

TRYTN Terms of Service

AGREEMENT BETWEEN CUSTOMER AND TRYTN, INC.

Welcome to the TRYTN.com website (the Site). This Site is provided solely to assist customers in gathering product and service information, determining the availability of product and service-related goods and services, making legitimate Bookings or otherwise transacting business with product and service suppliers, and for no other purposes. The terms “we”, “us”, “our” and “TRYTN” refer to TRYTN, Inc., a Delaware based Corporation. The term “you” refers to the customer visiting the Site and/or Booking a Booking through us on this Site, or through our customer service agents.

You acknowledge that the Site serves as a venue for the online distribution and publication of user submitted information between service professionals and Service Users, and, by using, visiting, registering for, and/or otherwise participating in this Website, including the Services presented, promoted, and displayed on the Website, and by clicking on “I have read and agree to the terms of use”, you hereby certify that: (1) you are either a service professional or a prospective Service User, (2) you have the authority to enter into these Terms of Use, (3) you authorize the transfer of payment for Services requested through the use of the Website, and (4) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you should not click to affirm your acceptance thereof, in which case you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating in this Website immediately.

All references to “you” or “your”, as applicable, mean the person that accesses, uses, and/or participates in the Website in any manner. If you use the Website or open an Account (as defined below) on behalf of a business, you represent and warrant that you have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business and “you” and “your” herein shall refer to that business.

1. MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY

TRYTN reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein, at any time, and TRYTN will post notice of the changes and the amended Terms of Use on the TRYTN.com website link to terms, and/or may communicate the amendments through any method of written contact that TRYTN has established with you. It is your responsibility to review the Terms of Use for any changes. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website

This Site is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the “Agreement”). By accessing or using this Site in any manner, you agree to be bound by the Agreement. To the extent you purchase any goods, book any travel products or services on this Site you agree that this Agreement shall apply to all such transactions. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Site or make Bookings through this Site. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Site signifies your acceptance of the updated or modified Agreement.

THE SITE SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH PROVIDERS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR PRODUCTS AND SERVICES (DEFINED BELOW) AND GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK PRODUCTS AND SERVICES. YOU UNDERSTAND AND AGREE THAT TRYTN IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN PROVIDERS AND GUESTS, NOR IS TRYTN A PROPERTY BROKER, AGENT OR INSURER. TRYTN HAS NO CONTROL OVER THE CONDUCT OF PROVIDERS, GUESTS AND OTHER USERS OF THE SITE OR ANY PRODUCTS AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

TERMS:

- **“TRYTN Content”** means all Content that TRYTN makes available through the Site, including any Content licensed from a third party, but excluding Member Content.
- **“Booking”** means any request for a reservation of a Product and Service via the Site.
- **“Collective Content”** means Member Content and TRYTN Content.
- **“Content”** means text, graphics, images, music, software, audio, video, information or other materials.
- **“Guest”** means a User or member who requests a Booking of a Product and Service via the Site.
- **“Listing”** means a Product or Service that is listed by a Provider as available for rental or Booking via the Site.
- **“Member”** means a person who completes TRYTN’s account registration process, including, but not limited to Providers 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.
- **“Product and Service”** means any object available for rent or any activity or service available for Booking
- **“Provider”** means a Member who creates a Listing via the Site and or provides a Product and Service.

- **“Tax” or “Taxes”** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.
- **“Fees”** mean any additional fees associated with a transaction that are set by TRYTN. These fees may be, but are not limited to, seller and buyer fees.

Certain areas of the Site (and your access to or use of certain aspects of the Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, or Collective Content.

USE OF THE SITE

As a condition of your use of this Site, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will use this Site in accordance with this Agreement; (iv) you will only use this Site to make legitimate Bookings for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the terms and conditions that apply to the Bookings you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on this Site is true, accurate, current and complete, and (vii) if you have an TRYTN account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Site and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

PROHIBITED ACTIVITIES

The content and information on this Site (including, but not limited to, price and availability of services), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for personal use related to services booked through this Site, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information, software, products, or services obtained from or through this Site. Additionally, you agree not to:

1. use this Site or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent Booking or any Booking in anticipation of demand;
3. access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;

4. violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep-link to any portion of this Site (including, without limitation, the purchase path for any services) for any purpose without our express written permission; or
7. “frame”, “mirror” or otherwise incorporate any part of this Site into any other website without our prior written authorization.

HOW THE SITE WORKS

The Site can be used to facilitate the listing and Booking of Products and Services. Such Products and Services are included in Listings on the Site by Providers. You may view Listings as an unregistered visitor to the Site.

As stated above, TRYTN makes available a platform or marketplace with related technology for Guests and Providers to meet online and arrange for Bookings of Product and Services. TRYTN is not an owner or operator of rental property, including, but not limited to, boats, equipment, nor is it a provider of activities, classes or tours, and TRYTN does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control Products and Services, including, but not limited to, boats or equipment or transportation or travel services. TRYTN’s responsibilities are limited to: (i) facilitating the availability of the Site and (ii) serving as the limited agent of each Provider for the purpose of accepting payments from Guests on behalf of the Provider.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE IS INTENDED TO BE USED TO FACILITATE THE BOOKING OF PRODUCTS AND SERVICES. TRYTN CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY PRODUCT AND SERVICES. TRYTN IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND PRODUCTS AND SERVICES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE GUEST’S OWN RISK.

ACCOUNT REGISTRATION

In order to access certain features of the Site, and create a Listing, you must register to create an account (TRYTN Account) and become a Member. You may register to join the Services directly via the Site.

We will create your TRYTN Account and your TRYTN Account profile page for your use of the Site based upon the personal information you provide to us. You may not have more than one (1) active TRYTN Account for each unique business. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. TRYTN reserves the right to suspend or terminate your TRYTN Account and your access to the Site if any information provided during the registration process or thereafter proves to be

inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your TRYTN Account, whether or not you have authorized such activities or actions. You will immediately notify TRYTN of any unauthorized use of your TRYTN Account.

PRODUCT AND SERVICE LISTINGS

As a Member, you may create Listings. To this end, you will be asked a variety of questions about the Product and Service to be listed, including, but not limited to, the location, capacity, features, availability of the Product and Service and pricing and related rules and financial terms. Listings will be made publicly available via the Site. Other users will be able to book and order your Product and/or Service via the Site based upon the information provided in your Listing. You understand and agree that once a Guest requests a Booking of your Product and Service, the price for such Booking may not be altered.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the Booking of a Product and Service in a Listing you post (i) will not breach any agreements you 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 Product and Service included in a Listing you post, including, but not limited to, zoning laws and laws governing rentals properties and classes and activities and (b) not conflict with the rights of third parties. Please note that TRYTN assumes no responsibility for a Provider's compliance with any applicable laws, rules and regulations. TRYTN reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that TRYTN, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site.

You understand and agree that TRYTN does not act as an insurer or as a contracting agent for you as a Provider. If a Guest requests a Booking of your Product and Service and uses your Product and Service, any agreement you enter into with such Guest is between you and the Guest and TRYTN is not a party thereto. Notwithstanding the foregoing, TRYTN serves as the limited authorized agent of the Provider for the purpose of accepting payments from Guests on behalf of the Provider and is responsible for transmitting such payments to the Provider.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a Booking of your Product and Service, including, but not limited to, requiring Members to have a certain qualifications or certifications, in order to book your Product and Service. Any Member wishing to book a Product and Service included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the Provider section of the Site.

If you are a Provider, TRYTN makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for Booking for your Product and Service. You acknowledge and agree that, as a Provider, you are responsible for your 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 Product and Service at your request or invitation, excluding the Guest (and the individuals the Guest invites to the Product and Service, if applicable.)

TRYTN recommends that Providers obtain appropriate insurance for their Product and Service. Please review any insurance policy that you may have for your Product and Service carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to the Product and Service, if applicable) while at using the Product and Service.

NO ENDORSEMENT

TRYTN does not endorse any Members or any Product and Service. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Site. TRYTN will not be responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, you agree that any legal remedy or liability that you 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 you harm and you agree not to attempt to impose liability on, or seek any legal remedy from TRYTN with respect to such actions or omissions. This limitation shall not apply to any claim by a Provider against TRYTN regarding the remittance of payments received from a Guest by TRYTN on behalf of a Provider, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

BOOKINGS AND FINANCIAL TERMS

Bookings and Financial Terms for Providers

If you are a Provider and a Booking is requested for your Product and Service via the Site, you will be required to honor the Booking after purchase. An event with an associated time and date will become unavailable to purchase within two hours of when the Booking is scheduled to take place. (as determined by TRYTN in its sole discretion). When a Booking requested by a Guest is confirmed, TRYTN will send you an email, text message or message confirming such Booking, depending on the selections you make via the Site.

Account Notifications for TRYTN Members

1. TRYTN Members have the option to receive account notifications via SMS. This service is offered to Members who have opted-in to receive SMS updates. Messages to Members may include, but are not limited to, notifications of new purchases, confirmed changes to existing transactions, requests to modify a Booking, and/or Provider assignment of a Booking to one of its Members.
2. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
3. If you are experiencing issues with the messaging program, you can reply with the keyword HELP for more assistance, or you can email support@TRYTN.com to get help directly.
4. Carriers as well as TRYTN are not liable for delayed or undelivered messages
5. As always, message and data rates may apply for any messages sent to you from us and to us from you. Members will receive account notification messages as frequently as they have selected via the Site. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
6. If you have any questions regarding privacy, please read our privacy policy: <https://www.trytn.com/privacy-policy/>

The fees displayed in each Listing are comprised of the Product and Service Fees (defined below) and the Guest Fees (defined below.) Where applicable, Taxes may be charged in addition to the Product and Service Fees and Guest Fees. The Product and Service Fees, the Guest Fees and applicable Taxes are collectively referred to in these Terms as the "Total Fees". The amounts due and payable by a Guest solely relating to a Provider's Product and Service are the Product and Service Fees. Please note that it is the Provider and not TRYTN that determines the "Product and Service Fees". The Product and Service Fee may include a cleaning fee, at the Provider's discretion.

TRYTN charges a fee to Guests based upon a percentage of applicable Product and Service Fees that are the "Guest Fees". The Guest Fees are added to the Product and Service Fees to calculate the Total Fees (which will also include applicable Taxes) displayed in the applicable Listing. TRYTN will collect the Total Fees at the time of Booking confirmation (i.e. when the Provider confirms the Booking within 24 hours of the Booking request) and will initiate payment of the Product and Service Fees (less TRYTN's Provider Fees (defined below)) to the Provider within 24 hours of when the Guest uses the Product and Service (except to the extent that a refund is due to the Guest).

Appointment of TRYTN as Payment Agent for Provider

Each Provider hereby appoints TRYTN as the Provider's limited agent solely for the purpose of collecting payments made by Guests on behalf of the Provider. Each Provider agrees that payment made by a Guest to TRYTN shall be considered the same as a payment made directly to the Provider and the Provider will make the Product and Service available to Guest in the agreed upon manner as if the Provider has received the Product and Service Fees. Each Provider agrees that, TRYTN may, in accordance with the cancellation policy selected by the Provider and reflected in the relevant Listing, (i) permit the Guest to cancel the Booking and (ii) refund to the Guest that portion of the Product and Service Fees specified in the applicable cancellation policy. In accepting appointment as the limited authorized agent of the Provider, TRYTN assumes no liability for any acts or omissions of the Provider.

Please note that TRYTN does not currently charge fees for the creation of Listings. However, you acknowledge and agree that TRYTN reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that TRYTN will provide notice of any fee changes with advance notice through the Site or through direct communication such as e-mail.

Bookings and Financial Terms for Guests

The Providers, not TRYTN, are solely responsible for honoring any confirmed Bookings and making available any Product and Services reserved through the Site. If you, as a Guest, choose to enter into a transaction with a Provider for the Booking of a Product and Service, you agree and understand that you will be required to enter into an agreement with the Provider and you agree to accept any terms, conditions, rules and restrictions associated with such Product and Service imposed by the Provider. You acknowledge and agree that you, and not TRYTN, will be responsible for performing the obligations of any such agreements, that TRYTN is not a party to such agreements, and that, with the exception of its payment obligations hereunder, TRYTN disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that TRYTN is not a party to the agreement between you and the Provider, TRYTN acts as the Provider's payment agent for the limited purpose of accepting payments from you on behalf of the Provider. Upon your payment of amounts to TRYTN that are due to the Provider, your payment obligation to the Provider for such amounts is extinguished, and TRYTN is responsible for remitting such amounts, less TRYTN's Provider Fees, to the Provider. In the event that TRYTN does not remit any such amounts to a Provider, such Provider will have recourse only against TRYTN.

Listings for Product and Services will specify the Total Fees. If a requested Booking is cancelled, any amounts collected by TRYTN will be refunded to such Guest, depending on the selections the Guest makes via the Site, and any pre-authorization of such Guest's credit card will be released, if applicable.

You agree to pay TRYTN for the Total Fees for any Booking requested. In order to establish a Booking pending the applicable Provider's confirmation of your requested Booking, you understand and agree that TRYTN, on behalf of the Provider, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound) to verify your credit card. Once TRYTN receives confirmation of your Booking from the applicable Provider, TRYTN will collect the Total Fees in accordance with the terms and conditions of these Terms and the pricing terms set forth in the applicable Listing. Please note that TRYTN cannot control any fees that may be charged to a Guest by his or her bank related to TRYTN's collection of the Total Fees, and TRYTN disclaims all liability in this regard.

In connection with your requested Booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to TRYTN or its third party payment processor. You authorize TRYTN to send instructions to the financial institution that issued your card to take payments from your card account in accordance with the terms and conditions of this agreement.

You agree to pay TRYTN for any confirmed Bookings in accordance with these Terms by the methods described on the Site— e.g. PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the Booking, either directly by TRYTN or indirectly, via a third party online payment processor or by one of the payment methods described on the Site. You also authorize TRYTN to charge your credit card in the event of damage caused at a Product and Service as contemplated under Damage to Product and Services below and for Security Deposits, if applicable. If you are directed to TRYTN's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed Booking transaction is complete you will receive a confirmation email summarizing your confirmed Booking.

Service Fees

In consideration for providing the Services, TRYTN may collect service fees from Providers and Guests ("Service Fees"). Service Fees are made up of two (2) components: (i) Guest Fees and (ii) a fee that is charged to the Provider based upon a percentage of the amount of the Product and Service Fees ("Provider Fees"). Where applicable, Taxes may also be charged in addition to the Provider Fees. Provider Fees are deducted from the Product and Service Fees before remitting the Product and Service Fees to the Provider, within 24 hours of when the Guest arrives at the applicable Product and Service. Guest Fees are, as noted above, included in the Total Fees.

Balances will be remitted by TRYTN to Providers via check, PayPal, direct deposit or other payment methods described on the Site, in the Provider's currency of choice, depending upon the selections the Provider makes via the Site. Please note that for any payments by TRYTN in currencies other than U.S. dollars, TRYTN may deduct foreign currency processing costs from such payments. More information on foreign currency processing cost deductions will be available via the Site. Except as otherwise provided herein, Service Fees are non-refundable.

GENERAL BOOKING AND FINANCIAL TERMS

Cancellations and Refunds

If, as a Guest, you cancel your requested Booking before the requested Booking is confirmed by a Provider, TRYTN will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested Booking within a commercially reasonable time. If, as a Guest, you wish to cancel a confirmed Booking made via the Site, either prior to or after arriving at the Product and Service, the cancellation policy of the Provider contained in the applicable Listing will apply to such cancellation. Our ability to refund the Product and Service Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site.

If a Provider cancels a confirmed Booking made via the Site, (i) TRYTN will refund the Total Fees for such Booking to the applicable Guest within a commercially reasonable time of the cancellation and (ii) the Guest will receive an email or other communication from TRYTN containing alternative Listings and other related information. If the Guest requests a Booking from one of the alternative Listings and the Provider associated with such alternative Listing confirms the Guest's requested Booking, then the Guest agrees to pay TRYTN the Total Fees relating to the confirmed Booking for the Product and Service in the alternative Listing, in accordance with these Terms. If a Provider cancelled a confirmed Booking and you, as a Guest, have not received an email or other communication from TRYTN, please contact TRYTN at <https://www.TRYTN.com/contact>.

Recurring Payments

In some instances, Guests may be required to make recurring, incremental payments toward the Total Fees owed for a confirmed Booking before beginning his or her Booking of the applicable Product and Service (collectively, "Recurring Payments"). More information on Recurring Payments will be made available via the Site, if applicable. If Recurring Payments apply to your payment obligations for Total Fees owed for a confirmed Booking, you authorize TRYTN, on behalf of the Provider, to collect the Total Fees in the increments and at the frequency associated with the applicable Recurring Payments, identified on the Site.

Taxes

IRS regulation, regarding federal tax reporting requirements, stipulates that TRYTN must collect IRS Form W-9 from all property owners in the United States. You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements. TRYTN cannot and does not offer Tax-related advice to any Members of the Site. Additionally, please note that each Provider is responsible for determining local indirect Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in Listings. Where applicable, or based upon request from a Provider, TRYTN may issue a valid VAT invoice to such Provider.

Foreign Currency

As part of the Services, TRYTN provides a feature through which Members may view Total Fees for various Listings in foreign currencies. You understand and agree that these views of Total Fees are for informational purposes only and are not the official Total Fees for the Listings. If you (as a Guest) request a Booking, you will be notified of the currency in which you will be charged together with the corresponding amount of Total Fees. The currency in which you will be charged will be determined by TRYTN based on the payment method you select and the location of the Product and Service in the Listing you are Booking. If the currency in which you will be charged is different from the currency chosen by the Provider to receive payment, TRYTN will be responsible for the required currency conversion processing, including the costs thereof, which will be calculated based on the most current applicable foreign exchange rate that TRYTN has uploaded to the Site as of the date and time that your Booking is confirmed (the Applicable Exchange Rate). You acknowledge that the Applicable Exchange Rate used for currency conversion processing may not be identical to the applicable market rate in effect at the specific time such processing occurs because: (i) although TRYTN updates the Applicable Exchange Rate on a regular basis, it does not update such rate on a real-time basis; and (ii) the Applicable Exchange Rate may include an incremental cost or margin that is not included in the applicable market rate. For the avoidance of doubt, TRYTN will retain any profits (and will bear any losses) that result from such currency conversion processing due to changes in the applicable foreign exchange rate between the date your Booking is confirmed and the date TRYTN makes payment to a Provider.

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 and Content. In connection with your use of our Site, 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, other means or processes to access, “scrape”, “crawl” or “spider” any web pages or other services contained in the Site or Content;
- use the Site 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 or 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, 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 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 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 or collect or store any personally identifiable information about any other user other than for purposes of transacting as an TRYTN Guest or Provider;
- offer, as a Provider, any Product and Services that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Product and Services as a Provider if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Provider, any Product and Service 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;
- contact a Provider for any purpose other than asking a question related to a Booking, such Provider’s Product and Services 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;
- when acting as a Guest or otherwise, recruit or otherwise solicit any Provider or other Member to join third party services or websites that are competitive to TRYTN, without TRYTN’s 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 or otherwise interact with the Site;
- use the Site to find a Provider or Guest and then complete a Booking of a Product and Service transaction independent of the Site in order to circumvent the obligation to pay any Service Fees related to TRYTN’s provision of the Services;
- as a Provider, submit any Listing with a false or misleading price information, or submit any Listing with a price that you do not intend to honor;

- or 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 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, or any individual element within the Site, TRYTN's name, any TRYTN trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without TRYTN's express written consent;
- access, tamper with, or use non-public areas of the Site, TRYTN's computer systems, or the technical delivery systems of TRYTN's providers;
- attempt to probe, scan, or test the vulnerability of any TRYTN system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by TRYTN or any of TRYTN's providers or any other third party (including another user) to protect the Site 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, 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 or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

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TRYTN, Inc.
Attn: TRYTN, Inc.
IP/Trademark Legal Dept., DMCA Complaints
222 2nd Ave S
17th Floor
Nashville TN, 37201

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