and risk. The Platform and/or User Content are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from CasaVersa. CASAVERSA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND/OR USER CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CASAVERSA DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM AND/OR USER CONTENT; OR (II) THAT THE PLATFORM WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE PLATFORM.

Content on the Platform originates from a variety of sources, as well as feedback from other users of the Platform. CASAVERSA DOES NOT WARRANT THAT ANY ESTIMATION OR DESCRIPTION AVAILABLE THROUGH THE PLATFORM IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. CASAVERSA IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE USER CONTENT POSTED ON OR TRANSMITTED THROUGH THE APPLICATION. CASAVERSA CANNOT AND DOES NOT ACCEPT ANY LIABILITY FOR ANY RELIANCE BY YOU ON SUCH INFORMATION. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the User Content information at any time without prior notice.

You understand that CasaVersa is not responsible for the accuracy, usefulness, safety, appropriateness of or infringement by any User Content available on the Platform. Although users must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials that you may be involuntarily exposed to such inaccurate, offensive or obscene materials, and you hereby agree to wave, and do waive, any legal or equitable rights or remedies you have or may have against CasaVersa with respect to thereto. It is also possible for others to obtain personal information about you due to your use of the Platform, including through any User Content that you make available through your account. Anyone receiving or viewing User Content may use your information (such as your contact details, photograph or accommodation photographs) for purposes other than what you intended. We are not responsible for the use of any personal information that you disclose on the Service or through any User Content. By making any information (including your contact details, photograph or accommodation photographs) available through the Platform you acknowledge that you understand and have agreed to such risks. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE PLATFORM OR OTHERWISE.

In addition, CasaVersa makes connections between potential hosts and guests but cannot and does not accept any responsibility for the actions of any hosts or guests. WE DISCLAIM ALL LIABILITY FOR THE A HOST'S FAILURE TO SATISFY HIS/HER OBLIGATION TO ACCOMMODATE A USER AS MAY BE AGREED THROUGH THE PLATFORM. WE DISCLAIM ALL LIABILITY FOR A GUEST'S FAILURE TO ARRIVE AT THE AGREED LOCATION OR ACCODATION AS MAY BE AGREED THROUGH THE APPLICATION. IF YOU USE THE APPLICATION AND AGREE TO RECEIVE ACCOMODATION SERVICES, THEN YOU DO AT YOUR OWN RISK AND CASAVERSA SHALL NOT HAVE ANY LIABILITY THEREFOR.

No advice or information, whether oral or written, obtained by you from CasaVersa, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so

solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL CASAVERSA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM OR USER CONTENT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE PLATFORM, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CASAVERSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL CASAVERSA'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO CASAVERSA FOR USE OF THE PLATFORM. IF YOU HAVE NOT MADE ANY PAYMENTS TO CASAVERSA FOR THE USE OF THE PLATFORM, THEN CASAVERSA SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

In addition to the foregoing, CasaVersa assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User Content. CasaVersa is not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Platform, including any injury or damage to users or to any person's apartment, furniture or other personal property or resulting from participation in the Application or the provision of accommodation services. UNDER NO CIRCUMSTANCES SHALL CASAVERSA BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE APPLICATION, FROM ANY USER CONTENT POSTED ON OR THROUGH THE APPLICATION, OR FROM THE CONDUCT OF ANY USERS OF THE APPLICATION, WHETHER ONLINE OR OFFLINE, OR IN CONNECTION WITH THE PROVISION OR ACCEPTANCE OF ANY ACCOMMODATION SERVICES.

Indemnification

You agree to indemnify, defend, and hold harmless CasaVersa and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage caused by you to the body, lodgings, furniture or other property (whether personal or real) of any other individual related to any accommodation services provided through the Platform; (c) your use of the Platform in violation of any law or regulation, including the use of the Application in any jurisdiction where the provision or receipt of accommodation services hereunder may be prohibited; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use of the Platform, including, without limitation, provision of services in connection with the Platform shall be in compliance with all applicable laws, regulations and guidelines.

Miscellaneous

These Terms shall be governed by the law of the State of Israel exclusive of its choice of law rules. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms or the Platform shall be brought exclusively in the courts in Tel Aviv-Jaffa and you irrevocably consent to their jurisdiction. Any cause of action against CasaVersa must be brought within one (1) year of the date such cause of action arose. In the event that any provision of

these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and CasaVersa or authorizes you to act on behalf of CasaVersa. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between CasaVersa and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account or account of any social networking site that you provided upon registration.