

## TERMS AND CONDITIONS

- 1. Parties Bound:** The Guest Use Agreement and these Terms and Conditions bind the Guest, all Occupants, the Owner, and Property Consultant.
- 2. No Agency or Joint Venture Created:** This agreement does not create an agency, joint venture, or other legal relation between the parties other than as specifically set out herein. The parties understand and agree that Dolce Vacation is not an insurer of any obligations imposed herein. Any and all agreements for use of an Accommodation is between Guest and Owner and Dolce Vacation is not a party to it. Notwithstanding the foregoing, Dolce Vacation serves as a consultant to Owner as (i) the limited authorized payment collection agent of the Owner for the purpose of accepting, on behalf of the Owner, payments from Guests of such amounts stipulated by the Owner (including cleaning or other fees and/or Taxes) and (ii) the Owners designate for compliance with the Guest Use Agreement and these Terms and Conditions (the "Services").
- 3. Minimum Days of Stay:** The minimum stay required for most Accommodations is five nights; however, Accommodations may require minimum stays of periods as long as one month. In certain countries, there may be a limit on the duration of a Guest's stay.
- 4. Responsibility for Honoring Bookings and Financial Terms:** The Owners, not Dolce Vacation, are solely responsible for honoring any confirmed bookings and making available Accommodations reserved through the Site and Services. If a Guest chooses to confirm a Reservation with Dolce Vacation, Guest agrees and understands that Guest is entering into an agreement with the Accommodation's Owner, and agrees to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Owner. Guest acknowledges and agrees that that they, and not Dolce Vacation, will be responsible for performing the obligations under any such agreements, that Dolce Vacation is not responsible to enforce such agreements, and that, with the exception of collection and other limited obligations hereunder, Dolce Vacation bears all liability arising from or related to these agreements.
- 5. Reservations:**

  - a. Reservation Procedure:** Owners, Guests and Dolce Vacation agree to the following procedure for making and confirming Reservations:

    - a) Upon receiving a Reservation request, Dolce Vacation will contact the Owner to verify whether the Accommodation is available. Certain Accommodations are listed on the Dolce Vacation Site with the "Reserve Now" option. For Accommodations that can be reserved through this option, Owners have already provided Dolce Vacation with the availability of the Accommodations.
    - b) If a Reservation request is submitted through the "Reserve Now" option, Dolce Vacation will contact the Guest within 24 hours to confirm the availability of the Accommodation. If the "Reserve Now" option is not available for the relevant Accommodation, Dolce Vacation will contact the Guest to confirm whether the Accommodation is available on the requested dates at the e-mail address provided after receiving the Owner's confirmation of availability.

c) To confirm a Reservation, a Guest must pay the Initial Reservation Payment (as defined below under the heading “Reservation Confirmation”) within 48 hours of Dolce Vacation e-mail confirming the availability of the Accommodation for the requested dates and sending payment information to Guest (the “Reservation Payment Period”). Dolce Vacation shall hold the requested dates at the Accommodation during the Reservation Payment Period.

d) Once receipt of the Initial Reservation Payment is confirmed, Dolce Vacation will advise the Owner is in position to definitively book the Accommodation for the dates requested. Subsequently, Dolce Vacation will send an e-mail confirming the Reservation.

e) By submitting an inquiry site users will be opted to receive the Dolce Vacation Insider Newsletter(s).

Delay or failure of the Guest to make the Initial Reservation Payment within the Reservation Payment Period will result in the lapse of the hold on requested dates at the Accommodation, and Dolce Vacation will not be able to guarantee the Accommodation’s availability for the requested dates. If Guest makes the Reservation Payment outside of the Reservation Payment Period and the Accommodation is no longer available, Dolce Vacation will reject the payment, in which case Guest should receive a refund of the entire amount of the payment less any non-refundable credit card charges, bank transaction fees or similar charges.

In connection with requested Reservations, Guest will be asked to provide customary billing information such as name, billing address and credit card information either to Dolce Vacation or its third party payment processor. Guest agrees to pay Dolce Vacation for any confirmed Reservations in accordance with these Terms by one of the methods described on the Site – e.g. by bank transfer, PayPal or credit card. Guest hereby authorizes the collection of such amounts by charging the credit card, PayPal account or bank account provided as part of requesting the Reservation either directly by Dolce Vacation or indirectly, via a third party online payment processor or by one of the payment methods described on the Site. Guest also authorizes Dolce Vacation to charge Guest’s credit card in the event of damage caused at an Accommodation as contemplated under “Damage to Accommodations” below and for the Security Deposit, if applicable. If Guest is directed to a third party payment processor, Guest may be subject to terms of service governing use of that third party’s service and that third party’s personal data collection practices. Guest is advised to review the terms of service and privacy policy of these third parties before using their services.

## **b. Guest Assistance**

### Flight Information

Dolce Vacation staff will contact the Guest upon confirmation of Reservation to request his/her flight or travel information. This information is necessary for Dolce Vacation to monitor the Guest’s flight and take any and all appropriate measures related to scheduling and/or rescheduling the check-in process. If the Guest misses or changes his or her flight or any other changes to the Guest’s flight information occur, the Guest must inform Dolce Vacation as soon as practicable.

### Check-In

Dolce Vacation staff will meet the Guest at the booked Accommodation on the date and time scheduled for check-in (standard check in time is 2PM) to deliver the keys, receive the Security Deposit via credit card authorization (if not received in advance of check-in), show the Guest the Accommodation and deliver a welcome package containing useful information on the Accommodation, the city and the neighborhood.

### Check-Out

At the date and time scheduled for check-out (standard check out time is 11AM), Dolce Vacation staff will inspect the Accommodation, review the inventory and collect the keys. The Guest will be considered to have surrendered the Accommodation upon return of the keys. At this time, Dolce Vacation staff will also inform the Guests if any missing items or damage to the Accommodation was discovered upon inspection of the Property.

**c. Check-In/Check-Out:** The check-in/check-out process generally takes approximately thirty (30) minutes but could take more or less time. Guests should organize their check-in/arrival and check-out/departure plans accordingly. Should the Guest desire to modify the date and time of check-in or check-out, the Guest should inform Dolce Vacation with advance notice reasonably sufficient to reschedule check-in or check-out at a mutually convenient time. Rescheduling of check-in or check-out date may be subject to additional charges.

**d. Arrival or Departure After Regular Business Hours:** Dolce Vacation will charge a USD \$100.00 fee to Guest for check-ins or check-outs after 6pm or before 9am.

**6. Confirmation of Reservation:** The “Initial Reservation Payment” is typically 50% of the total rent, depending on the location of the Accommodation. Payment may be made by Visa, MasterCard, American Express, Maestro, Discover or Dinners. Payment through PayPal or bank transfer is also available. Guests using credit cards issued in certain countries may be subject to surcharges required by local law. Guest assumes all costs, expenses, fees, taxes or other expenditures applied to any payments or wire transfers by any credit card company, bank or government authority involved in the transaction (even if the credit card company, bank or government authority technically charges Dolce Vacation). Following successful processing of the Initial Reservation Payment, Dolce Vacation (or its representative) will send a confirmation e-mail summarizing the Reservation. Dolce Vacation reserves the right to charge the Initial Reservation Payment and the Rent Balance (as defined below) together, representing the full use payment, upon Reservation Confirmation.

**7. Payment of Balance:** The Payment Balance is the remaining balance of the total Accommodation cost after deducting the Initial Reservation Payment. Payment of the Balance is due at least 15 days in advance of check-in. It can be paid via Visa, MasterCard, American Express, Maestro, Discover or Dinners. Payment through PayPal or bank transfer is also available. Any and all commissions, charges, taxes and rates applicable to Balance shall be solely borne by the Guest. If Guest fails to pay the Balance fifteen (15) days prior to check-in, Dolce Vacation and Owner may consider the reservation cancelled and proceed to offer the property to other potential guests. The Initial Reservation Payment previously made will not be refunded.

**8. Administrative or Additional Fee:** In some destinations, Guest will be charged an additional Service Fee, which is payable in conjunction with the Initial Reservation Payment. Additional fees may be charged for cleaning services provided during the stay. Dolce Vacation will inform Guest of any fee prior to booking.

**9. Extension of Stay:** Any desired extension of a Reservation that has already commenced will be subject to availability and will be treated as a new Reservation. Consequently, the Accommodation may not be available for additional occupancy and rent prices for the Accommodation may not be available at the same rate. In order to confirm an extension with a start date within 30 days, Guest will need to immediately pay the full amount of the fee for the term of the extension. In order to confirm an extension more than 30 days in advance of its start date, 50% of the total price of the extended term will be due, with the remaining Balance for that term due 10 days prior to the extension start date. In either case, a new contract with the Owner must be signed upon confirmation, and any monies paid towards an extension are non-refundable.

**10. Change in Reservation Dates:** Any desired change to Reservation dates is subject to availability. Any change to the dates of Reservation made within thirty (30) days prior to check-in shall be subject to an additional charge. No additional charge will apply to any change to Reservation dates made more than thirty (30) days in advance of a Reservation.

**11. Unavailability:** If, for any reason, the Accommodation booked becomes unavailable on the requested dates or if any problem or defect is discovered or occurs during check-in or during the Guest's stay, which would frustrate the Guest's use and enjoyment of the Accommodation prior to completion of his or her stay, Dolce Vacation will notify the Guest that made the Reservation and make all commercially reasonable efforts to provide an alternative Accommodation for the requested dates. Dolce Vacation will use commercially reasonable efforts to locate an alternative Accommodation with similar amenities at the same rental price until the problem or defect in the Accommodation is resolved or the rental contract terminates (whichever is sooner), but if Dolce Vacation cannot locate a suitable, similar Accommodation, Dolce Vacation will inform the Guest of available alternative Accommodations and how they differ from the reserved or rented Accommodation with respect to features and price.

If the Guest is unsatisfied with the alternative Accommodation offered as a result of unavailability, a problem or a defect, Guest may choose to (a) cancel the Reservation and receive full reimbursement of the Initial Reservation Payment and the Rent Balance (if any) paid to Dolce Vacation if the unavailability, problem or defect is discovered before or during check-in; or (b) receive a reimbursement proportional to the length of the unused rental term if a problem or defect is discovered during the Guest's stay.

**12. Cancellations/Refunds:** Neither Dolce Vacation nor the Owner will relocate Guests, reimburse rental payments or cancel a Reservation in response to requests or complaints resulting from or related to subjective opinions about quality or causes that are beyond Dolce Vacation or the Owner's control, unrelated to the Accommodation or due to acts of God or other force majeure event, including without limitation, general street noise or any kind of disturbance

caused by construction, maintenance or repair (whether or not to the Accommodation or the building in which it is located), the condition of the hallways or other amenities, temporary malfunctioning of elevators, maintenance or repairs of common areas ordered by the building management, repairs to neighboring properties, interruption of the Internet or other services and any similar events affecting the Guest's stay in the Accommodation but beyond the Owner's or Dolce Vacation control.

Nevertheless, Dolce Vacation will make commercially reasonable efforts to resolve or minimize the situation.

Dolce Vacation cannot and does not guarantee that eventual resolution of complaints will not increase expenses for the Guest, including increased occupancy payments or other expenditures. A Guest's exclusive remedies against Dolce Vacation in any of the above described events are to (i) accept Dolce Vacation alternative Accommodation arrangements or (ii) cancel the remaining portion of the rental contract and receive a reimbursement proportional to the length of the rental term cancelled. (they can always cancel?)

Canceling a Reservation within 15 days of a scheduled arrival date will result in forfeiture of the total payment, including the Balance and Initial Reservation Payment. For stays longer than one month, a cancellation within 15 days before the scheduled arrival date will result in the forfeiture of Guest's Initial Reservation Payment and one month's payment. For stays longer than six months, a cancellation within 15 days before the scheduled arrival date will result in the forfeiture of Guest's Initial Reservation Payment and two months' payment.

Surrendering the Accommodation prior to the completion of a use contract does not entitle the Guest to reimbursement of any payments.

Amendments to Bookings – If any changes are made to the booking within fourteen (14) days of the originally scheduled arrival date, Dolce Vacation reserves the right to deem the changes as a cancellation and re-booking, in which event certain penalties may apply as provided herein. All requests for changes or amendments must be in writing. Should the selected Accommodation not be available because of reasons outside of Dolce Vacation's control, Dolce Vacation reserves the right to relocate the Guest to a Property of equal or better quality (Dolce Vacation's sole determination) in the same destination.

**13. Condition of Premises:** Guest must maintain the Accommodation in good and clean condition at all times.

If the Guest requires on going cleaning service, the cost shall be covered by the Guest. Guests are required to leave the Accommodation in a good and clean condition subject only to normal wear and tear. If the Guest fails to return the Accommodation in a good and clean condition, Dolce Vacation and/or the Owner may withhold a cleaning charge from the Security Deposit corresponding to the cost necessary to leave the Accommodation in a good and clean condition. In some properties the check-out cleaning service fee is mandatory.

Only cleaning personnel designated by Dolce Vacation are authorized in the Accommodations. Guests are responsible for granting the cleaning personnel access to the Accommodations on the dates and times stipulated. Guests should contact Dolce Vacation if they have any questions or concerns regarding the cleaning service, or to schedule more frequent cleaning service.

**14. Cooperation in Protection of Accommodation:** Guests agree to cooperate with and assist Dolce Vacation in good faith, and to provide Dolce Vacation with such information and take such actions as may be reasonably requested by Dolce Vacation, in connection with any complaints or claims made to Accommodations or any personal or other property located at an Accommodation or with respect to any investigation undertaken by Dolce Vacation or others regarding Occupants or the Services.

**15. Insurance:** Guest is required to obtain appropriate insurance for their use. Guest should have all policies reviewed by an appropriate professional to become familiar with and understand any exclusions to and deductibles that may apply for such insurance policies. Guest should pay particular care to confirm that they are covered as paying guests and for other occupants while at an Accommodation.

**16. Number of Guests in Accommodation:** When making a Reservation, Guest is required to inform Dolce Vacation of the number of people who will occupy the Accommodation. Overnight stays in the Accommodation of persons other than the Guest and previously identified occupants are not permitted and constitute a breach of these Terms for which the Owner and/or Dolce Vacation are entitled to rescind the rental contract and to evict Guest and all occupants from the Accommodation.

**17. Right to Refuse or Cancel Reservation:** Dolce Vacation and the Owners reserve the right to exclude Guests and any other authorized occupants prior to check-in and reserve the right to exclude or evict any Guest or occupant of the Accommodation in violation of these terms.

**18. Supplies and Products:** The Accommodations will be supplied with basic hygiene products, including towels, toilet paper and soap. Dolce Vacation offers Guests the optional third party vendors services of supplying the Accommodations with beverages and snacks throughout the Guest's stay. Guests will be charged for the cost of beverages and snacks in addition to an administrative fee.

Guest can inform Dolce Vacation of any special request via e-mail before making their Reservation so that Dolce Vacation can verify with third party vendors whether such special request can be met. Special requests may be subject to additional charges.

**19. Accommodation Rules:** In connection with their stay in an Accommodation, Guest agrees that:

- (i) pets are only allowed on written permission of the Owner;
- (ii) neither Guest nor any occupant will smoke or use illegal substances in any of the Accommodations;

(iii) Guest will keep noise levels at the Accommodation to a minimum between the hours of 10 pm and 10am or, if local law is more restrictive, comply with all local noise restrictions;

(iv) Dolce Vacation and/or the Owner may inspect the Accommodation upon reasonable notice or without prior notice when exceptional circumstances make doing so necessary;

(v) if any illegal substances are found in the Accommodations, or if the neighbors complain about noise levels in excess of the range of normal tolerance or other violations that result in complaints or claims, Dolce Vacation and/or the Owner may immediately evict Guest and/or occupants at any time of day or night; and

(vi) unlawful conduct in violation of this Agreement, or that of any authorized or unauthorized occupant, shall result in the loss of the total amount paid by the Guest, including the Initial Reservation Payment, the Balance and the Security Deposit. Furthermore, Dolce Vacation and/or the Owner may seek reimbursement of any expenses or losses incurred in connection with any proceeding or legal action asserted against them as a result of the Guest or occupants conduct.

**20. Security Deposit Procedure:** Owners may require security deposits for the rental of their Accommodation to cover the cost of missing items and damages or losses in excess of normal wear and tear (the "Security Deposit"). The amount of the Security Deposit varies by Accommodation. Dolce Vacation will inform Guest of any Security Deposit required before confirmation of the Reservation. Dolce Vacation will either (i) use commercially reasonable efforts to obtain a pre-authorization of the Guest's credit card in the amount of the Security Deposit or (ii) collect a bank transfer from the Guest in the amount of the Security Deposit prior to check-in or at check-in.

The Owner will determine the amount of the Security Deposit. Guest expressly authorizes Dolce Vacation to obtain an authorization hold on their credit or debit card to cover the cost of any Security Deposit charged by the Owner. Generally, these funds will not be available for use until the hold is released. If damages or losses are disclosed upon inspection during or after check-out, the cost to repair or replace such damages or losses shall be charged to the Guest's credit card pending receipt of documentation from the Owner duly evidencing the resulting repair costs. Guest waives any and all rights to contest Dolce Vacation charging their credit card upon Dolce Vacation's receipt of duly documented repair costs.

If the Security Deposit is charged to Guest's credit card or otherwise collected via other payment method and if no damages or losses were caused, the Security Deposit shall be reimbursed upon completion of the Guest's stay or within seven (7) business days of check-out, without interest or reimbursement of any currency or transaction fee of any kind.

If damages or losses are disclosed upon inspection at check-out, the Security Deposit shall be withheld pending receipt of documentation from the Owner duly evidencing the resulting repair costs. Guest waives any and all rights to contest Dolce Vacation withholding of the Security Deposit and disbursement of the Security Deposit to the Owner upon our receipt of duly documented repair costs. Once the total cost of damages or losses are determined, the remaining amount of the Security Deposit will be returned to the Guest.

If the cost of the damages or losses exceeds the Security Deposit, Dolce Vacation and/or the Owner will send Guest receipts, price-quotes or budgets, etc., evidencing the cost of remedying the damages or losses, and Guest shall pay Dolce Vacation the necessary amount by an

authorized payment method within five (5) business days. If Guest fails to pay the cost of the damages or losses within the specified time, Guest hereby expressly agrees that Dolce Vacation shall be authorized to charge these costs to Guest's credit card or seek reimbursement through arbitration or the courts.

**21. Damaged or Missing Items:** Guest is responsible for leaving the Accommodation in the condition it was in upon arrival. Guest acknowledges and agrees that Guest is responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals who they invite to, or otherwise provide access to, the Accommodation. In the event that an Owner claims and provides evidence of damage or items missing, Guest agrees to pay the cost of repairing the losses or damages whether repair or replacement of the damaged or missing items is necessary and to the use of Guest's Security Deposit to cover these costs. Dolce Vacation also reserves the right to charge the credit card associated with Guest's Reservation, or otherwise collect payment from Guest and pursue any avenues available to Dolce Vacation in this regard, including using Security Deposits, in situations in which Guests have been determined, in Dolce Vacation sole discretion, to have damaged any Accommodation. If Dolce vacation is unable to charge the credit card on file or otherwise collect payment from Guest, Guest agrees to remit payment for any damage to the Accommodation to the applicable Owner or to Dolce Vacation (if applicable).

Dolce Vacation is not responsible for any costs or, damages caused to or within the Property, including without limitation, any broken, stolen or lost items – whether they be Guest's property or that of the Owner.

Owners understand and agree that Dolce Vacation and Owners reserve the right, in their sole discretion, to make a claim under Guests homeowner's, renter's or other insurance policy related to any damage or loss that occupants may have caused or been responsible for to an Accommodation or any personal or other property located at an Accommodation. Guest agrees to cooperate with and assist Dolce Vacation in good faith, and to provide Dolce Vacation with such information as may be reasonably requested by Dolce Vacation in order to make a claim under Guest's homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Dolce Vacation may reasonably request to assist in accomplishing the foregoing.

Owner understands and agrees that they are solely responsible for determining (i) applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. Owner is also solely responsible for remitting to the relevant authority any Taxes included or received by Guest. Dolce Vacation cannot and does not offer Tax-related advice to any party.

**22. Local and Other Taxes:** The jurisdiction where an Accommodation is located may require Owners to collect taxes from Guests on the amount paid for the right to use and/or occupy an Accommodation and otherwise empower governmental agencies, departments or authorities to collect and enforce these tax obligations and liabilities (each such agency, department or authority, a "Tax Authority").



Guest authorizes Dolce Vacation to collect Occupancy Taxes on behalf of Owners at the time rental amounts are collected, and to remit such Occupancy Taxes to the Tax Authority.

Guest waives and releases Dolce Vacation (or any supplier or vendor that Dolce Vacation may use) from any and all claims associated with the collection and remittance of any Occupancy Taxes. Guest also agrees that Dolce Vacation may seek additional amounts in the event that the Occupancy Taxes collected or remitted are insufficient to fully discharge Guests obligations to the Tax Authority, and that their sole remedy for Occupancy Taxes collected is a refund from the applicable Tax Authority in accordance with the applicable procedures set by that Tax Authority.

**23. Maintenance Issues:** Guest must promptly notify Dolce Vacation of any defect, maintenance or repair requirements found in the Accommodation. While such conditions will not be grounds for the cancellation of this agreement or a refund, Dolce Vacation showed agree to use its best effort to contact the Owner and have such conditions addressed expeditiously.

Should a problem occur, Guest should contact Dolce Vacation's office immediately. Office hours in most locations are: Monday-Friday: 9:00AM to 6:00PM

Additionally, Guest will be provided with an emergency number to call outside of office hours. This number should only be used in the event of a true emergency.

**24. Use of the Site:** By accessing or using the site or services or by downloading or posting any content from or on the site, site users are indicating that they have read, and understand and agree to be bound by these terms, whether or not they have confirmed a reservation. The site and services are intended solely for persons who are 18 years old or older. Any access to or use of the site or services by anyone under 18 is expressly prohibited. By accessing or using the site or services site user represents and warrants that they are 18 or older. If site user does not agree to these terms, then they have no right to access or use the site, services, or content. If site user accepts or agrees to these terms on behalf of a company or other legal entity, they represent and warrant that they have the authority to bind that company or other legal entity to these terms and, in such event this agreement will refer and apply to that company or other legal entity.

The site, application and services comprise an online platform through which Owners may create listings for Accommodations and guests may learn about and book Accommodations directly with the owners. Site user understands and agrees that Dolce Vacation is not a party to any agreements entered into between Owners and Guests, nor is Dolce Vacation a real estate broker, real estate agent or insurer. Dolce Vacation has no control over the conduct of Owners, Guests and other users of the site, application and services or any Accommodations, and disclaims all liability in this regard to the maximum extent permitted by law.

**25. Modification of Terms of Service:** Dolce Vacation reserves the right, at its sole discretion, to modify the Site, Content or Services or to modify these Terms at any time and without prior notice. If Dolce Vacation modifies these Terms, Dolce Vacation will update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Content or Services after Dolce Vacation has posted a modification on the Site or have notice of a

modification, the parties agree to be bound by the modified Terms. If the modified Terms are not acceptable the only recourse is to cease accessing or using the Site, Content and Services.

**26. Site Function:** The Site can be used to facilitate the booking of residential and other properties listed on the Site. As stated above, Dolce Vacation makes available a platform or marketplace with related technology for Guests to arrange for bookings of Accommodations directly with Owners. The parties understand and agree that Dolce Vacation is not a party to any agreements entered into between Guests and Owners, nor does Dolce Vacation have any control over the conduct of Owners, Guests or other users of the Site. Dolce Vacation is not an Owner, a real estate broker, real estate agent, insurer or operator of properties, including, but not limited to, hotel rooms, any other type of lodging or temporary Accommodation, nor is it a provider of properties, including, but not limited to, hotel rooms, other lodgings or Accommodations. Dolce Vacation' responsibilities are limited to: (i) facilitating the availability of the Site and Services and (ii) serving as the Owners' consultant for all payments not collected directly from Guests by Owners.

**27. Responsibility for Owners Information:** Much of the information regarding each Accommodation is provided by its Owners, including, on occasion, the photographs themselves. Photographs of, and information about an Accommodation are published on the Site to offer prospective guests a reasonable notion regarding the quality and characteristics of the Accommodation. Photographs of the Accommodations are not necessarily accurate visual representations of the Accommodation nor its features and decor.

Although Dolce Vacation does endeavor to update information about the Accommodations and to update photographs of the Accommodations published on the Site, Dolce Vacation does not verify or endorse any User Content or any Accommodation and shall therefore not be liable to any user or Guest if the published information, User Content, or photographs do not accurately or completely describe or portray the Accommodations as represented by their respective Owners. Dolce Vacation does not control the condition, legality or suitability of any Accommodation. Dolce Vacation is not responsible for and disclaims any and all liability related to any and all listings and Accommodations. Guest is responsible to conduct his/her own investigation of the Accommodation and any and all Reservations are made at the Guest's own risk.

**28. Creation of Accommodation Listing:** The Owner is responsible to create Listings on the site. To create a Listing, an Owner will be asked a variety of questions about the Accommodation to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Accommodation and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Accommodations must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book an Accommodation via the Site, Application and Services based upon the information provided in the Listing. Owner understands and agrees that once a Guest requests a booking of their Accommodation, they may not request the Guest to pay a higher price than in the booking request.

Owner acknowledges and agrees that they alone are responsible for any and all Listings and

Member Content they post. Accordingly, Owner represents and warrants that any Listing they post and the booking of, or a Guest's stay at, an Accommodation in a Listing (i) will not breach any agreements entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, and rules and regulations that may apply to any Accommodation included in a Listing (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Dolce Vacation assumes no responsibility for an Owner compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Dolce Vacation has the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Dolce Vacation, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Dolce Vacation then-current Policies and Community Guidelines, or otherwise potentially harmful to the Guest, Site, Application or Services.

**29. Listing Contents:** Owner must require potential Guests to provide content information, a profile picture or verified phone number in order to book an Accommodation. Owner is solely responsible for the truth and accuracy of listing contents. Owner is further responsible for their own acts and omissions with reference to listing information and disclosures with reference to an Accommodation.

**30. Photographs of Accommodation:** Dolce Vacation may offer Owners the option of having photographers take photographs of their Accommodation. If an Owner chooses to use these photographs, the photographs will be made available to the Owner to include in their listing with a watermark or tag bearing the word DolceVacation.com verified photographs were similar wording ("verified images"). Regardless of the source of the photographs is the Owner's sole responsibility for ensuring that the Accommodation and/or listing is accurately represented in the verified images. Owner further warrants that they will cease to use the verified images or any other images if such images ceased to accurately represent the Accommodation or listing.

**31. Website Rules:** All users of the Dolce Vacation website agree that they are solely responsible for compliance with any and all laws, rules, regulations and tax obligations that may apply to access and use of the Site, Content or Services. In connection with use of Site and Services, users of the site agree that they will not:

- (i) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- (ii) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site or Content;
- (iii) use the Site, Content or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- (iv) copy, use, store or otherwise access any information contained on the Site, Services or Content for purposes not expressly permitted by these Terms;
- (v) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or any other legal or contractual rights;

- (vi) interfere with or damage Site, Content or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (vii) use Site or Services in connection with the distribution of unsolicited commercial e-mail (“spam”) or advertisements unrelated to lodging in a private residence; when acting as a Guest or otherwise, recruit or otherwise solicit any Owner or other Guest to join third party services or websites that are competitive to Dolce Vacation, without Dolce Vacation’ prior written approval;
- (viii) impersonate any person or entity, or falsify or otherwise misrepresent Guest or their affiliation with any person or entity;
- (ix) use automated scripts to collect information or otherwise interact with the Site, Content or Services;
- (x) post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- (xi) systematically retrieve data or other content from our Site, Content or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- (xii) use, display, mirror or frame the Site or the Content, or any individual element within the Site, Content or Services, Dolce Vacation name, any Dolce Vacation trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Dolce Vacation’ express written consent;
- (xiii) access, tamper with, or use non-public areas of the Site, the Content, the Services or Dolce Vacation computer systems;
- (xiv) attempt to probe, scan, or test the vulnerability of any Dolce Vacation system or network or breach any security or authentication measures; and
- (xv) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Content; or advocate, encourage, or assist any third party in doing any of the foregoing.

Dolce Vacation has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Dolce Vacation may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. Dolce Vacation may access, preserve and disclose any of information if required to do so by law, or if Dolce Vacation believes in good faith that it is reasonably necessary to (i) respond to claims asserted against Dolce Vacation or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment,

investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Dolce Vacation, the users, or members of the public. Guest acknowledges that Dolce Vacation has no obligation to monitor access to or use of the Site, Services or Content, but has the right to do so for the purpose of operating and improving the Site and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, or to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Dolce Vacation reserves the right, at any time and without prior notice, to remove or disable access to any Content that Dolce Vacation, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

**32. Ownership of Website:** The Site, Services, and Content are protected by copyright, trademark and other laws of the United States and foreign countries. Site users acknowledge and agree that the Site, the Content and the Services, including all associated intellectual property rights, are the exclusive property of Dolce Vacation and its licensors. Site users agree they will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Content.

**33. Website Content Use License:** Subject to compliance with these Terms, Dolce Vacation grants site users a limited, non-exclusive, non-transferable license, solely for personal, non-commercial use, to access and view Content to which they are permitted access.

Site users agree that they will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Services, or Content, except as expressly permitted in these Terms. No licenses or rights are granted to site users by implication or otherwise under any intellectual property rights owned or controlled by Dolce Vacation or its licensors, except for the licenses and rights expressly granted in these Terms.

If site users submit User Content to Dolce Vacation through our website, by e-mail or by any other means, site users permit Dolce Vacation to post, upload, publish, submit or transmit the User Content. By making available User Content to Dolce Vacation, site users grant to Dolce Vacation a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, which includes rights to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, or by means of or to promote or market the Site and Services. Dolce Vacation does not claim any ownership rights in the User Content and nothing in these Terms will be deemed to restrict any rights that site users may have to use and exploit the User Content.

Site users represent and warrant that: (i) they either (a) are the sole and exclusive owner of all User Content that they make available to Dolce Vacation or (b) they have all rights, licenses, consents and releases that are necessary to grant to Dolce Vacation the rights to the User Content as contemplated under these Terms; and (ii) neither the User Content nor the submission or

transmittal of the User Content or Dolce Vacation use of the User Content (or any portion thereof) will result in the violation of any applicable law or regulation or infringe upon, misappropriate, or violate a third party's intellectual property rights of any kind, moral rights, other proprietary rights, or rights of publicity or privacy.

**34. Links:** The Site, Content and Services may contain links to third-party websites or resources. Site users acknowledge and agree that Dolce Vacation is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Site users acknowledge sole responsibility for and assume all risk arising from use of any such websites or resources, products or services on or available from such websites or resources.

**35. Feedback:** Site users are welcome and encouraged to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). Site users may submit Feedback by e-mailing Dolce Vacation at [e-mail protected] or through the Contact section of the Site. Site users acknowledge and agree that all Feedback will be the sole and exclusive property of Dolce Vacation, and site users hereby irrevocably assign to Dolce Vacation and agree to irrevocably assign to Dolce Vacation all of right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein.

**36. Website Disclaimer:** IF SITE USERS CHOOSE TO USE THE SITE, SERVICES OR CONTENT, THEY DO SO AT THEIR OWN SOLE RISK. SITE USER ACKNOWLEDGES AND AGREES THAT DOLCE VACATION DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON GUESTS OR OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, SERVICES AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, DOLCE VACATION EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DOLCE VACATION MAKES NO WARRANTY THAT THE SITE, SERVICES AND CONTENT WILL MEET REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. DOLCE VACATION MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, THE SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES OR THAT PROVIDED BY GUESTS OR OWNERS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DOLCE VACATION OR THROUGH THE SITE, SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SITE USERS ARE SOLELY RESPONSIBLE FOR ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM THEY COMMUNICATE OR INTERACT AS A RESULT OF THEIR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR GUESTS. SITE USERS UNDERSTAND THAT DOLCE VACATION DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS. DOLCE VACATION MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. SITE USERS AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM THEY COMMUNICATE OR INTERACT AS A RESULT OF USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND OWNERS, PARTICULARLY IF SITE USERS DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY DOLCE VACATION OR NOT. NOTWITHSTANDING DOLCE VACATION APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE OWNERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM GUESTS ON BEHALF OF THE OWNERS AND THIRD PARTY VENDORS, DOLCE VACATION EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

**37. Privacy Policy:** Dolce Vacation receives personal information provided to them in connection with managing use agreements for Accommodations. Dolce Vacation is permitted to use such information and disclose same as necessary in their business and as required by government and other sources. Dolce Vacation takes reasonable measures to help protect all information from Guests from loss, theft, misuse, disclosure, alteration and/or destruction but is not liable for damages with reference thereto except where there has been grossly negligent or purposeful conduct.

**38. Limitation of Liability:** NO CLAIM CAN BE MADE BY GUEST OR SITE USER AGAINST DOLCE VACATION OR THE OWNER FOR ACCIDENTS, LOSS, OR INJURY HOWEVER CAUSED INCLUDING IF CAUSED BY DOLCE VACATION OR OWNERS OWN NEGLIGENCE. NEITHER DOLCE VACATION NOR THE OWNER HAS ANY LIABILITY OR RESPONSIBILITY FOR ANY INJURY CAUSED AS A RESULT OF THE USE OF AN ACCOMMODATION, COMMON AREA, POOL OR CLUBHOUSE. IT IS THE RESPONSIBILITY OF GUESTS TO ENSURE THAT ANY CHILDREN ARE NOT PERMITTED IN THE POOL, SPA OR POOL AREA UNATTENDED. POSTED POOL RULES MUST BE ADHERED TO WHILE IN THE POOL AREA.

NEITHER DOLCE VACATION NOR OWNER ARE RESPONSIBLE FOR ANY GUEST THAT LOCKS THEMSELVES OUT OF THEIR ACCOMMODATION. CHECK-IN DOCUMENTS WILL BE PROVIDED AND WILL CONTAIN ALL THE INFORMATION GUEST WILL NEED TO FIND THE ACCOMMODATION. DOLCE VACATION IS NOT

LIABLE FOR, NOR WILL PROVIDE A REFUND, IF GUEST IS UNABLE TO FIND THE PROPERTY, DO NOT HAVE THE CORRECT UNIT ADDRESS, OR DID NOT BRING THE CODE OR RESERVATION CONFIRMATION WITH GUEST.

GUESTS AND SITE USERS ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF ACCESS TO AND USE OF THE ACCOMMODATION AND/OR THE SITE, SERVICES AND CONTENT, BOOKING OF ANY ACCOMMODATIONS VIA THE SITE AND SERVICES, PARTICIPATION IN ANY REFERRAL PROGRAM, AND ANY CONTACT SITE USERS HAS WITH OTHER USERS OF DOLCE VACATION WHETHER IN PERSON OR ONLINE REMAINS WITH SITE USER. NEITHER DOLCE VACATION NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES, CONTENT OR PROGRAMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM THEY COMMUNICATE OR INTERACT AS A RESULT OF USE OF THE SITE, SERVICES, OR PARTICIPATION IN ANY AVAILABLE PROGRAMS OR FROM BOOKING OF ANY ACCOMMODATION VIA THE SITE AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DOLCE VACATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OBLIGATIONS UNDER THESE TERMS, IN NO EVENT WILL DOLCE VACATION AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND/OR THEIR USE OF THE SITE AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM BOOKING OF ANY ACCOMMODATION VIA THE SITE AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR CONTENT OR SITE USER'S PARTICIPATION IN ANY AVAILABLE PROGRAMS AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY OTHER USERS, EXCEED THE AMOUNTS SITE USERS HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DOLCE VACATION AND SITE USER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.



**39. Indemnification and Release:** Guest agrees to release, defend, indemnify and hold harmless Dolce Vacation and its affiliates, subsidiaries and contractors, and their respective officers, representatives, directors, employees and agents, from and against any claims, liabilities, damages, injuries, losses, and expenses (compensatory, direct, incidental, consequential or otherwise), including without limitation, reasonable legal and accounting fees and expenses including for their own negligence, arising out of or in any way connected with (a) access to or use of the Site, Services, or Content or violation of these Terms; (b) User Content; (c) interaction with any Guest, Owner or other user of the Site or Services; (d) booking of an Accommodation; and (e) user or rental of an Accommodation including for their own negligence.

**40. Assignment:** Guest may not assign or transfer these Terms by operation of law or otherwise, without Dolce Vacation's prior written consent. Any attempt by Guest to assign or transfer these Terms, without such consent, will be null and void and of no effect. Dolce Vacation may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successor and permitted assigns.

**41. Notices:** Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Dolce Vacation (i) via e-mail (in each case to the address that Guests provides) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

**42. Dispute Resolution and Arbitration:** These Terms and Conditions will be interpreted in accordance with the laws of the State of Florida, United States of America, without regard to its conflict-of-law provisions. This section will survive termination of these Terms.

**NOTICE OF ARBITRATION AGREEMENT.** Guest and Dolce Vacation agree that any and all dispute or claims (whether under a statute, in contract, tort, or otherwise) arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or the Site will be exclusively fully and finally settled by binding, mandatory arbitration pursuant to the Commercial Rules of Arbitration with venue in Miami, Dade County, Florida.

Other than as described above, Guest and Dolce Vacation each GIVE UP RIGHTS TO (a) GO TO COURT to assert or defend claims under these Terms (EXCEPT for matters failing within the jurisdiction of a small claims court) AND (b) TO A TRIAL BY JURY or to participate as a class member.

Upon Dolce Vacation reasonable request, and to the extent Guest is reasonably able to do so, Guest agrees to participate in mediation or similar resolution process with an Owner, at no cost, which process will be conducted by Dolce Vacation or a third party selected by Dolce Vacation, with respect to losses for which the Owner is requesting payment from Dolce Vacation.

**Class Action and Jury Trial Waiver.** Any dispute or claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties

expressly waive any ability to maintain any Class Action in any forum. Unless both Guest and Dolce Vacation both otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over a Class Action or representative proceeding. If for any reason (a) these Class Action provisions are held unenforceable or (b) this arbitration agreement between Guest and Dolce Vacation is deemed unenforceable or non-arbitrable, Guest and Dolce Vacation agree that any and all claims or disputes shall be fully and finally resolved by a court of competent jurisdiction sitting in the City of Miami by bench trial, (i.e., a judge will decide the facts and Guest and Dolce Vacation WAIVE RIGHT TO A TRIAL BY JURY).

**Arbitration Rules and Governing Law.** The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as permissibly modified by these Terms. The AAA Rules are available at [http://www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879. Florida law will govern the interpretation and enforcement of this section and this Agreement and all disputes arising therefrom.

**Arbitration Process.** To initiate arbitration, a party must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175). The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

**Place of Arbitration and Procedure.** If a claim does not exceed \$10,000, the arbitration will be conducted solely on the basis of documents Guest and Dolce Vacation submit to the arbitrator, unless Guest requests a hearing or the arbitrator determines that a hearing is necessary. Whether the hearing will be conducted electronically, telephonically, or in person, will be determined by the arbitrator in accordance with the AAA Rules; reasonable fees may apply. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitration shall be conducted in the City of Miami.

**Arbitrator’s Decision.** The arbitrator will render an award within the time frame specified in the AAA Rules. 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 having jurisdiction thereof. The arbitrator’s award of damages must be consistent with these Terms.

**Fees.** The parties responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

**43. General:** The failure of Dolce Vacation to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Dolce Vacation. 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. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

**By clicking I Accept, you confirm that you have read these terms and conditions, that you understand them and that you agree to be bound by them.**