

# Pangea.app, Inc.

## Terms of Use ("TOU")

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Last updated: July 31, 2018

Welcome to Pangea. We hope you find it useful and empowering, and that you will help us create a positive, supportive community in which everyone is respected.

To access Pangea.app's servers, websites, or content therefrom (together, "Pangea"), you must agree to these Terms of Use ("TOU").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

Please read these TOU carefully, as they contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, and obligations to comply with applicable laws and regulations. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Service you agree to be bound by

these Terms, which establishes a contractual relationship between you and Pangea. If you disagree with any part of the terms then you may not access the Service. The TOU expressly supersede prior agreements or arrangements with you.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity, or promotion, and such supplemental terms will be disclosed to you in region-specific disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the TOU for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

PANGEA HAS NO CONTROL OVER THE CONDUCT OF USERS OF THE APPLICATION AND SERVICES OR ANY GOODS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **License.**

If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access Pangea in compliance with the TOU; unlicensed access is unauthorized.

You agree not to license, distribute, make derivative works, display, sell, or "frame" content from Pangea, excluding content you create and share with friends/family.

You grant Pangea a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post.

## **Accounts.**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Your failure to maintain accurate, complete, and current account information, including having an invalid or expired payment method on file, will be considered a breach of the TOU and may result in your inability to access and use the Services or Pangea's termination of this Agreement with you.

You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by Pangea in writing, you may only possess one Account.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials).

YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH PANGEA IS LIMITED TO BEING A USER AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF PANGEA FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF PANGEA.

PANGEA DOES IS NOT OBLIGED TO CONTROL YOUR OFFERINGS, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR OFFERING, OR ANY OTHER MATTERS RELATED TO ANY OFFERING, THAT YOU PROVIDE. AS A USER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF PANGEA, INCLUDING BY INAPPROPRIATELY USING ANY PANGEA *INTELLECTUAL PROPERTY*.

For users in the United States, Pangea may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain reports from public records of criminal convictions or sex offender registrations of the user. For users outside the United States, we may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain the local version of background or registered sex offender checks in our sole discretion. You agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports.

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of Pangea.

### **User Conduct.**

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you 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, backdoors 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;
- access or use our Site, Application, or Services to use, expose, or allow to be used or exposed, any Pangea Content: (i) that is not publicly displayed by Pangea in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is inconsistent with the Pangea Privacy Policy or Terms of Use; or (iii)

in any way that otherwise violates the privacy rights or any other rights of Pangea's users or any other third party;

- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Pangea endorsement, partnership or otherwise misleads others as to your affiliation with Pangea;
- dilute, tarnish or otherwise harm the Pangea brand in any way, including through unauthorized use of Collective Content, registering and/or using Pangea or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Pangea domains, trademarks, taglines, promotional campaigns or Collective Content
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of Pangea or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right, as well as their rights under applicable law.
- 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, backdoors, 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 a Pangea User;
  - offer anything that you do not yourself own or have permission to provide;
  - register for more than one Pangea Account or register for a Pangea Account on behalf of an individual other than yourself;
  - unless Pangea explicitly permits otherwise, request or book anything if you will not actually be receiving the offering yourself;
  - contact another User for any purpose other than asking a question related to the User's use of the Site,

## Application and Services;

- recruit or otherwise solicit any User to join third-party services or websites that are competitive to Pangea, without Pangea's prior written approval;
- recruit or otherwise solicit any User to join third-party services, applications or websites, without our prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- 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 user and then complete a transaction of an offering independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Pangea's provision of the Services or for any other reasons;
- as a User, submit any Offering with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor;
- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
- 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 (directly or by omission or failure to update information) 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, Pangea's name, any Pangea 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 Pangea's express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, Pangea's computer systems, or the technical delivery systems of Pangea's

- providers;
- attempt to probe, scan, or test the vulnerability of any Pangea system or network or breach any security or authentication measures;
  - avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Pangea or any of Pangea'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;
  - advocate, encourage, or assist any third party in doing any of the foregoing; or
  - accept or make a payment for Fees outside Pangea Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Pangea harmless from any liability for such payment.

Pangea has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and

as set in these Terms, Pangea may take a range of actions against you, including but not limited to deactivating or canceling your Listing(s) or Pangea Account, for a violation of this Section or these Terms.

Pangea may access, preserve, and disclose any of your 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 Pangea 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 Pangea, its users, or members of the public. You acknowledge that Pangea has no obligation to monitor your 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 your 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. Pangea reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Pangea, 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.

## **Payments.**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Pangea will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Pangea. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Pangea will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Pangea using the preferred payment method designated in your Account, after which Pangea will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Pangea may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in

your Account, if available.

As between you and Pangea, Pangea reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Pangea's sole discretion. Pangea may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Pangea does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Pangea (on Pangea's website, in the Application, or in Pangea's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Pangea provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under

no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

### **Links To Other Web Sites.**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Pangea.

Pangea has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Pangea shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Moderation.**

You agree we may moderate Pangea access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deletion, delay, omission, verification, and/or access/account/license termination. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations

as to moderating, and (3) nothing we say or do waives our right to moderate, or not.

### **Limitation of Liability.**

PANGEA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF PANGEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PANGEA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF PANGEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PANGEA SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PANGEA'S REASONABLE CONTROL. IN NO EVENT SHALL PANGEA'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

### **Termination.**

We may terminate or suspend access to our Service immediately,

without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Pangea may, in its sole discretion and without liability to you, modify, discontinue, terminate, suspend, or shut-down (temporarily or permanently) all or any portion of the Pangea Service at any time, without prior notice. Upon any such action by Pangea, you must immediately stop using the Pangea Service.

**Indemnity.**



You agree to indemnify and hold Pangea and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Pangea's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

### **Disclaimer.**

MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. WE RESPECT SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED.

To the extent permitted by law, (1) we make no promise as to Pangea's completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) your access and use are at your own risk, and Pangea is provided "AS IS" and "AS AVAILABLE"; (3) we are not liable for any harm resulting from (a) user content; (b) user conduct, e.g. illegal conduct; (c) your Pangea use; or (d) our representations; (4) WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES ("PANGEA ENTITIES"), DISCLAIM ALL WARRANTIES & CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (5) PANGEA ENTITIES

ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS (E.G. OF PROFIT, REVENUE, DATA, OR GOODWILL); (6) IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED \$100 OR WHAT YOU PAID US IN THE PAST YEAR.

PANGEA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **Governing Law.**

These Terms shall be governed and construed in accordance with the laws of the State of Rhode Island and Providence Plantations, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## Changes.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## Contact Us.

If you have any questions about these Terms, please contact us at [Support@Pangea.app](mailto:Support@Pangea.app).