

Last updated 11 January 2020

These terms of service (**Terms**) constitute a legal agreement between you, an individual, and RedKnot Inc, a Delaware company (the **Agreement**). These Terms govern your access and use of the applications, website, content, booking services and other services (collectively the **RedKnot Services**) made available by RedKnot Inc and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, **RedKnot**).

These Terms include an arbitration agreement that will require to resolve any disputes with RedKnot through a final and binding arbitration. You expressly acknowledge that you have read and understand all the provisions of the Terms and have taken the time to consider the consequences of this agreement.

By accessing or using the RedKnot Services, RedKnot websites or RedKnot applications (collectively the **RedKnot Platform**) you agree to comply with and be bound by these Terms. RedKnot may amend these Terms from time to time. Amendments will be effective upon your continued use of the RedKnot Services after posting of the amended Terms. If you do not agree to the modified terms, you may terminate your agreement from the time of the modification by ceasing to use the RedKnot Services.

## 1 Definitions

- 1.1 **Ambassador** means registered Users who have been approved by RedKnot to offer and market Travel Services on the RedKnot platform.
- 1.2 **RedKnot ID** means an approved form of authentication used to access the RedKnot Services constituting either an email address and password or an account held with an approved third-party authentication service
- 1.3 **User** means a registered end user authorized by RedKnot to use the RedKnot Services for the purpose of offering or obtaining Travel Services. For the avoidance of doubt all Ambassadors and Travelers are Users.
- 1.4 **Travel Services** means transportation, travel, tourism and related services provided by Ambassadors to other Users.
- 1.5 **Territory** means the city or area in which an Ambassador is enabled to offer Travel Services
- 1.6 **Traveler** means a person who has purchased Travel Services in connection with the RedKnot Platform.

## 2 Nature and scope of RedKnot Services and Platform

- 2.1 The RedKnot Platform is an online marketplace that allows Ambassadors to publish and market Travel Services and to communicate and transact directly with Users seeking to book such Travel Services.
- 2.2 RedKnot is a technology services provider that does not itself provide any Travel Services nor is

RedKnot an organizer or retailer of Travel Services or packages. Ambassadors alone are responsible for Travel Services they offer through the RedKnot Platform. When Users make or accept a booking, they are entering into a contract directly with each other. RedKnot is not a party to or participant in any contractual relationship between Users and does not act as an agent for either User unless otherwise agreed in writing.

2.3 RedKnot may facilitate the resolution of disputes or other issues regarding the provision of Travel Services, however, unless otherwise stated, RedKnot does not control or guarantee:

- (a) the existence, quality, safety, suitability or legality of any Travel Services,
- (b) descriptions, ratings, reviews or other content generated by Users or
- (c) the performance or conduct of any User.

You should always exercise due diligence and care when deciding whether to obtain or provide Travel Services whether online or in person.

2.4 RedKnot does not and cannot guarantee the continuous and uninterrupted availability and accessibility of the RedKnot Platform. RedKnot may in its sole discretion restrict the availability of the RedKnot Platform or RedKnot Services at any time. RedKnot may from time to time take steps to improve or modify the RedKnot Platform or RedKnot Services in its sole discretion and without notice.

2.5 At all times Users are responsible:

- (a) for their own acts or omissions;
- (b) the acts or omissions of any individuals who they involve in the provision or receipt of Travel Service; and
- (c) their own property, including any personal property or property in their custody or control.

2.6 The RedKnot Platform facilitates communication between Users. Users are responsible for interactions with each other and must take reasonable precautions in respect of all such interactions.

2.7 If necessary, your communication on the RedKnot Platform can be reviewed by RedKnot team-members for the purpose of support and conflict resolution. Communication outside of the RedKnot Platform prior to booking is prohibited and such communication may prevent you from using the RedKnot Services.

2.8 You may not use the RedKnot Platform for any purpose other than to obtain or provide Travel Services in accordance with these Terms and all other applicable laws and regulations.

## **3 RedKnot Access**

3.1 In order to access and use the RedKnot platform you must register and obtain a RedKnot ID to allow you to access and use the RedKnot Services in accordance with these Terms. You can register for a RedKnot ID using either an email address or third-party authentication services made available by

RedKnot. You must provide accurate, complete and up to date information during the registration process for your RedKnot ID. You must also keep the information associated with your RedKnot ID up to date at all times.

- 3.2 You may not register for more than one RedKnot ID or register for an account on behalf of a business or other legal entity unless specifically authorized to do so by RedKnot.
- 3.3 By seeking to obtain a RedKnot ID, you acknowledge and agree that you will comply with these Terms and any and all laws in your local jurisdiction or any jurisdiction in which you will seek to obtain or provide Travel Services.
- 3.4 In order to be eligible for a RedKnot ID you must be an individual at least 18 years old. RedKnot may in its discretion make access to and use of the RedKnot Platform or certain aspects of the RedKnot Platform or Services contingent on the completion of additional conditions or requirements from time to time. Such conditions or requirements may include the provision of identity documents or the provision of additional checks to verify the background or identity of Users. You acknowledge and agree that RedKnot may use any information provided by you to conduct such background or identity checks.
- 3.5 RedKnot may in its sole discretion cancel or restrict the ability of any person to use a RedKnot ID, the RedKnot Platform or RedKnot Services.
- 3.6 You agree that you will not in any circumstance allow any other person to access or utilize the Services on your behalf or to use or access your RedKnot ID. You are responsible for maintaining the confidentiality and security of your RedKnot ID. You are liable for any and all activities conducted using your RedKnot ID unless such activities were not authorized by you, you took all reasonable steps to protect your RedKnot ID and you were not otherwise negligent. You must notify RedKnot immediately if you have reason to believe that that your RedKnot ID has been compromised or used in a manner unauthorized by you.
- 3.7 The RedKnot Platform may contain links to third-party websites, resources or bookings (**Third-Party Services**). RedKnot is not responsible or liable for the availability or accuracy of such Third-Party Services or the content, products or services available from such Third-Party Services.

## **4 Fees**

- 4.1 In consideration for the RedKnot Services, RedKnot may charge fees to Users (**Service Fees**). Any applicable Service Fees will be displayed to the User responsible for paying the fees at the time of booking or included in the amount displayed to the User at the time of booking. RedKnot reserves the right to alter its Service Fees at any time, provided that such changes will not affect existing bookings confirmed prior to the date of the change.
- 4.2 Users are responsible for paying any Service Fees that they owe to RedKnot. The applicable Service Fees may be deducted from any amount owed by RedKnot to a User in connection with the Travel Services prior to remittance of that amount to the User. Unless otherwise stated Service Fees are

non-refundable.

- 4.3 RedKnot may in its discretion round up or round down payable to or from Users to the nearest dollar, or other supported currency.
- 4.4 RedKnot may market and display Travel Services offered by Ambassadors by reference to the total fees payable for the relevant service, including Service Fees (**Total Cost**).
- 4.5 RedKnot may from time to time make special offers to Ambassadors and Travelers in respect of Travel Services, including in relation to the Service Fees, which may in turn affect the Total Cost. Such offers will be clearly stated and, unless stated otherwise expire 30 days from the date of posting.
- 4.6 RedKnot will collect the Total Cost of the Travel Services from the Traveler prior to the provision of Travel Services and will make remittance of the amount payable to the Ambassador following the conclusion of the Travel Services.

## 5 Guarantees, bookings, modifications and refunds

- 5.1 Bookings made by Users on the Platform may be for a specified period of time (**Service Time**) or for a specified type of service (**Identified Service**)
- 5.2 Users are responsible for any modifications to bookings that they seek to make by the RedKnot Platform or through contact with RedKnot. Users agree to pay additional fees associated with such modifications.
- 5.3 If at the time of booking, the RedKnot Services displayed a 'satisfaction guarantee' or words to the effect that satisfaction is guaranteed, Travelers may at any time until 30 days after the completion of the relevant Travel Services request, and RedKnot will provide, a refund of the Total Cost paid by the Traveler. Where a refund request is made and Travel Services have been provided, RedKnot will pay the Ambassador the amount that would have been paid to the Ambassador had the refund request not been made.
- 5.4 Travelers may cancel a confirmed booking:
  - (a) If at the time of booking, the RedKnot services displayed a 'cancel any time offer', at any time prior to the provision of the relevant Travel Services and receive a full refund.
  - (b) In all other circumstances, Travelers may cancel a confirmed booking:
    - (i) at any time prior to 7 Days before the commencement of the relevant Travel Services begin and receive a full refund less any relevant Service Fees; or
    - (ii) At any time within 7 days but more than 24 hours prior to the commencement of the Travel Services and receive a 50% refund less any relevant Service Fees.
- 5.5 If an Ambassador cancels a confirmed booking, the affected Traveler will have the option of:
  - (a) Receiving a full refund;

- (b) Credit to be applied to a new booking at a different date or in a different location; or
- (c) If possible, the provision of the originally planned Travel Services by an alternative Ambassador.

5.6 RedKnot retains the right to recover the costs of any refund from the User responsible for the cancellation of the Travel Services.

5.7 Travel Services are intended to be flexible and adaptable to changing circumstances. For this reason, adverse weather, the unavailability of particular activities or attractions or a failure to complete a proposed itinerary will not generally justify or require a refund for or modification of the Travel Services other than in the circumstances set out in 5.3 above, where a particular service was an Identified Service at the time of booking or otherwise in accordance with these Terms.

5.8 In certain circumstances RedKnot may decide in its sole discretion that is necessary to cancel a booking. In such circumstances RedKnot will initiate refunds to all Users affected by the cancellation, unless the User was in RedKnot's reasonable opinion responsible for the requirement to cancel the Travel Services.

## **6 Ratings and Reviews**

6.1 After the completion of Travel Services, RedKnot may in its discretion seek feedback, reviews and ratings from all Users (Travelers and Ambassadors) involved in the Travel Services. Ratings and reviews reflect the opinions of Users and do not reflect RedKnot's views. RedKnot does not guarantee the accuracy of ratings and reviews and will not verify them for accuracy.

6.2 Information submitted in the process of rating and reviewing other Users must be accurate, reasonable and not contain any offensive or defamatory language. Users must not seek to manipulate the ratings and review system in any way.

6.3 Ratings and reviews, as well as data regarding Travel Services provided by a User or a User's actions on the RedKnot Platform may be published in connection with a User's RedKnot ID or otherwise in connection with the RedKnot Platform at RedKnot's discretion.

## **7 Additional terms for Travelers**

7.1 Subject to obtaining a RedKnot ID and any further requirements that RedKnot may specify from time to time (such as identity verification) you can search and request to book Travel Services using the RedKnot Platform.

7.2 You acknowledge and agree that Ambassadors are in many circumstances not professional travel guides and may not be a licensed or qualified tour guide. Ambassadors are individuals who reside in and have knowledge of an area and are willing to share their experience and provide Travel Services.

7.3 At the time of requesting to book Travel Services, you will be presented with the Total Cost payable for the requested services. You agree that if you make a booking and that booking is confirmed, you will pay the Total Cost for any booking made in connection with your RedKnot ID.

- 7.4 Upon receipt of a confirmation from RedKnot, a legally binding agreement is formed between you and the Ambassador selected, subject to any additional terms and conditions that may apply to the particularly booking of which you will be notified prior to confirmation. RedKnot will collect the Total Cost at the time of the booking or confirmation.
- 7.5 You may book Travel Services for you and additional guests. You may not bring additional individuals on Travel Services unless such additional guests were added to the reservation on the RedKnot Platform. If additional guests are to accompany you on the Travel Services, you must inform your Ambassador as soon as possible and prior to the commencement of the Travel Services. Any additional guests added to a booking for Travel Services after the initial confirmation may incur additional fees.
- 7.6 If you book Travel Services for additional guests, you are required to ensure that every guest meets the requirements of the Ambassador, including the maximum number of guests set for each Travel Service. If you book Travel Services for or on behalf of a minor, you are warrant that you are legally authorized to act on behalf of the minor and that you will be responsible for the minor at all times. Minors may not participate in Travel Services unless accompanied by an adult.
- 7.7 You are responsible for determining whether the Travel Services, or any part thereof, are suitable for you or any additional guests on whose behalf you are booking. At your sole discretion you may inform your Ambassador of any circumstance, including medical conditions, that may impact your ability to participate in the Travel Services. You are under no obligation at any time to continue to complete the Travel Services if you do not wish to do so. You are responsible for identifying, understanding and complying with all laws and regulations that apply to your participation in the Travel Services.
- 7.8 You acknowledge and agree that during the course of the Travel Services you must not engage in or seek to solicit any conduct that is contrary to any applicable laws, regulations or cultural standards of conduct. You further acknowledge and agree that you will not seek to involve your Ambassador in any such conduct.
- 7.9 You may terminate the Travel Services at any time should you reasonably believe that the Ambassador's conduct or the ongoing provision of Travel Services is:
- (a) dangerous to you or any other person;
  - (b) contrary to applicable laws or regulations or may expose you or the Ambassador to a risk of liability for breach of laws or regulations;
  - (c) contrary to these Terms;
  - (d) otherwise offensive by reference to community standards; or
  - (e) outside of the agreed scope of the Travel Services.
- 7.10 You acknowledge and agree that Ambassadors may terminate the Travel Services at any time should they reasonably believe that your conduct is:

- (a) dangerous to the Ambassador, you or any other person;
- (b) contrary to applicable laws or regulations or may expose the Ambassador to a risk of liability for breach of laws or regulations; or
- (c) otherwise offensive by reference to community standards.

7.11 In circumstances where Travel Services are terminated for any reason, you may request that the Ambassador return you to your accommodation if reasonable or alternatively to a location from where you can access alternative transport services.

## **8 Additional terms for Ambassadors**

- 8.1 In order to provide Travel Services, you must nominate particular days and times at which you are available to offer such services (**Availability Calendar**). You are required to keep your Availability Calendar up to date at all times.
- 8.2 If you offer Travel Services as an Ambassador, you acknowledge and agree that your use of the RedKnot Services to provide Travel Services to Users creates a direct business relationship between you and the User. Your relationship with RedKnot is limited to being an independent, third-party contractor and not an employee, agent, joint venture or partner for any reason or in any circumstance. You act exclusively on your own behalf and for your own benefit.
- 8.3 You acknowledge and agree that you will not in any circumstance:
- (a) Request or seek any payment from Travelers other than in accordance with these Terms; and
  - (b) Seek to provide Travel Services to Users of the RedKnot Platform other than through the RedKnot Platform.
- 8.4 You acknowledge and agree that you have complete discretion whether to provide Travel Services or otherwise engage in other business or employment activities. You acknowledge and agree that you shall have sole responsibility for any obligations or liabilities to Users or third parties that arise from the provision of Travel Services. RedKnot is not responsible or liable for the actions or inactions of a User in relation to you, your activities or vehicle. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding the Travel Services and any acts or omissions of a User or third party.
- 8.5 RedKnot will seek where possible to provide you with assistance in relation to your obligations in providing Travel Services, including assistance in obtaining insurance, however, you acknowledge and agree that you remain solely responsible for identifying, understanding and complying with all obligations, laws, rules and regulations that apply to Travel Services. You are solely responsible for identifying and obtaining any required licenses, permits or registrations for any Travel Services you offer and for declining to offer Travel Services that are prohibited by local regulations. If you have questions about local laws, you should always seek independent legal advice.
- 8.6 You acknowledge and agree that during the provision of Travel Services arranged by a User, you will

not engage in tasks unrelated to the Travel Services, or provide Travel Services to individuals unrelated to the User who made the booking, unless specifically consented to by the original user. You acknowledge and agree that tasks unrelated to the Travel Services includes but is not limited to the use of a mobile phone for personal tasks unrelated to the Travel Services and any diversion not related to the Travel Services.

- 8.7 When creating your profile, you must ensure that all information is complete and accurate and disclose any restrictions on the Travel Services you are able to offer. Pictures or videos provided to you in relation to the RedKnot Services must be accurate and up to date.
- 8.8 The placement and ranking of Ambassadors on the RedKnot Platform may vary and depend on a variety of factors. RedKnot makes not guarantees as to how your profile and Travel Services shall be displayed to Users. RedKnot will in good faith seek to make any changes requested by you to your profile.
- 8.9 When you accept or confirm a trip booking, you are entering into a legally binding agreement with the Traveler and are required to provide the Travel Services to the Traveler as described in the request. You also agree to pay any applicable Service Fees and Taxes.
- 8.10 RedKnot requires that you hold third party insurance at all times when providing Travel Services. RedKnot recommends that Ambassadors consider any further insurance that might be relevant to the Travel Services offered. RedKnot does not guarantee and does not indemnify you against expenses incurred in respect of the Travel Services.
- 8.11 All Travel Services must be offered in accordance with these Terms.
- 8.12 RedKnot will set the price or price range for Travel Services offered in your Territory (**Service Price**) based on a variety of considerations. If a price range is set, you may elect to offer Travel Services within that price range. Once a booking is made you may not request that a User pay any additional amount for the Travel Services other than payments for Ancillary Expenses (defined below).
- 8.13 You may receive tips or gratuities at the discretion of the Traveler either through the RedKnot Platform or directly. You may not request or solicit any tips or gratuities and tipping is entirely at the discretion of the Traveler.
- 8.14 From time to time, RedKnot may designate a minimum service price per hour (**Base Rate**) for Travel Services offered in your Territory and provide notice to you of this Base Rate. If a Traveler requests to book Travel Services at a price where, after the subtraction of Service Fees, the amount payable for the Travel Services is above the Base Rate and at a time when your Availability Calendar shows that you are available, you must confirm the booking as soon as possible and in any event **no more than 18 hours** from the time that the booking is made. Repeated failure to provide services in circumstances where the Base Rate is met, and your Availability Calendar shows that you are available may affect your rating within the RedKnot Platform result in your suspension from the RedKnot Platform.
- 8.15 If you are requested to offer Travel Services at a rate that is below the Base Rate or at a time where



your Availability Calendar shows that you are not available, you must notify RedKnot within **24 hours** of your ability to offer the Travel Services. Failure to provide the requested Travel Services in such circumstance will not affect your rating or status in the RedKnot Platform.

- 8.16 Payments for Travel Services you provide will be transmitted to you on a fortnightly basis, following the provision of the Travel Services. RedKnot may, in its discretion, deduct from the amount payable to you any amounts owed to RedKnot in accordance with these Terms.
- 8.17 You acknowledge and agree that Travelers may terminate the Travel Services at any time should they reasonably believe that your conduct or ongoing provision of the Travel Services is:
- (a) dangerous to the Traveler, you, or any other person;
  - (b) contrary to applicable laws or regulations or may expose the Traveler or you to a risk of liability for breach of laws or regulations;
  - (c) otherwise offensive by reference to community standards; or
  - (d) contrary to the agreed scope of the Travel Services.
- 8.18 You must terminate the Travel Services if at any time you reasonably believe that the Traveler's conduct or the ongoing provision of Travel Services is:
- (a) is dangerous to you or any other person;
  - (b) contrary to applicable laws or regulations or may expose the Ambassador to a risk of liability for breach of laws or regulations; or
  - (c) otherwise offensive by reference to community standards.
- 8.19 In circumstances where Travel Services are terminated for any reason, you must return Traveler(s) and their guests to their accommodation if reasonable or alternatively to a location from where you can access alternative accommodation or transport services.
- 8.20 If you cancel a confirmed reservation, other than in accordance with 8.17 or 8.18 above, RedKnot may in its discretion publish a notification of this fact on your profile; prevent you from receiving alternative bookings on the date for the canceled Travel Services and impose a cancellation fee, unless you provide a valid reason for cancelling the reservation.

## 9 Ancillary Expenses

- 9.1 In respect of expenses incurred in the course of the provision of Travel Services (**Ancillary Expenses**):
- (a) Additional time beyond the Service Time set for the booking shall be charged at a pro-rata hourly rate based on the Service Price, beginning at one hour after the scheduled conclusion time of the booking;
  - (b) Petrol, gasoline, all other fuel costs, parking fees and toll fees are the sole responsibility of the Ambassador and included in the Service Price provided that the Ambassador may reasonably refuse to engage in activities that would require travel of more than 250 miles.

- (c) Unless otherwise agreed between the Ambassador and the Traveler, the Traveler(s) shall be responsible for:
  - (i) Entry fees for activities, events and locations they attend in connection with the Travel Services; and
  - (ii) All costs associated with food and beverages consumed by them during the Travel Services.
- (d) Unless otherwise agreed between the Ambassador and the Traveler, the Ambassador shall be responsible for:
  - (i) Entry Fees for activities, events and locations they attend in connection with the Travel Services, even if such fees are incurred for the purpose of accompanying a traveller; and
  - (ii) All costs associated with food and beverages consumed by them during the Travel Services.

9.2 At the Traveler's discretion and where provision for this service is provided by RedKnot, an Ambassador may incur expenses listed in 6.1(c) or 6.1(d) and seek reimbursement for such fees from the Traveler through the RedKnot Platform. Such expenses will be the responsibility of the Traveler and RedKnot will facilitate the payment of such expenses. Expenses ought to be reimbursed must not be incurred by the Ambassador on behalf of a Traveler without the Traveler's prior consent recorded through the RedKnot Platform.

## 10 Taxes

- 10.1 Users are responsible for determining their obligations to report any applicable taxes or government fees (**Taxes**) in connection with the Travel Services.
- 10.2 Tax regulations may require us to collect appropriate tax information from Ambassadors or to withhold Taxes from payouts to Ambassadors. RedKnot reserves the right to withhold payments if required to comply with regulations relating to Taxes.
- 10.3 RedKnot may in its sole discretion elect to facilitate the collection and remittance of Taxes on behalf of Users in accordance with these Terms.

## 11 Content

- 11.1 RedKnot may provide facility for Users to directly or indirectly upload content onto the RedKnot Platform (**User Content**). Such User Content and other content generated by RedKnot may at RedKnot's sole discretion be made available on the RedKnot Platform to other Users.
- 11.2 Users may provide photos or videos to RedKnot featuring other Users. You agree that, where such photos or videos are provided to RedKnot, RedKnot may use such images indefinitely and for any purpose associated with the RedKnot Platform.
- 11.3 To promote the RedKnot Platform and to increase the exposure of Travel Services to potential

Travelers, User Content may be displayed on the RedKnot Platform or other websites, applications, advertisements, emails and other online or offline mediums. User Content may be translated into other languages or edited by RedKnot and Users are responsible for verifying the accuracy of such modifications.

- 11.4 The RedKnot Platform and content related to the RedKnot may in whole or in part be protected by copyright, trademark or other laws. You acknowledge and agree that the RedKnot Platform and all associated intellectual property rights are the exclusive property of RedKnot. You will not use or copy in anyway content hosted on the RedKnot Platform or made accessible to you in connection with the RedKnot Services except to the extent that you are the legal owner of User content, as required for the provision of Travel Services or as expressly permitted by RedKnot. No licenses or rights are granted to you by implication or otherwise in respect of property rights owned by RedKnot or other Users except as expressly granted in these Terms.
- 11.5 Subject to your compliance with these Terms, RedKnot grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the RedKnot Platform and to access all content hosted on it solely for your personal use.
- 11.6 By creating, uploading, posting, sending, receiving, storing or otherwise making available for use on the RedKnot Platform any User Content, you grant RedKnot a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to such Member Content to use and exploit in anyway and in any media or platform. To the extent that such content contains personal information, it will only be used if such use complies with applicable privacy and data protection laws and with any privacy policy published by RedKnot from time to time. Unless you provide specific consent, RedKnot does not claim or hold any ownership rights in any content or Member Content that you create and nothing in these terms will be deemed to restrict any rights that you have to use or exploit your content.
- 11.7 You are the sole owner of any User Content that you make available on or through the RedKnot Platform. You represent and warrant to RedKnot that you have all rights required to publish such User Content and that your use of the User Content will not violate any rights of another person or any law or regulation.
- 11.8 You must not post, upload, publish or submit any content that is:
- (a) Fraudulent, false or misleading in anyway
  - (b) Defamatory, obscene or offensive
  - (c) Promotes discrimination, racism, harassment or harm against any individual or group
  - (d) Is violent or promotes violence
  - (e) Promise illegal or harmful activities or substances

RedKnot reserves the right to remove any content that violates these standards or that RedKnot deems to be harmful or otherwise objectionable and to disable any associated RedKnot ID.

## 12 Prohibited activities

- 12.1 Users are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to the use of the RedKnot Services. In connection with your use of the RedKnot Services, you agree that you will not and will not assist or enable others to:
- (a) breach or circumvent these Terms or any applicable laws or regulations, or agreements with third parties;
  - (b) use the RedKnot Platform, the RedKnot Services or any User Content for any purpose not expressly permitted by these Terms or in a manner that implies RedKnot endorsement or partnership unless specifically approved by RedKnot in writing;
  - (c) access or store information contained on the RedKnot platform in a manner contrary to any privacy policy published by RedKnot;
  - (d) use the RedKnot Platform or services to provide or market services unrelated to the RedKnot Platform and RedKnot Services, including for the purpose of avoiding Service Fees;
  - (e) use the RedKnot platform for any commercial or private purpose unrelated to the provision or receipt of Travel Services;
  - (f) make or receive a booking for Travel Services on behalf of a third party unless specifically approved by RedKnot in writing;
  - (g) request, accept or make any payment other than in respect of Travel Services marketed or provided in connection with the RedKnot Platform;
  - (h) discriminate against or harass anyone on the basis of race, religion, national or ethnic origin, gender, gender expression or identity, sexual orientation physical appearance, disability, medical condition, marital status, age, political opinions or otherwise engage in any harmful, abusive, violent or disruptive behavior;
  - (i) harm, dilute or tarnish the reputation of RedKnot, including by seeking to interfere with RedKnot's intellectual property;
  - (j) use any means or processes to access, collect data or otherwise interact with the RedKnot Platform other than for the purposes of utilizing the RedKnot Services in accordance with these Terms
  - (k) avoid, circumvent or impair any technological measure implemented by RedKnot or any other party to protect the RedKnot Platform;
  - (l) reverse engineer, decipher or disassemble any element of the RedKnot Platform;
  - (m) take any action that damages or adversely affects, or could damage adversely affect RedKnot, the RedKnot Platform or any other User.
  - (n) violate or infringe on anyone's rights or otherwise cause harm to anyone.
- 12.2 You acknowledge and agree that RedKnot is not responsible for any actions undertaken in breach of the provisions of 12.1 above and that you will hold RedKnot harmless from any liability for such

conduct.

- 12.3 You acknowledge and agree that RedKnot has no obligation to monitor the access or use of the RedKnot Platform or to review any User Content, but has the right to do so for the purpose of operating the RedKnot Platform and to ensure compliance with these Terms. You agree to cooperate and assist RedKnot, to take all actions reasonably requested by RedKnot and to provide all information requested by RedKnot in respect of the use of the RedKnot Platform.
- 12.4 If you consider that another User or person has acted in any way that is contrary to these Terms or otherwise inappropriately through or in relation to the RedKnot Platform or RedKnot Services, you should immediately report this to RedKnot and any appropriate authorities. You acknowledge and agree that any report you make to RedKnot will not oblige us to take any action other than as required by law.

## **13 General provisions, term and termination**

- 13.1 Your Agreement to these Terms shall be effective for a period of one month from the date to which it is agreed, at the end of the term of the Agreement, your agreement to the Terms shall renew automatically and continuously for subsequent one month periods until such time as when you or RedKnot terminate the Agreement or replace these Terms.
- 13.2 You may terminate this Agreement at any time by sending an email to [bridges@goredknot.com](mailto:bridges@goredknot.com). If you terminate this Agreement your RedKnot ID will be cancelled. Your termination of this Agreement will result in the immediate cancellation of any bookings you have made or received.
- 13.3 RedKnot may, without limiting its other rights, terminate the Agreement for convenience at any time by notice via email to the email address associated with your RedKnot ID. At the time of termination RedKnot may remove or discard any content or data created for the purpose of access to the RedKnot Platform.
- 13.4 Except as supplemented by additional terms, these Terms constitute the entire agreement between you and RedKnot and supersede any and all prior oral or written understandings or agreements between you and RedKnot in relation to the RedKnot Platform or the RedKnot Services.
- 13.5 In these Terms the words "including" and "include" mean "including, but not limited to."
- 13.6 No joint venture, partnership, employment or agency relationship is created between you or any User and RedKnot as a result of the Agreement, these Terms or in connection with your use of the RedKnot Platform or RedKnot Services.
- 13.7 These Terms do not and are not intended to confer any rights or remedies on any person who is not a party to the Agreement.
- 13.8 If any provision of these Terms is held to be invalid or unenforceable, such provision will to the greatest extent possible be severed from the Terms and shall not affect the validity and enforceability of the remaining provisions.

- 13.9 RedKnot's failure to enforce any provision or right under these Terms shall not constitute a waiver. Any exercise of rights under these Terms is without prejudice to other rights or remedies.
- 13.10 You may not assign, transfer or delegate the Agreement and your rights and obligations under these Terms without RedKnot's prior written consent. RedKnot may without restriction assign, transfer or delegate this Agreement and any rights or obligations under this Agreement at its sole discretion with one month's notice. Your right to terminate this Agreement shall not be affected by such assignment.
- 13.11 Unless specified otherwise, all notices in connection with these Terms, including notices required to be provided in writing, shall be provided electronically by email to the address connected to your RedKnot ID or through the RedKnot Platform.

## **14 Liability and indemnity**

- 14.1 Your use of the RedKnot Platform, RedKnot Services and all related content is at your sole risk. The RedKnot Platform and RedKnot Services are provided 'as is' without any warranty of any kind, either express or implied. You agree that you have had all necessary opportunity to investigate the RedKnot Services, laws, rules and regulations that may be applicable to your use of the RedKnot Services and that you are not relying on any statement made by RedKnot in relation to the RedKnot Services.
- 14.2 You agree that some activities undertaken in connection with your use of the RedKnot Services may carry inherent risk and that you choose to assume those risks voluntarily.
- 14.3 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the RedKnot Platform, RedKnot Services, any associated content and any related activities remains with you. Neither RedKnot nor any other party involved in providing the RedKnot Services 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 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 to the RedKnot Platform, RedKnot Services, any associated content and any related activities, regardless of the basis of such a claim or whether RedKnot has been informed of the claim.
- 14.4 Except for our obligations as set forth in these Terms, RedKnot's liability for the use of the RedKnot Platform, RedKnot Services, any associated content and any related activities is limited to the amount paid or owed for bookings made in connection with the RedKnot Platform in the preceding 6 month period or \$100 if no such payments have been made.
- 14.5 The limits on liability set out above are fundamental elements of the Agreement between RedKnot and you. If any such disclaimer is impermissible under applicable law, the remaining limitations continue to the maximum extent possible.
- 14.6 To the maximum extent permitted by applicable law, you agree to release, defend indemnify and

hold RedKnot and its related parties, their officers, directors, employees and agents harmless from any claims, liabilities, damages, losses and expenses, including legal fees, arising out of or in any way connected with your use of the RedKnot Services or RedKnot Platform and any breach of any laws, regulations or third party rights by you.

## **15 Dispute resolution and arbitration agreement**

15.1 You and RedKnot mutually agree that any dispute, controversy or claim arising out of or relating to these Terms, the breach thereof, or otherwise arising in relation to the RedKnot Services shall be resolved by:

- (a) An informal negotiation between RedKnot and the affected party; or
- (b) A binding arbitration administered by the American Arbitration Association using its Consumer Arbitration Rules.

15.2 Prior to any arbitration you and RedKnot agree to notify the other party of the dispute and attempt to negotiate an informal resolution.

15.3 If there is a dispute as to the enforceability or applicability of this arbitration agreement, that will be determined by the arbitrator.

15.4 The following matters are excluded from this arbitration agreement:

- (a) Claims relating to breaches of intellectual property rights
- (b) Claims seeking injunctive relief based on exigent circumstances

15.5 This arbitration agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation of this clause.

15.6 You and RedKnot agree to waive the right to a trial by jury

15.7 You and RedKnot agree that to the maximum extent permitted, each party waives the right to participate as a plaintiff or class member in any class action lawsuit, arbitration or other representative proceeding.

- (a) by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **16 Applicable law and jurisdiction**

16.1 These Terms are to be interpreted in accordance with the laws of the State of California, without regard to conflict-of-law provisions. Any judicial proceedings must be brought in state or federal court in San Francisco California. You and RedKnot consent to venue and personal jurisdiction in San Francisco California.

16.2 Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in San

Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

### **17 Feedback and questions**

17.1 If you have any questions or feedback about these terms, please email us at [bridges@goredknot.com](mailto:bridges@goredknot.com)