

TERMS OF SERVICE

LETYOURBOAT (hereinafter referred to as "Letyourboat", "we", "us" or "our") is a registered Trade Mark which provides an online platform that connects hosts who have a boat to rent with guests seeking to rent such accommodations (collectively, the "Services"), which Services are accessible at www.Letyourboat.com and any other websites through which Letyourboat makes the Services available (collectively, the "Site") and in the future as an application for mobile devices (the "Application"). By using the Site or Application, the users (hosts and guests) agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern the access to and use of the Site, Application and Services and all Collective Content (defined below), and the participation in the Referral Program (defined below), and constitute a binding legal agreement between the users and Letyourboat.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH HOSTS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR ACCOMMODATIONS (DEFINED BELOW) AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK ACCOMMODATIONS DIRECTLY WITH THE HOSTS. USERS UNDERSTAND AND AGREE THAT LETYOURBOAT IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS LETYOURBOAT A REAL ESTATE BROKER, AGENT OR INSURER. LETYOURBOAT HAS NO CONTROL OVER THE CONDUCT OF HOSTS, 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.

Key Terms

"LETYOURBOAT Content" means all Content that Letyourboat makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"Booking Request Period" means the time period starting from the time when a booking is requested by a Guest, within which a Host may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services.

"Collective Content" means Member Content and LetyourboatContent.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Guest" means a Member who requests from a Host a booking of an Accommodation via the Site, Application or Services, or a Member who stays at an Accommodation and is not the Host for such Accommodation.

"Host" means a Member who creates a Listing via the Site, Application and Services.

"Users" means guests and hosts which uses the platform.

"Listing" means an Accommodation (e.g. a boat) that is listed by a Host as available for rental via the Site, Application, and Services. A boat can be motor or sailing.

"Member" means a person who completes Letyourboat's account registration process, including but not limited to Hosts and Guests, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees (such as convention center fees) that accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

USERS ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, OR BY PARTICIPATING IN THE REFERRAL PROGRAM, THEY ARE INDICATING THAT THEY HAVE READ, AND THAT THEY UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT THEY HAVE REGISTERED WITH THE SITE AND APPLICATION. IF THEY DO NOT AGREE TO THESE TERMS, THEN THEY HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE

CONTENT OR TO PARTICIPATE IN THE REFERRAL PROGRAM. If they accept or agree 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, "they" and "their" will refer and apply to that company or other legal entity.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and booking of boats ("Accommodations"). Such Accommodations are included in Listings on the Site, Application and Services by Hosts. Users may view Listings as an unregistered visitor to the Site, Application and Services; however, if they wish to book an Accommodation or create a Listing, they must first register to create an Account (defined below).

As stated above, Letyourboat makes available an online platform or marketplace with related technology for Guests and Hosts to meet online and arrange for bookings of Accommodations directly with each other. Letyourboat is not an owner or operator of properties and Letyourboat does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties or Accommodations or transportation or travel services. Unless explicitly specified otherwise in the Letyourboat platform, Letyourboat's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) facilitating the booking procedures.

AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND GUESTS CONNECTING AND BOOKING ACCOMMODATIONS DIRECTLY WITH EACH OTHER. Letyourboat CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY ACCOMMODATIONS. Letyourboat IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATIONS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE GUEST'S OWN RISK.

Account Registration

In order to access certain features of the Site and Application, and to book an Accommodation or create a Listing, user must register to create an account ("Letyourboat Account") and become a Member. They may register to join the Services directly via the Site or Application or as described in this section.

Users can also register to join by logging into their account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, they may link their Letyourboat Account with Third-Party Accounts, by either: (i) providing their Third-Party Account login information to Letyourboat through the Site, Services or Application; or (ii) allowing Letyourboat to access their Third-Party Account, as permitted under the applicable terms and conditions that govern their use of each Third-Party Account. they represent that they are entitled to disclose their Third-Party Account login information to Letyourboat and/or grant Letyourboat access to their Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by them of any of the terms and conditions that govern their use of the applicable Third-Party Account and without obligating Letyourboat to pay any fees or making Letyourboat subject to any usage limitations imposed by such third-party service providers. By granting Letyourboat access to any Third-Party Accounts, they understand that Letyourboat will access, make available and store (if applicable) any Content that they have provided to and stored in their Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via their Letyourboat Account and Letyourboat Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts they choose and subject to the privacy settings that they have set in such Third-Party Accounts, personally identifiable information that they post to their Third-Party Accounts will be available on and through their Letyourboat Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Letyourboat's

access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. They have the ability to disable the connection between their Letyourboat Account and their Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. PLEASE NOTE THAT their RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH their THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY their AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Letyourboat makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Letyourboat is not responsible for any SNS Content.

We will create their Letyourboat Account and their Letyourboat Account profile page for their use of the Site and Application based upon the personal information they provide to us or that we obtain via an SNS as described above. They may not have more than one active Letyourboat Account. They agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Letyourboat reserves the right to suspend or terminate their Letyourboat Account and their access to the Site, Application and Services if they create more than one Letyourboat Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. They are responsible for safeguarding their password. They agree that they will not disclose their password to any third party and that they will take sole responsibility for any activities or actions under their Letyourboat Account, whether or not they have authorized such activities or actions. They will immediately notify Letyourboat of any unauthorized use of their Letyourboat Account.

Accommodation Listings

Members may create Listings. To create a Listing, they 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 their Accommodation via the Site, Application and Services based upon the information provided in their Listing. Hosts understand and agree 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.

Letyourboat verifies hosts by requiring their proof of identity and ownership/rights in relation to their listings. Only verified listings can be published in the LETYOURBOAT Content. Letyourboat is not responsible for documents which are not correct, false, inaccurate, expired, ecc. The host authorizes Letyourboat to verify the truthfulness of the personal data and any other information provided and undertakes to cooperate with Letyourboat during such verification.

Only verified listings and users can be published and available for rent on Letyourboat. Letyourboat verifies all listings, through the verification of documents proving identity and ownership, in case of private host, or power of attorney, in case of charter company, of the boats before they can be published online. Hosts data will be protected from unauthorized access and kept confidential. The verification process is needed to build a trust in our community and prevent misconducts.

Host are responsible for ensuring that the Accommodations they list on the Site are accurate, meet quality standards, have all documents and other requirements requested by relevant authorities to be able to sail, adequacy of the description on the Site, safety, cleanliness, and do not present a Guest with a "Travel Issues".

A "Travel Issue" means any one of the following:

(a) the Host of the Accommodation (i) cancels a reservation shortly before the scheduled start

of the reservation, or (ii) fails to provide the Guest with the reasonable ability to access the Accommodation (e.g., by providing the documents needed to sail).

(b) the description of the Accommodation in the listing on the Site is materially inaccurate with respect to:

(i) the size of the Accommodation (e.g. number of cabins or bedrooms, length of the boat),

(ii) special amenities or features represented in the listing description are not provided or do not function,

(c) at the start of the Guest's reservation, the Accommodation: (i) is not generally clean and sanitary (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Guest's stay at the Accommodation in Letyourboat's judgment, (iii) has vermin or contains pets not disclosed on the listing.

In the event of a travel issue, Host is fully responsible to reimburse the Guest for the money paid following what indicated in contract between them sent by Host to Guest at the time when the Host confirmed the booking.

Letyourboat assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations.

During the 24-hour period following the Guest's check-in, Hosts should be available, or make a third-party available, in order to try, in good faith, to resolve Guest issues.

Hosts acknowledge and agree that they are responsible for any and all Listings they post. Accordingly, they represent and warrant that any Listing they post and the booking of, or a Guest's stay at, an Accommodation in a Listing they post (i) will not breach any agreements they have entered into with any third parties and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Accommodation included in a Listing they post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Letyourboat assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Letyourboat reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Letyourboat, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Letyourboat's then-current Policies and Community Guidelines (at <http://www.Letyourboat.com>), or otherwise harmful to the Site, Application or Services.

If they are a Host, they understand and agree that Letyourboat does not act as an insurer or as their contracting agent. If a Guest requests a booking of their Accommodation and stays at their Accommodation, any agreement they enter into with such Guest is between them and the Guest and Letyourboat is not a party thereto.

If they are a Host, Letyourboat makes certain tools available to them to help them to make informed decisions about which Members they choose to confirm for booking for their Accommodation. They acknowledge and agree that, as a Host, they are responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at their request or invitation, excluding the Guest (and the individuals the Guest invites to the Accommodation, if applicable.)

Letyourboat recommends that Hosts obtain appropriate insurance for their Accommodations.

No Endorsement

Letyourboat does not endorse any Member or any Accommodation. Members are required by these Terms to provide accurate information, and although Letyourboat may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being “verified” or “connected” (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Letyourboat about any Member, including of the Member’s identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for users to evaluate when they make their own decisions about the identity and suitability of others whom they contact or interact with via the Site, Application and Services. We therefore recommend that users always exercise due diligence and care when deciding whether to stay with a Host or to accept a booking request from a Guest, or to have any other interaction with any other Member. Except as provided in the Letyourboat Host Guarantee Terms and Conditions, which is an agreement between Letyourboat and Hosts, we are not responsible for any damage or harm resulting from their interactions.

By using the Site, Application or Services, users agree that any legal remedy or liability that they seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused them harm. They agree not to attempt to impose liability on or seek any legal remedy from Letyourboat with respect to such actions or omissions. Accordingly, we encourage users to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by them.

Bookings and Financial Terms

Key definitions

“Accommodation Fees” means the total amounts that are due and payable by a Guest in exchange for that Guest’s stay in an Accommodation. The Host alone determines these amounts. The Host may in his or her sole discretion decide to include in these amounts (i) a cleaning fee or any other fee permitted on the Letyourboat platform or any other extra cost like the daily cost for the skipper, or (ii) Taxes that the Host determines that he or she has to collect.

“Booking Fee” means the amount that Letyourboat charges when an accommodation is rented via the web site, which is calculated as a percentage of the applicable total Accommodation cost. The booking fee is equal to 10% of the total cost of the Accommodation and will be displayed to the Guest when the Guest is asked whether to send a booking request to a Host. This 10% is held and not cashed to guarantee the reservation.

The booking fee is cashed by Letyourboat only if and when host confirms the booking. The 10% includes VAT. In the event that the host rejects the booking, the 10% won’t be charged and no payments or charges are due to the guest.

If the host accepts the reservation, the 10% is taken from the guest and the guest is responsible for paying the remaining 90% of the service under contract, directly to the host, respecting the procedures, deadlines and amounts as shown in the listing of the host chosen by the guest at the time of the booking.

“security deposit”

Like with just about every other kind of rental, chartering a boat may require a security deposit. This covers any accidental damage caused by the guest his/her fellow passengers. It is given to the host before check-in, and is returned at check-out, once the boat has been inspected. Letyourboat is not responsible for the collection of the security deposit. The security deposit may be asked directly by the host to the guest before the check in.

Bookings and Financial Terms for Hosts

If a booking is requested for an Accommodation via the Site, Application and Services, the Host of the Accommodation will be required to either confirm or reject the booking request within the Booking Request Period (24 hours), otherwise the booking request will be automatically cancelled and the platform returns the booking fee to the Guest. During these 24 hours Letyourboat guarantees the booking and the accommodation will be shown unavailable in the search results if requested by other Guests for the same booked period. When a booking is requested via the Site, Application and Services, we will share with the Host (i) the first and last name of the Guest who has requested the booking, (ii) a link to the Guest's Letyourboat Account profile page, (iii) the names of any members of an SNS with whom you are "friends" or associated on the SNS if such individuals are also "friends" or associated with the Guest on such SNS, and (iv) an indication that the name that the Guest provided to Letyourboat when the Guest became a Member matches the name that the Guest provided to the SNSs to which the Guest has linked his or her Letyourboat Account, so that Host can view such information before confirming or rejecting the booking request. Host will also see which accommodation has been chosen by Guest, which period has been requested for booking, the total cost with the Guest have to pay for the rent.

When the Host confirms a booking requested by a Guest, Letyourboat will send Host an email, text message or message via the Application confirming such booking. After Host confirms the booking, Host will have to send immediately to Guest contract and full instructions for the payment of the balance due in line with the cancellation policy selected by the Host for the Accommodation.

When the booking is confirmed by the Host, Letyourboat collects the Booking Fee, while Host and Guest are legally responsible in relation to the rental boat contract. This means that Guest will be obliged to pay Host following the modalities and terms of cancellation chosen by the Host and clearly visible in the Accommodation description chosen and booked by the Guest. At the same time Host is responsible to provide Guest with the accommodation that Guest chosen and paid.

Bookings and Financial Terms for Guests

The Hosts, not Letyourboat, are solely responsible for honoring any confirmed bookings and making available any Accommodations reserved through the Site, Application and Services. If a Guest, choose to enter into a transaction with a Host for the booking of an Accommodation, the Guest agrees and understands that he/she will be required to enter into an agreement with the Host and he/she agree to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Host. These conditions, such as payment schedules, modalities of payment and cancellation terms are chosen by the Host and are visible in the Accommodation description. Therefore before proceeding with the booking the Guest has full information of what he/she is going to book. The Guest acknowledge and agree that he/she, and not Letyourboat, will be responsible for performing the obligations of any such agreements, that Letyourboat is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Letyourboat disclaims all liability arising from or related to any such agreements. The Guest acknowledges and agrees that Letyourboat is not a party to the agreement between the Guest and the Host.

The Booking Fee payable will be displayed to a Guest before the Guest sends a booking request to a Host. As noted above, the Host is required to either confirm or reject the booking request within the Booking Request Period, otherwise the requested booking will be automatically cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Host), no Booking Fee will be taken from the Guest by Letyourboat.

The Guest agrees to pay Letyourboat for the Booking Fee (10% of the total cost of the rent) only for any booking requested in connection with his/her Letyourboat Account if such requested bookings are confirmed by the applicable Host. The rest of the payment (90% of the total cost of the rent) will be done by the Guest directly with the Host.

Once Letyourboat receives confirmation of the booking made by the Guest from the applicable Host, Letyourboat will collect the Booking Fee in accordance with these Terms and the pricing

terms set forth in the applicable Listing. Booking Fee will not be collected by Letyourboat until booking is confirmed by the Host. Please note that Letyourboat cannot control any fees that may be charged to a Guest by his or her bank related to Letyourboat's collection of the Total Fees, and Letyourboat disclaims all liability in this regard.

In connection with the Guest requested booking, the Guest will be asked to provide customary billing information such as name, billing address and credit card information either to Letyourboat Payment or its third-party payment processor(s). The Guest agrees to pay Letyourboat for any confirmed bookings made in connection with his/her Letyourboat Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by PayPal or credit card. If Guest are directed to Letyourboat Payments' third-party payment processor(s), they may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Once Guest's confirmed booking transaction is complete Guest will receive a confirmation email summarizing his/her confirmed booking. Letyourboat will send Guest an invoice for the Booking Fee paid in relation to the booking confirmation.

Cancellations and Refunds

If a Guest cancels the requested booking before the requested booking is confirmed by the Host, Letyourboat will cancel any pre-authorization to Guest's credit card and/or refund any nominal amounts charged to Guest's credit card in connection with the requested booking within a commercially reasonable time. If a Guest wishes to cancel a confirmed booking made via the Site, Application and Services, either prior to or after arriving at the Accommodation, the cancellation policy of the Host contained in the applicable Listing will apply to such cancellation. The Booking Fee is non-refundable regardless of the cancellation policy selected by the Host.

If a Host cancels a confirmed booking made via the Site, Services, and Application, (i) the Host will refund the Guest of the payment he/she made at the time of the cancellation following the cancellation policy related to the Accommodation of the Host; (ii) after having analysed the reason of the cancellation of the confirmed booking by the Host, Letyourboat may refund Guest of the Booking Fee deducted by the TVA and other taxes and costs which Letyourboat paid in relation to that specific confirmed booking. The refund will be sent to the Guest as a credit voucher within a commercially reasonable time of the cancellation.

If a Host cancels a confirmed booking or in the event of a 'travel issue', Letyourboat may apply penalties or consequences to the Host or his/her Listing, including (i) publishing an automated review on the Listing indicating that a reservation was cancelled, (ii) keeping the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, or (iii) imposing a cancellation fee to be paid to Letyourboat and equal to the amount of the Booking Fee which Letyourboat has to refund to Guest.

Taxes

The Host understands and agrees that he/she is solely responsible for determining (i) his/her 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. Hosts are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Letyourboat cannot and does not offer Tax-related advice to any Members.

Hosts understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where their Accommodation is registered or located may require Taxes to be collected by Hosts from Guests on the amount paid for the right to use and/or occupancy of accommodations, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes are generally required to be collected and remitted as a percentage of the rent or Accommodation Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "occupancy taxes," "lodging taxes," "value added taxes," or "tourist taxes" (hereafter, "Occupancy Taxes").

Letyourboat issues a valid invoice to Host, in relation to the Booking Fee paid.

Damage to Accommodations

Guests are responsible for leaving the Accommodation in the condition it was in when they arrived. Guests acknowledge and agree that they are responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals whom they invite to, or otherwise provide access to, the Accommodation.

User Conduct

Users understand and agree that they are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to their use of the Site, Application, Services and Collective Content. In connection with Users' use of the Site, Application, Services and Collective Content, they may not and they agree that they will not:

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;

use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;

use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;

copy, store or otherwise access any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;

infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

interfere with or damage our Site, Application 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, Application 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;

use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;

"stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Letyourboat Guest or Host;

offer, as a Host, any Accommodation that is not owned or have permission to rent;

offer, as a Host, any Accommodation that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;

register for more than one Letyourboat Account or register for an Letyourboat Account on behalf of an individual other than yourself;

contact a Host for any purpose other than asking a question related to a booking, such as Host's Accommodations or Listings;

contact a Guest for any purpose other than asking a question related to a booking or such Guest's use of the Site, Application and Services;

recruit or otherwise solicit any Host or other Member to join third-party services or websites that are competitive to Letyourboat;

impersonate any person or entity, or falsify or otherwise misrepresent user's identity;

use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;

use the Site, Application, Services or Collective Content to find a Host or Guest and then complete a booking of an Accommodation independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Letyourboat's provision of the Services or for any other reasons;

as a Host, submit any Listing with false or misleading price information, or submit any Listing with a price that it is not intended to be honored;

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;

systematically retrieve data or other content from our Site, Application 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;

use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Letyourboat's name, any Letyourboat trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Letyourboat's express written consent;

access, tamper with, or use non-public areas of the Site, Application or Services, Letyourboat's computer systems, or the technical delivery systems of Letyourboat's providers;

attempt to probe, scan, or test the vulnerability of any Letyourboat system or network or breach any security or authentication measures;

avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Letyourboat or any of Letyourboat's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;

forge any TCP/IP packet header or any part of the header information in any email or

newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;

attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content; or

advocate, encourage, or assist any third party in doing any of the foregoing.

Letyourboat has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Letyourboat may access, preserve and disclose any of Users' s information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Letyourboat or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms and the Letyourboat Host Guarantee, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Letyourboat, its users, or members of the public. Users acknowledge that Letyourboat has no obligation to monitor their access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure Users compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Letyourboat reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Letyourboat, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Ownership

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to enable users to access and use the Platform;

to operate, protect, improve and optimize the Platform, Letyourboat's business, and our users'

experience, such as to perform analytics, conduct research, and for advertising and marketing;

to help create and maintain a trusted and safer environment on the Platform, such as fraud detection and prevention, conducting investigations and risk assessments, verifying the address of users listings, verifying any identifications provided by users, and conducting checks against databases such as public government databases;

to send users service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by users;

to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties.