

MEMBERSHIP TERMS AND CONDITIONS

Membership Terms and Conditions – THIRDHOME 12.10.20

Updated on 12-10-2020

DEFINITIONS

1. **CLUB:** The THIRDHOME Luxury Property and Travel Club and its active members.
2. **HOST MEMBER:** The THIRDHOME member owning a home that is being visited by a Guest member with a confirmed reservation.
3. **GUEST MEMBER:** The THIRDHOME member who has a confirmed reservation to stay at the home of the Host member
4. **ACTIVE MEMBER:** A member who has been admitted to the club, has paid all fees due, and acts pursuant to the guidelines of club behavior
5. **OPERATIONAL SEASONAL CALENDAR:** The classification of each stay by THIRDHOME as either Off Season, Non Peak, Peak or Super Peak for a home's geographic location, as shown in the THIRDHOME deposit calendar. The numbers of Keys offered varies by season as shown on this calendar.
6. **SEASONALITY:** The predictable annual change in seasons for your specific geographic

location that influence its appeal for vacation travel.

7. **CLUB DEMAND:** The desirability of a given stay based on historical booking behavior and stated interest of our members.
8. **KEYS:** The currency used in the THIRDHOME system. Keys are earned by making deposits of available stays in your home for other members' use.
9. **TIMELESS KEYS:** Keys that never expire
0. **SUPER PEAK STAYS:** Stays that are highly coveted for travel in the club and for which supply normally is well below demand. This will include holidays and special events in select geographies based on historical club demand. And includes non-holiday stays in the most desired locations.
1. **PEAK STAYS:** Stays that are considered the most attractive times for a given geography, such as the best snow periods for a popular ski destination.
2. **NON-PEAK STAYS:** These are sometimes called "shoulder" stays. They are of interest to travelers who are flexible in their travel times. They are not the most sought after periods for a given geography but still can be good for visits.
3. **OFF-SEASON STAYS:** These are stays that are traditionally not desired for travel to a specific geography. Reasons for this include being too hot, not having snow, being rainy season, or not matching a traditional vacation time, etc. These do not earn Keys unless booked by another member.
4. **LAST-MINUTE STAYS:** Stays that are deposited with only a short window for booking until the travel date arrives (90 days; 60 days for select affiliates). These do not earn Keys for the host unless booked by another member. Note that stays deposited with less than 30 days until date of arrival are not eligible for members in Chairman's Club and higher for the 30 day or less Keyless booking benefits.
5. **BUSINESS DAY:** Monday through Friday, not including traditional holidays.
6. **MONETARY CREDIT:** Awarded to members in lieu of cash refunds for any payment made to THIRDHOME. They may only be used towards future exchange fees and/or membership upgrades. They have no cash value and are not transferrable.

As a Host Member and Guest Member of 3RD HOME Limited, doing business as THIRDHOME, you understand, consent and agree to the following terms and, in doing so, you agree to review these Terms and Conditions, and all amendments thereto, each time you deposit and/or book property with THIRDHOME, and in connection therewith, to endorse such amendments as a condition to the continuation of your Membership (for Host Members and Guest Members):

A. THIRDHOME'S ROLE

Members acknowledge that THIRDHOME is in no way acting as an agent to any party, for any

purpose, or as a real estate broker or agent for any property. Instead, **THIRDHOME** provides a database of vacation homes for Members to view, as more fully described in Section B, below. **THIRDHOME** receives nominal fees for its web and customer services, pursuant to the fee schedules, herein.

B. THE KEY PROGRAM

I. MEMBERSHIP

(1) By paying the initiation fees outlined below and as the owner of an accepted property, you then become an approved member of **THIRDHOME**. To become active, members need to deposit at least one non-last minute Key-earning week into the club for other members to use, or otherwise, deposit a last minute week that is booked. This action provides the member with credits in the form of “Keys” that can then be used on available properties in the club.

II. KEYS

(1) As a Member, the ability to use another home or property in the program is granted by the acquisition, and then utilization of “Keys”.

(2) To deposit time, Members use the Deposit Calendar facility on their account. Members select and make deposits in weekly increments when a stay begins outside of 90-days of the start date, or can deposit 3, 4, and 7-night stays within 90-days if participating in the short-stay system. There is no limit to how many stays a Member can deposit, however **THIRDHOME** will typically limit available stays at a single property to 5 weekly increments, and reserves the right to withdraw any deposited stay, decline any stay, or offer to accept a week deposit on a “keys only when booked basis” at their sole discretion. This may be done to limit the amount of inventory on the system at any time for that property, destination or week, or may be based on low demonstrated member interest for that specific property, location or week, or any other reason at **THIRDHOME**’s discretion. At the point a deposit is accepted and not on a “keys only when booked basis”, all relevant Keys will be credited to the Member’s account. Unless granted with Timeless status (via special promotions and for deposits by Chairman’s Club Members), all Keys have a 15-month (24 months for President’s Club members) lifespan from the day the deposited stay commences. So, if you deposit a stay that begins on April 1 and receive Keys today, you have 15 (24) months from April 1 to use them before they expire. For clarity, Keys only have to be used to make reservations prior to expiring; the actual reservation can occur at any point in the future.

(3) 7-night stays are accepted on a same day basis, i.e. Saturday-to-Saturday or Wednesday-to-Wednesday, without exception. For each stay deposited more than 90 days in advance, (as long

as not Off Season), Members earn the relevant number of Keys attributed to that particular stay. These Keys are then instantly credited to their account. Credited Keys are then immediately available for Members to use, in order to book other properties in the club. All Keys acquired in this method by a Member can be used regardless of whether their deposited stays are booked by other Members. Members can also deposit last-minute stays, to take advantage of short-term availability, and those Off Season. In this instance, for all stays that fall within 90 days of depositing, and Off Season, Members will receive the relevant number of Keys only if those stays are actually booked and used by another Member. THIRDDHOME may choose to offer a shorter deposit window, such as 60 days, to select affiliates. This will be noted on each individual's Deposit Calendar where that applies.

(4) Short-stays, the ability to deposit stays within 90-days for 3, 4 or 7-nights, are accepted on a Friday or Saturday exchange basis only. Deposits of stays, made greater than 90-days from commencement, at properties that Hosts have chosen to participate in the short-stays system will initially be available for 7-night reservations. If still available at 90-days from commencement the stay will then split to 3, 4 and 7-night availability. Guests may book the 7-night stay, 3-night stay or 4-night stay. If different Guest members book the 3-night and 4-night stays, the host will earn a bonus Key or Keys depending on the value of the 7-night stay. The system will automatically determine the proper Keys and exchange fees for the 3-night and 4-nights stays, and will automatically credit the Host account if both segments are booked by different Guest members.

(5) Once a stay is deposited into THIRDDHOME, it is mandatory that the Host Member blocks it out for Guest Member use. If a THIRDDHOME Member reserves one of your deposited stays, you are contractually bound to honor the reservation and allow the Member to stay in your property for that booked period.

(6) Once deposited, stays belong to the Club. If a THIRDDHOME Member has not reserved a stay, Host Members can withdraw the stay for personal use or for conventional renting as long as they have enough Keys in their own account to return to the Club to cover the withdrawal. Under no circumstances can a Host Member withdraw a stay at any time that has been booked by another member. The withdrawal of a stay in these circumstances will be deemed a "Non-honored" booking and as such subject to the restitution process outlined below.

(7) For clarity, there are no time constraints on the ability to withdraw deposited stays, as long as Members adhere to these conditions. If a particular stay has not been reserved and a Host Member is unable to return the requisite number of Keys, THIRDDHOME cannot return the stay to the Member. In this instance, a Host Member can deposit additional stays in order to gain Keys

to cover the stays they wish to withdraw

(8) Once another THIRDHOME Member has booked a stay, Host Members are contractually bound to honor the agreement. An electronic confirmation will be provided to both Host and Guest Members when the Guest Member reserves a stay and the relevant fees are paid to THIRDHOME. On booking, the agreed number of Keys is automatically debited from the Guest Member's account.

(9) THIRDHOME reserves the right to modify (upward or downward) the number of Keys Host Members receive for a particular deposited stay, as well as whether such Keys are earned upon deposit, based upon a property reevaluation, past member interest for that specific property or stay, or a recalibration of the Operational Seasonal Calendar which THIRDHOME reserves the right to perform at various times, and in its sole discretion. However, THIRDHOME reserves the right to modify its valuation formula from time to time and accept properties whose Key value falls outside of this range, in its sole discretion.

(10) A Member is permitted to let close friends and family benefit from their membership to the Club. However, you agree to be wholly and solely responsible for the actions and conduct of your guests while they are staying in another member's home. In all cases, the primary guest must be 25 years of age or older when not accompanied by the Member. As the Guest Member, you are responsible for obtaining consent from the Host Member for others to use the booking you have made in their property. This is to be done in the form of a written request by the Guest Member to the Host Member and the Host Member needs to agree to such provisions. Such permissions cannot be unreasonably withheld by the Host Member.

(11) THIRDHOME reserves the right, at its own discretion to reverse any reservations or deposits that are intended to game the system or incentives. THIRDHOME members are not permitted to book their own property or stay deposits.

C. MEMBERSHIP

(1) The initiation fee to join the club is \$2500. THIRDHOME may at times waive the initiation fee for members of specific affiliated resorts or those that make qualifying deposits upon joining.

(2) There is no required annual membership fee. Members may choose to be in the Member's Club and pay no annual fee, or they can at any time, upgrade their membership (with an annual qualifying deposit) and attain benefits as described on the website by paying an annual membership fee. That fee is currently \$1995 for a one-year term in the Chairman's Club. Upon expiration of any paid term, Members can choose to pay the Membership Renewal or return to

the Member's Club with no annual fee.

(3) Under no circumstances, will **THIRDHOME** refund any portion of a payment made toward a Membership Tier upgrade. However, in the case of a Force Majeure Event which impacts part or all of the period covered by a Membership Tier upgrade, **THIRDHOME** may elect, in its sole discretion, to extend the term of the Membership Tier period.

(4) Members shall pay additional fees for each stay reserved. These Fees vary based upon the number of Keys used. The Fees range from \$495 to \$1395 per stay booked and are dictated by the number of Keys used for a particular booking; 1 Key = \$495, 2 and 3 Keys = \$695, 4 and 5 Keys = \$795, 6 and 7 Keys = \$995, 8 to 15 Keys = \$1195, 16 or more Keys = \$1395. **THIRDHOME** will at times offer promotional discounts or other unique opportunities that may change the fee and will be disclosed prior to any reservation.

(5) Any monetary credits provided to Members within the program may be used to offset initiation, membership and exchange fees, unless specifically noted otherwise, but such credits have no cash value and are not transferable. The application of any monetary credit towards a specific fee will be limited to 50% of the cost of the fee. By way of example, when a Member elects to upgrade to Chairman's Club at a cost of \$1995; \$998 of that fee may be satisfied by way of a monetary credit. The remaining \$997 will be paid by credit card.

(6) **THIRDHOME** may change the fees for initiation, ongoing membership, and exchanges at any time.

(7) To remain an active participant in the **THIRDHOME** club, Members are required to deposit at least one (1) Key-earning 7-night stay per 12-month period or upgrade their Membership to Chairman's Club. A Member's 12-month period is tracked based upon the date the Member is approved (Membership anniversary). Members will receive a reminder email notification 60-days prior to their anniversary date if a Key-earning deposit has not been made. If at least one (1) Key-earning 7-night stay is not deposited within the 12-month period, the account will be set at Member's Club which allows limited transactions to be completed. **THIRDHOME** may, at their discretion, choose not to accept stays from properties that do not have a history of consistent bookings, or choose to accept deposits on a Keys earned when booked basis.

D. HOST MEMBERS

I. HOME REPRESENTATIONS

(1) As a Host Member, you warrant that the representation of your home(s) on the Club website

accurately depicts your property, facilities, services and amenities on offer through the description and photographs you provide to **THIRDHOME**. You likewise warrant and represent that all photographic images are current, and that they accurately portray your property's current condition. Moreover, you represent that you have the rights or the requisite consent to use the images in this manner. It is the policy of **THIRDHOME**, in appropriate circumstances, to terminate the accounts of Members or users who repeatedly post images that are the protected property of others or who are repeatedly charged with copyright infringement.

(2) The value of your home, seasonality and Club Demand determine the number of "Keys" that you will receive per stay deposited into the Club for Member use. Therefore, you acknowledge that it is important that you accurately represent the true and current value of your property (ies), in the "current" economic climate. This true value is the actual value that your property would sell for within a normal six month listing with a qualified brokerage firm in your area.

(3) **THIRDHOME** retains the right to adjust your property's (ies) value should they feel as though it is over or under represented in the Club. The reevaluation process is not limited, and may include a review of comparative properties in your area, real estate reports or local Realtor opinion. Adjustment may also be necessary if the home generates low booking interest at its then current valuation. You acknowledge that if your property has been found to be misrepresented then all currently retained Keys and deposited stays will be adjusted to the revised value. If you are in disagreement with the findings of the reevaluation process, you retain the right to remove the property from the club. Such action will result in the withdrawal of any outstanding Keys related to that particular property. The club will retain any fees already paid to **THIRDHOME**. Any outstanding reserved stays that were booked using the Keys granted from that property will be honored by **THIRDHOME**. In the same vein, all outstanding booked stays in the property in question are to be honored by the Host Member. You acknowledge that if you misrepresent your property, your Membership is subject to forfeiture. **THIRDHOME** retains the right to cancel your Membership and to revoke any Keys in your account, in the event of a misrepresentation.

(4) The attractiveness and completeness of your property page listing directly impacts the appeal to other members. Accordingly, **THIRDHOME** reserves the right at any time to request that a member add or replace photographs, or enhance their property details. Failure to do so can result in temporary or permanent suspension of club privileges.

II. INDEMNIFICATION

(1) Host Member agrees to indemnify and hold harmless the Guest Member, members of the Guest Member's family, and **THIRDHOME** against any and all claims, damages, costs and other

expenses including attorney fees, arising out of, or otherwise related to, any death, personal injury or illness arising out of the use of the property by Guest Member, Guest Member's family or invitees of Guest Member, unless caused by the gross negligence or intentional misconduct of the Guest Member.

III. RENTAL INCOME

(1) **THIRDHOME** exchange is not a rental program and therefore does not allow a Member to receive rental income for use of Keys or the bookings they have made. Nor can the Member transfer, trade or sell the above for value. Receipt of rental income, or transferring Keys or reservations beyond the terms of the club, subjects the Host Member to forfeiture of both their Membership and any Keys in their account. Please be advised that any and all exchange fees paid in connection with these reservations are non-refundable.

(2) In like manner, no Host Member is permitted to charge or require security deposits from a Guest Member at any time or under any circumstances.

(3) **THIRDHOME** has the right to terminate Membership and take back any Keys if any form of rent or unauthorized charge is obtained by the Host Member that is not clearly stated in the property description on the **THIRDHOME** website.

IV. PROPERTY SERVICES AND FURNISHINGS

(1) As a Host Member, you warrant and agree that all ordinary and customary services will be made available to the Guest Member including, but not limited to, electricity, gas, water, sewage treatment, and a telephone with the facility for local calls, and that all customary appliances provided in the home are in good and working order.

(2) The Host Member also agrees to make any necessary arrangements to provide the Guest Member with access to the normal amenities associated with the property. If extra services are available or required with an extra expense to the Guest Member, then Host Member agrees to notify **THIRDHOME** of these service charges, in order to be approved by **THIRDHOME**, in advance, and posted thereafter on the Host Member's property page. Host Members cannot under any circumstances charge Guest Members for services that have not been outlined on their property's description. Such action could result in the forfeiture of both membership and any Keys in your account.

(3) The Host Member warrants and represents that the property is appropriately furnished to the level outlined in the description for Guest Members to fully enjoy their vacation experience including linens, cooking utensils and customary supplies. Failure to furnish appropriately for

the property for Guest Members could subject the Host Member to forfeiture of both their Membership and any Keys earned.

(4) A Host Member is likewise responsible for providing adequate information to a Guest Member and agrees to provide such, for information related to, but not limited to, security systems or security measures, AC/heating system, entertainment systems and appliances.

(5) It is the responsibility of the Host Member to maintain the landscaping, pool, driveway and exterior, where appropriate.

(6) Host Member further agrees to have current appropriate Home Owners Insurance to provide customary coverage for Guest Members, including coverage for any non-paying invitees staying in their home. Host Member agrees to provide Proof of Insurance to **THIRDDHOME**, if requested (most Home Owners Insurance automatically covers guests staying at your property, but this needs to be checked and verified by the Host Member).

(7) As a Host Member, you warrant that you will have your property clean and ready for occupancy by the Guest Member, upon arrival. In terms of the overall condition of the Host residence, **THIRDDHOME** maintains a clean property policy which is commensurate with Four to Five Star hotel standards. There are no exceptions to this rule; failure to adhere to this policy subjects the Host Member to forfeiture of both their Membership and/or any Keys earned, at **THIRDDHOME**'s sole discretion. In terms of the sanitization of the Host residence, **THIRDDHOME** strongly recommends that each Host adopt the sanitization policies which are defined in the [VRMA Guidelines](#), where possible. The details of the VRMA Guidelines are [outlined here](#). The Host Member is also responsible for cleaning the property following the Guest Member's departure. If as a Host Member you offer daily maid service or mid-stay cleaning, this can be offered at a cost to the Guest Member, but such costs must be outlined on your property's description page prior to a reservation.

(8) Host Member understands that each Guest Member is responsible for damages while they occupy a Host Member's property; however, if for any reason the Guest Member does not take full responsibility, **THIRDDHOME** will reimburse Host Member for up to \$5,000, \$10,000 or \$15,000 (based on **THIRDDHOME** Membership level) for accidental damages incurred while Guest Member is a guest to the extent caused by Guest Member and to the extent not otherwise covered by Host Member's policy.

As a benefit to its Host Members, **THIRDDHOME** provides its [Host Assurance Plan](#), with limits of \$5,000 for Members Club; \$10,000 for President's Club; and \$15,000 for Chairman's Club,

Chairman's Club Plus or Founder's Circle or its equivalent. The details of this benefit are outlined in the [THIRDHOME Host Assurance Plan Terms and Conditions](#), which outline the benefits of this plan and which set forth the easy to follow protocol to submit a [Payment Request Form](#) and a [Proof of Loss Form](#) for covered losses.

(9) Host Members are not permitted to cancel any booked stays in their property for any reason. If a Host Member chooses not to honor a booking, a refund of all Keys will be made to the Guest Member. In this instance, by way of restitution, the Host Member is responsible for the refund of the exchange fee to the Guest Member via **THIRDHOME**, as well as for any costs incurred by the Guest Member in relation to the booking. Failure to pay such costs, upon demand, shall subject a Host Member to forfeiture of their Membership and any Keys earned. Member agrees to be financially responsible for all consequential damages sustained by a Guest Member resulting from the failure or refusal of a Member to make available a home to a Guest Member following the completion of a confirmed reservation. Such costs explicitly include, but are not limited to air travel cancellation fees or change fees, and/or the cost to secure alternate equivalent accommodations at the destination on those dates. In connection herewith, the Member consents to the entry of a judgment in an amount equal to the damages, costs and expenses set forth above and that the appropriate venue for the entry of the aforementioned consent judgment will be the Chancery Court for Williamson County, Tennessee, in Franklin. In connection with the enforcement of such consent judgment, the Member also agrees to be responsible for **THIRDHOME's** litigation costs and expenses, including but not limited to attorneys' fees. In connection with the aforementioned litigation, the Member waives any objection to the jurisdiction, or venue, of the State Courts of Tennessee, and consents to said courts for the adjudication of the claims set forth herein.

V. SURVEILLANCE DEVICES

Host Members are required to disclose all surveillance devices on their property page listings, and **THIRDHOME** prohibits any surveillance devices in certain private spaces (such as, but not limited to, bedrooms and bathrooms) regardless of whether they have been disclosed. In addition, Host Members should ensure that use of surveillance equipment is consistent with applicable local laws and regulations.

If you are a Host Member and have any type of surveillance device in or around your property, even if not turned on or hooked up, we require that you let Guest Members know by including this information clearly on your property page description.

Failure to disclose all surveillance devices to Guest Members could subject the Host Member to forfeiture of both their Membership and any Keys earned.

A surveillance device is considered to be any mechanism that can be used to capture or transmit audio, video, or still images. This includes, but is not limited to, Wi-Fi cameras (e.g. Nest Cam), nanny cameras, web cameras in computer monitors, baby monitors, mounted or installed surveillance systems, and smartphones with video and/or audio recording capabilities.

VI. RIGHT TO INSPECTION

THIRDHOME occasionally has inspectors stay in Member homes for the purpose of inspecting the property and writing comments. This practice benefits all Members and allows THIRDHOME to maintain the highest industry standards. In addition, THIRDHOME occasionally grants Keys to employees, directors, board members, partners, and other individuals associated with the company. Each inspector or associated individual follows the same Member Terms and Conditions, and agrees to treat a home just as any other Member. You hereby consent and agree to allow such guests to reserve stays at your property for such inspections and/or visits, under the same terms as any Member.

VII. HOST COMMUNICATION

As a host, you agree to allow the guest member to contact you directly via email, phone or other method of communication regarding all reservations.

VIII. REQUEST A WEEK

(1) The THIRDHOME Request a Week function was created to allow members to inquire about the availability of weeks at specific properties not currently deposited on the site. The Request a Week button resides on each participating property page. As a member in the club, you will from time to time receive inquiries from other members using the Request a Week function about your willingness to make your home available for a specific week.

(2) There are two types of Request a Week processes. One for INDIVIDUAL PROPERTY owners, and one for GROUP PROPERTY owners.

(3) INDIVIDUAL PROPERTIES: As an individual property homeowner, you will from time to time receive requests. This may be via a system-generated email or via a direct contact from the Member Experience Team.

(a) For system-generated requests, you will be notified via email, and also in your THIRDHOME account that a member is interested in your property for a specific week and the amount of Keys offered. It is completely at your discretion whether to respond to this request. You have 72 hours to either accept or “actively” decline the request. If you do not reply, it will be passively denied after 72 hours. Each request will indicate the amount of Keys being

offered for that week. If you accept, you will immediately have the appropriate number of Keys transferred into your account from the guest. If you accept a week request, you are giving that week to **THIRDDHOME** for use by the guest and will reserve that time on your calendar. If you choose to decline the request, you can indicate to us in your response if you would:

- (i) accept the request if more keys were offered,
- (ii) offer a different week, or
- (iii) want that week removed from future requests.

(b) For more complex requests from members, our Member Experience Team will contact you via phone or email to communicate the interest of another member. It is completely at your discretion whether to respond to this request. You can indicate if you are willing to host on that date requested, or present an alternate, and indicate the amount of Keys you require. If you make such an offer, and the guest party agrees, you will be asked to make the week deposit on the system under such agreed terms to confirm your agreement. The Member Experience Team will adjust the price of Keys if needed to match the agreed upon amount, and assign that week to the requestor. You are bound to honor that request when reserved by the guest. You are giving that week to **THIRDDHOME** for use by the guest and will reserve that time on your calendar.

(4) **GROUP PROPERTIES:** As a homeowner at a property for which the **THIRDDHOME** club has multiple matching units, you will from time to time receive requests as part of that group. You will be notified via email, and also in your **THIRDDHOME** account that a member is interested in your property for a specific week or weeks. It is completely at your discretion whether to respond to this request. You have until 9am eastern US time of the next Tuesday to either accept one of the weeks requested or “actively” decline the request. Each request will indicate the amount of Keys being offered for that week. You must be the first to accept as this is being presented to all owners of the identical property. If you are the first to accept, you will immediately have the appropriate number of Keys transferred into your account from the guest (pending confirmation that you own that week if you are part of a **THIRDDHOME** Affiliate). If you accept a week request, you are giving that week to **THIRDDHOME** for use by the guest and will reserve that time on your calendar.

(5) If you do not respond within designated timeframes, (and it is not accepted by another Owner, for grouped properties) the request will be deemed “passively” declined by the system.

(6) You can choose to opt out of request a week in the “Edit Your Profile section of your

MY THIRDHOME dashboard. By doing so you can neither make nor receive requests.

(7) All other terms and conditions apply to Hosts and Guest Members, as normal in the club.

E. GUEST MEMBERS

I. PROPERTY RESPONSIBILITIES

(1) While you are not responsible for cleaning of linens and floors, as a Guest Member, you do agree to leave the property in the state that you found it.

(2) Guest Members are not required to perform routine cleaning of the property that would ordinarily be performed by a cleaning or maid service. However, it is the responsibility of the Guest Member while at the property to be environmentally and financially conscious with the use of energy (heating or AC) and water, especially in island homes where water sources may be very limited.

(3) Guest Members are fully responsible for the activities and actions of those who use the Host Member's property during the dates of the reservation including family members, guests and invitees.

II. INDEMNIFICATION

(1) Guest Member agrees to indemnify and hold harmless the Host Member, members of the Host Member's family, and THIRDHOME against any and all claims, damages, costs and other expenses including attorney fees, arising out of, or otherwise related to, any death, personal injury, illness or property damage arising out of the use of the property by Guest Member, Guest Member's family or invitees of Guest Member, unless caused by the gross negligence or intentional misconduct of the Host Member.

(2) As a Guest Member, you agree to be financially responsible for any damages caused to the property, whether caused by you, your family members, guests, or invitees. THIRDHOME requires that each Guest Member reimburse the Host Member for any and all such damages that may be caused by their stay; however, THIRDHOME will guarantee payment to the Host Member for covered damages (as per the Host Assurance Plan, with limits of \$5,000 for Member's Club; \$10,000 for President's Club; and \$15,000 for Chairman's Club, Chairman's Club Plus or Founder's Circle or its equivalent. The details of this benefit are outlined in the [THIRDHOME Host Assurance Plan Terms and Conditions](#)) to the extent not reimbursed by Guest Member. However, THIRDHOME retains the right to seek recoupment of said payments to the extent paid due to or as a result of Guest Member's failure to cover such damages.

Should THIRDHOME have to do this, the Guest Members rights and privileges as a member shall be forfeited, and result in the loss of any Keys in your account. In addition and in this situation, the Guest Members are also liable for any legal costs incurred by THIRDHOME as part of this restitution process.

(3) As a benefit to its Host Members, THIRDHOME provides its [Host Assurance Plan](#) to cover defined losses that are sustained by Host Members to certain property in covered accommodations. Any applicable coverage that derives from the Member shall be primary and the THIRDHOME Host Assurance Plan coverage shall apply secondarily. Guest Members acknowledge that they are primarily responsible for all damages caused by them and their guest/invitees, and that the existence of the Host Member benefits provided by THIRDHOME to its Host Members, per its [Host Assurance Plan](#) does not relieve, dismiss or otherwise release Guest Members from their financial responsibilities, as enumerated herein.

III. DISCLOSURES

The Guest Member will accurately report, in advance, the number of people staying in the property (whether family or as invitees) and agrees not to exceed the property's occupancy number (sleep number). Anytime before or during a reservation that the Guest Member's party exceeds maximum number allowed or agreed, the Host Member reserves the right to cancel the reservation and the Guest Member will have to seek alternative accommodation at their own cost. In these instances, the Host Member may be willing to allow the booking to continue on the condition that a number of the party are accommodated elsewhere to conform to the maximum allowable occupancy. This will be at the discretion of the Host Member and proof will need to be provided that the maximum agreed occupancy has been exceeded.

IV. PETS

No pets are allowed unless the property description specifically allows for pets. Your confirmation must state that pets are allowed. Upon receipt thereof, the Host Member is to be notified by a Guest Member of the Guest Member's intention to bring pets, as well, of the types/breed of such pets. Any violation of this policy could result in the forfeiture of Membership and any Keys. If pets are allowed and agreed to by both parties, the owner of the pet is responsible for the yard cleanup of any pet "deposits."

Service animals are permitted so long as the Host Member has granted permission. A Guest Member or Member's of their party are not permitted to stay at a Host Members property with a service animal without the requisite permissions from the Host Member.

V. OCCUPANCY AND OTHER USE RESTRICTIONS

(1) **THIRDHOME** maintains a strict No Smoking Policy for all properties. No exceptions. The No Smoking Policy extends to, and includes in and around the home, and prohibits the discarding of cigarette butts at, on or anywhere near the premises.

(2) Long distance phone calls are prohibited, and such calls will not be made from the Host Member's property, where a charge may result to the Host Member. All long distance calls should be made via the Guest Member's cell phone, or charged to the Guest Member's credit card or as a collect call. Unauthorized violation of this policy could result in the termination of Membership privileges.

(3) As a guest, you agree to allow the host member to contact you directly via email, phone or other method of communication regarding all reservations.

(4) You agree not to contact another **THIRDHOME** Member, unless you have received a reservation confirmation. Once an Exchange is booked through the **THIRDHOME** system, **THIRDHOME** will then provide both Host and Guest Members with reciprocal contact information and any other necessary information to arrange the stay. It is the responsibility of each Member to keep this information up to date, at all times.

VI. ARRIVAL AND DEPARTURE POLICIES

(1) Guest Member agrees to leave the property on or before the ending date outlined in the confirmation agreement, and in the same good condition as when they arrived. You agree to check-in to the property no earlier than 4pm on the afternoon of your booked arrival, and to check out no later than 11am on the day of your booked departure, unless alternative timing arrangements have been made with the Host Member.

(2) Guest Member will immediately return any keys or security codes to the Host Member in the fashion requested by the Host Member.

(3) Following any stay, Members agree to provide feedback to **THIRDHOME** via the **THIRDHOME** website. The Guest Member should provide details about the property and their experience and the Host Member should provide comments on the Guest. This way, Members will have more information about the properties prior to booking an exchange. Feedback will contribute towards a Member's rating which is combined score from comments Members receive from being both Host and Guest Members. Members' ratings will be closely monitored and if they drop below a certain level, Members risk having their Membership privileges rescinded. **THIRDHOME** reserves the right to post all feedback given about members

and their properties on the THIRDHOME site for the benefit of all members.

VII. GUEST CANCELLATION

(1) Generally, Guest Members are not entitled to a refund of either Exchange Fees or Keys if a Guest decides to cancel a Reservation, except when circumstances arise and travel to a specific region becomes prohibited or impractical due to a governmental restriction or a Force Majeure occurrence, as defined in the Sub-Section immediately below. In the event that a Guest Member does decide to cancel, it is the Guest's responsibility to notify the Host Member and THIRDHOME. THIRDHOME will re-post the Deposit to make it available to other Members. In the event that the Deposit is Reserved, the Guest Member will receive a refund of the associated Keys.

(2) Notwithstanding the above general policy, travel conditions are subject to change without notice. In the event that, after Reserving a Stay, unforeseen circumstances arise and travel to a specific region becomes prohibited or impractical due to a governmental restriction or a Force Majeure occurrence, a cancellation request may be initiated by the Guest. Force Majeure Events shall include, but are not limited to, acts of God, war, widespread disease or infection, labor stoppage and acts or threats of terrorism. The declared travel restrictions of governmental entities such as the U.S. Department of State-Bureau of Consular Affairs, or any similar foreign agency, will be instructive, though not determinative of whether this policy applies. THIRDHOME encourages its Members to consult the appropriate state departments of the regions from and to which they are traveling before Reserving travel.

(3) When requesting to cancel a Reservation for reasons described in Sub-Section (2) immediately above, the Guest must notify THIRDHOME no earlier than 90 days prior to, or up to 14 days before the Reservation start date for this policy to be applied. In the event that unforeseen circumstances arise, within the 14-day notice period, and travel to a specific region becomes prohibited or impractical due to a governmental restriction or a Force Majeure occurrence, THIRDHOME may consider waiving the 14-day notice requirement. Upon notice of the cancellation, THIRDHOME will do the following: notify the Host and allow the Host to withdraw the Deposit or make a Deposit of an alternate week; withdraw the Keys from the Host account if an alternate week is not deposited by the Host; and credit back all Keys and the Exchange Fee via a monetary credit to the Guest's account for future use. Any other travel reservations and travel expenses are the responsibility of the Guest. THIRDHOME will not be responsible for rebooking or reimbursing a Guest for any such travel expenses. The aforementioned policy contained in this Section VII will be applied at the sole discretion of THIRDHOME.

VIII. REQUEST A WEEK

(1) The **THIRDHOME** Request a Week function was created to allow members to inquire about the availability of weeks at specific properties not currently deposited on the site. The Request a Week button resides on each property page. As a potential guest, you may Request a Week for any property listed showing the request a week button at any time.

(2) For individual properties, only weeks that are not currently available on the site, and were not permanently declined by the host are available for requests.

(3) Only one week may be accepted for each request submission.

(4) There are two types of Request a Week processes. One for INDIVIDUAL PROPERTY owners, and one for GROUP PROPERTY owners.

(5) INDIVIDUAL PROPERTIES: You may initiate a request for any non-affiliate property showing the "Request a Week" Button.

(a) You can identify the property and single date of interest, and offer online the amount of Keys you will be willing to give the host. Your minimum offer is one above the standard Key amount for that week. Your offer will be extended to the owner of that property immediately once system approved. The amount of Keys you offer will be held until your offer is accepted or until the offer is declined (at which time they will be returned). When you submit the request you are committing to reserve the week, and if accepted, the Keys you offer will be immediately debited from your account. If your request is accepted, you will be required to pay the exchange fee to complete the transaction and to receive the contact information of the Host Member. There is no extra charge for this completely online service. (b) For Members at Chairman's Club or higher tier with complex requests involving multiple properties, alternate dates, multiple weeks, and/or dates that do not match the deposit calendar, you should start by contacting **THIRDHOME** Member Experience Team to begin a personalize Request-a-Week. The **THIRDHOME** Team member will note your request, including your account name, the requested property, your preferred start date, any alternate dates, the Key amount offered, the number of individuals in your party, and any additional notes. He/she will give you any advice in regards to dates, Key values, and potential success, based on any previous requests for this location. **THIRDHOME** may elect to not forward your request based on knowledge of the host's preferences, past requests made, and success rates for the property. Every request made must be for at least one Key more than the standard amount for that week and property. You will be required to sign a simple agreement that commits you to reserve the home if your criteria are met before work begins. No Keys will be withheld at that time, but you are required to have that

amount in your account. The actual amount of Keys required for the week, and the associated exchange fee you must pay, will be based on the final Key amount agreed between you and the host. If the host agrees to your request as submitted, or a subsequent counter offer, if any, you are committed to that reservation. For each successful request, you will be debited the associated Key amount, and will pay the associated exchange fee, plus a success fee of \$200 per week to complete the transaction and to receive the contact information of the Host Member. Fees will be charged only if the request made is secured for the requestor. Only one date can be reserved per request. There is a limit of four (4) personalized requests in any 12-month period. The four (4) requests include all requests whether a stay is successfully reserved or not.

(6) **GROUP PROPERTIES:** You may make a request for a single resort property and type at a time via the request a week for groups button. You will identify the property and date of interest, and offer an amount of Keys you will be willing to give the host. Your offer will be extended to all owners of that property type and deposit calendar on the upcoming Friday. The amount of Keys you offer will be held until your offer is accepted or until the offer period is closed (at which time they will be returned). When you submit the request you are committing to reserve the week, and if accepted, the Keys you offer will be immediately debited from your account. If your request is accepted, you will be required to pay the exchange fee to complete the transaction and to receive the contact information of the Host Member.

(7) Any requests from hosts not responded to within designated timeframes, will be “passively” declined by the system.

(8) **THIRDHOME** will make best efforts on behalf of guests to contact the hosts for Individual property requests, but no time frames can be promised. Guest offers are considered open until either accepted by the host or cancelled by the guest and confirmed in writing by the Member Experience Team. All requests for stays at grouped properties will be responded to within 5 days from the first Friday following your request. If a Host Member does not respond within the timeframes, the request will be systematically declined, to ensure that guests receive timely feedback and have the ability to make other travel plans.

F. MEMBER CONDUCT

THIRDHOME has the right to terminate Membership for any conduct by a Host Member or Guest Member that is deemed detrimental to the reputation and character of **THIRDHOME**. Such conduct may include, but is not limited to; inappropriate, violent or abusive behavior toward individuals, Members, employees of **THIRDHOME**, and employees of **THIRDHOME** partners, whether relating to a **THIRDHOME** booking or not, and willful removal,

damage or destruction of any property during a THIRDHOME booking. A terminated membership will result in the immediate cancelation of all future bookings, and forfeiture of all membership benefits including; Keys, monetary credits and access to the Member section of the THIRDHOME website.

G. THIRDHOME'S WEBSITE

I. OWNERSHIP

(1) THIRDHOME'S website is owned, controlled and operated by 3RD HOME Limited. Any reproduction of the site, without the expressed written permission of THIRDHOME is strictly prohibited and punishable by law. All content on the website, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyright, trademark, service mark, and/or other intellectual property laws (which are governed by U.S. law and worldwide copyright laws, as well as treaty provisions, privacy and publicity laws, as well as communication regulations and statutes, where applicable), and are owned and controlled by 3RD HOME Limited, or its affiliates, or its third party content providers, merchants, sponsors and licensors (collectively "Providers"). All such providers have licensed their content or the right to market their products and/or services to 3RD HOME Limited, for use on said website.

(2) Any photos or descriptions submitted by a Member become the property 3RD HOME Limited. You represent and warrant to us that the information posted by you including any photographs, is posted by you and that you are the exclusive author of the information and the exclusive owner of the photographs. In doing so, you assign to us, with full title guarantee, all copyrights with respect to any information and photographs which you post, and any additional information sent to us at any time in connection with your use of the service. As a member, you agree to indemnify and hold harmless THIRDHOME, and take full financial responsibility, for any fines levied on THIRDHOME, or any costs incurred by THIRDHOME, as a result of the photos you place on the site. You agree to immediately reimburse THIRDHOME for any damages we incur as a result of the photos you post.

II. CONTENT USE

(1) Content on the website or any website owned, operated, licensed or controlled by the Providers is solely for personal, non-commercial use.

(2) Members may only use the website to make exchanges or bookings, and not for any other purpose, including without limitation, making speculative, false or fraudulent exchanges.

(3) Members may print a copy of the content and/or information contained on the website, but

only for personal, non-commercial use. Under no circumstances may you copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content or information in any way (including by e-mail or other electronic means) for commercial use, without the prior written consent of 3RD HOME Limited.

(4) The name **THIRDHOME** and its logo are registered trademarks of 3RD HOME Limited. Any use, without the written permission of the company, is strictly prohibited.

(5) You absolutely and without condition waive any and all rights to be identified as an author of **THIRDHOME**'s website information, or the owner of any photograph(s) posted by you, and any similar rights are equally waived, in any and all jurisdictions, domestic or abroad.

(6) Other Members may not post copyrighted information, which has copyright protection, whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given express written permission, Members will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. By posting information, photographs or content on the service, you automatically represent and warrant that you have, free of charge, an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, worldwide license to use, copy, perform, display, promote, publish and distribute such information, content and photographs and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing.

Digital Millennium Copyright Act ("DMCA") Notice

THIRDHOME respects the intellectual property rights of others. Per the DMCA, **THIRDHOME** will respond expeditiously to claims of copyright infringement on its website if submitted to **THIRDHOME**'s Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, **THIRDHOME** will take whatever action it deems appropriate within its discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

If you believe that your intellectual property rights have been violated by **THIRDHOME** or by a third party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent listed below:

(1) A description of the copyrighted work or other intellectual property that you claim has been infringed;

- (2) A description of where the material that you claim is infringing is located on the Site;
- (3) An address, telephone number, and email address where THIRDHOME can contact you and, if different, an email address where the alleged infringing party, if not THIRDHOME can contact you;
- (4) A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- (5) A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- (6) Your electronic or physical signature.

THIRDHOME may request additional information before removing any allegedly infringing material. In the event that THIRDHOME removes the allegedly infringing materials, THIRDHOME will immediately notify the person responsible for posting such materials that THIRDHOME removed or disabled access to the materials. THIRDHOME may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c). THIRDHOME's designated Copyright Agent is:

Stu Grimson
615-454-2329
stu.grimson@thirdhome.com

H. WAIVERS AND DISCLAIMERS APPLICABLE TO THIRDHOME

(1) In no event will THIRDHOME, its employees, officers, directors, advisory board members, agents or affiliated companies (i.e., any Sponsors, Partners, Real Estate Developers, Home Owners Associations, Individuals or Real Estate Sales and Marketing companies that have a business relationship with THIRDHOME) be liable to Host Members, Guest Members, or any family members or other guests regardless of the form or nature of the claim or action, whether under the exchange agreement, in warranty, in contract, in negligence, strict liability or otherwise, for an amount that exceeds the exchange fee paid by Guest Members. Accordingly,

both Host Member and Guest Member waive any such claim or right and agree to the aforementioned monetary limitation, as a condition to Membership.

(2) In no event will THIRDDHOME, its employees, officers, directors, contractors, agents or affiliated companies (i.e., any Sponsors, Partners, Real Estate Developers, Home Owners Associations, Individuals or Real Estate Sales and Marketing companies that have a business relationship with THIRDDHOME) be liable to Host Members, Guest Members, or any family members or guests for any special, indirect, incidental, consequential or punitive damages. Accordingly, both Host Member and Guest Member waive any such claims or rights and agree to such, as a condition to Membership.

(3) The above limitations do not apply to any claims arising from the intentional misconduct of THIRDDHOME.

I. DEFAULT

(1) Any cost of a court action initiated against THIRDDHOME in which THIRDDHOME prevails, shall be paid for by the initiator, including attorneys' fees and court costs.

(2) Host Members and Guest Members acknowledge that the warranties and representations provided by them herein are material warranties and representations and constitute a material foundation upon which THIRDDHOME operates its Exchange Program. Accordingly, the failure by the Member to honor or comply with such warranties and representations shall constitute a material breach of the Exchange Program. In like manner, the remaining duties and obligations set forth herein, and agreed to by all Members, constitute material provisions of the Exchange Program. Accordingly, failure to honor any such provisions by a Host Member or a Guest Member shall likewise constitute a material breach of this Agreement.

(3) Failure to honor the warranties, representations, duties and obligations set forth herein shall subject a Member to forfeiture of both their Membership and any Keys in their account.

J. SPECIAL NOTICE FOR THE RITZ-CARLTON DESTINATION CLUB MEMBERS

(1) The Ritz-Carlton Development Company, Inc., The Ritz-Carlton Management Company, LLC, The Cobalt Travel Company L.L.C., and The Lion & Crown Travel Co., LLC, and their respective officers, directors, partners, and all affiliates, subsidiaries and parent companies, make no warranty, express or implied, as to the condition, capacity, performance or any other aspect of

the activities, events, or services provided by the 3RD HOME Limited or the THIRDHOME Exchange Program ("THIRDHOME"). No inquiry has been made into the activities or events, or the qualifications or the quality of services offered by THIRDHOME.

(2) The Ritz-Carlton Development Company, Inc., The Ritz-Carlton Management Company, LLC, The Cobalt Travel Company L.L.C., and The Lion & Crown Travel Co., LLC and their respective affiliates are not liable for any damage to, loss of, or theft of personal property left at any property or for any bodily injury or property damage, or any other matters, that occurs through the use of or related to the THIRDHOME Exchange Program.

(3) Any THIRDHOME membership benefits specifically afforded to The Ritz-Carlton Destination Club Members are contingent upon their continued membership with The Ritz-Carlton Destination Club and one or more of The Ritz-Carlton Destination Club locations.

K. AMENDMENTS

As a Host Member and Guest Member of THIRDHOME, you understand, consent and agree to all of these Terms and Conditions. THIRDHOME reserves the right to amend and modify these Terms and Conditions, from time to time. With regard to amendments, Members additionally agree to the following:

L. HOST MEMBERS

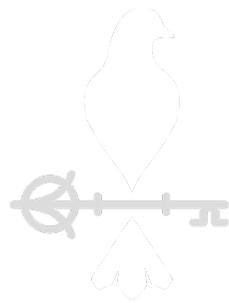
Each time, upon depositing stays with THIRDHOME, Host Members agree, that in doing so, to re-visit and review THIRDHOME's Terms and Conditions in order to endorse any amendments. In depositing stays with THIRDHOME, you agree to re-visit, review and ratify the Terms and Conditions, as amended from time to time. Accordingly, you agree that each time you deposit stays with THIRDHOME that, in connection therewith, you have re-visited, reviewed and ratified the Terms and Conditions, as amended.

M. GUEST MEMBERS

Each time, upon reserving a property, Guest Members agree, that in doing so, they will re-visit, review and ratify the Terms and Conditions, as amended from time to time in order to endorse any amendments. Accordingly, Guest Members agree that each time they book a property and thereafter use a property that, in connection therewith, you have re-visited, reviewed and ratified these Terms and Conditions, as amended.

N. MEMBER MARKETING

THIRDHOME may use your contact information, including but not limited to; cell phone number, primary phone number, primary address, secondary address, email address, etc. to contact you for marketing purposes. As a Member, you reserve the right to opt-out of THIRDHOME marketing messages and materials by contacting the Member Experience Team.



THIRDHOME

Sign up for our newsletter

Your Email

JOIN

I have read & accept the THIRDHOME [Privacy Policy](#) & agree to receive communications from THIRDHOME.



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[Privacy Policy](#)

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