

## Guest ID Addendum

These Guest ID Addendum ("**Guide ID Terms**") will apply to and become effective upon Merchant's use of the Services set forth herein.

These Guest ID Terms supplement the Master Payment Services Agreement ("**Agreement**") between Vantage Card Services, Inc. ("**Vantage**"), and the business entity ("**Merchant**") set forth on the Merchant Application form ("**Merchant Application**"). Capitalized terms used but not defined in these Guest ID Terms will have the definitions ascribed to them in the Agreement.

The Guest ID services are a Third Party Service offered by Lynbrook Consultants, LLC ("**Company**") and other than as supplemented by these Check Scanning Terms, all other provisions of the Agreement will remain in full force and effect.

By using the Service, Merchant acknowledges that is has read these Guest ID Terms as well as Company's privacy policy located [here](#) (the "**Additional Terms**").

### 1. SERVICES

By using the Service, Merchant authorizes and directs Company to verify and provide Merchant results of prospective guest (each a "**Guest**") identification through the Service directly with Guests (the "**Results**"). Merchant understands that Company and any of its third parties will obtain this information and may take steps to verify the information they obtain about the Guest. Merchant agrees to use the Results in compliance with the law and in accordance with Company's agreement it has provided to Merchant, any agreement between Merchant and the Guest, and the Additional Terms. Merchant shall not, without Vantage's or Company's prior written consent, (i) disclose, sell or transfer Results and underlying data to any third-party, except to the Guest and any Merchant affiliates, (ii) use Results for any purpose other than verifying the information they obtain about Guests, including for marketing, advertising, or product development purposes. Merchant shall (i) obtain and log legally sufficient Guest consents related to the Results, (ii) publish and follow a retention/destruction schedule, and (iii) provide deletion of Results and related Guest data upon Guest's, Vantage's, or Company's instruction or request. To participate in the Service, Company agrees to provide daily reservation booking data, including but not limited to, unit location address, reservation booking date, arrival date, checkout date, payment amount and payment method including but not limited to name on the payment card, last 4 of the payment card number and address verification zip code used for each reservation. Company makes no representations as to the completeness, accuracy, or timeliness of the Results. Merchant is solely responsible for any decisions it makes based on the Results. Vantage and Company makes no rental decision regarding any application for housing, and is not the party determining the nature or amount of any outstanding lease obligation, including rental amounts, fees, deposits, etc.

### 2. SERVICE REPRESENTATIONS AND WARRANTIES

By using the Service, Merchant hereby agrees that it: (a) has all necessary authority, rights and permissions to use the Service, (b) comply with any terms and conditions that apply to the Services; (c) will use the Service in compliance with all applicable laws, and all legal notice and disclosure requirements, including, without limitation, any fair housing laws; (d) will not mislead, deceive, defraud, seek to mislead, deceive or defraud, make any misrepresentations to, or seek to make misrepresentations to, any other user of the Service; (e) will use the Service only on Merchants, own behalf, and not transmit any information received through the Services to third parties, except as otherwise permitted herein; (f) will use the Service only in connection with properties within the United States; (g) will not submit any false or fraudulent information through the Services, or otherwise use the Service for false or fraudulent purposes; and (h) will not attempt to break, or encourage anyone else to break, the above requirements.

### 3. CHARGEBACK GUARANTEES

In order to obtain coverage, Merchant must be a subscriber to Lynbrook Protect, the Guest ID service that includes the Chargeback Guarantee Service and must submit all reservations through the LYN Guest Verification process. With the Lynbrook Protect service enabled on Merchant's account, if the transaction is eligible, the Merchant will receive an approval recommendation ("**Approve Notice**") or decline recommendation ("**Decline Notice**") for each reservation where the guest completes the Guest ID check. If Merchant receives a Decline Notice, Merchant shall decide if it wants to proceed fulfilling the reservation or cancel the reservation, however, the Chargeback Guarantee shall not be available. Only fraud chargebacks are subject to the Chargeback Guarantee. Disputes unrelated to fraud, over refunds and service issues, fulfillment are not subject to the Guarantee including but not limited to the following:

1. Cardholder Disputes
2. Cancelled Services
3. Defective/Not As Described
4. Credit Not Processed
5. Duplicate Transaction
6. Incorrect amounts



7. Late Presentment
8. Services Not Received

The Chargeback Guarantee service is only for card transactions and only when an approval recommendation is provided. A second transaction on a different card and/or not on the original Approval Notice, is not covered by the Guarantee.

The maximum reservation amount covered by the Chargeback Guarantee service is \$20,000. The covered amount is the total amount of the reservation as presented in the Guest ID service and that multiple card transactions that add up to the total of the reservation amount shall be covered.

If Merchant changes its reservation after the approval has been issued (or cancel a reservation), the approval will be canceled and will no longer be valid. Any and all changes, including but not limited to Reservation Modifications to check in or check out date shall cancel the Guarantee.

The approval reservation will have an "Eligibility Period" of twelve six (12) months from the date of the Approve Notice. If a Chargeback comes after twelve (12) months, it will not be covered by the Chargeback Guarantee.

Any and all Chargebacks that occur before the Guest approved check-in date are not covered by the Chargeback Guarantee.

Merchant will submit a claim alleging the need for the chargeback guarantee reimbursement should an approved transaction become subject to a chargeback with a reason code of fraud. The Chargeback Guarantee reimbursement (A) shall be the lower of: (i) the approved reservation value and (ii) the amount stated in the original chargeback notice (or chargeback notices if more than one even if not known at the same time) (B) shall be reduced by any amounts recovered by the Merchant; and (C) shall exclude the Chargeback fee per incident.

If a covered Chargeback dispute has been approved then the Merchant will assign the Chargeback to Company and Company will pursue collection against the Cardholder and if and when Company receives the collection amount, Company shall retain the amount recovered.

#### 4. POLICIES

Merchant must publish all Policies ("**Policies**" as stated herein, shall mean any and all policies, rules, regulations, and/or requirements for Merchant's guest that Merchant requires that are applicable to the reservation) for Guests in a clear and concise manner outlining the terms and conditions relating to refunds. Merchant must comply with Merchant's own policies applicable to the reservation and failure to materially comply with the terms of such policies within a reasonable period of time, including but not limited to providing a refund or credit to Merchant's guest will be cause for termination of Lynnbrook Protect services.

#### 5. TERMINATION

If Merchant terminates its account, it remains obligated to pay all outstanding fees, if any, incurred prior to termination relating to Merchant's use of the Service. If Merchant violate any provision of these Guide ID Terms, Merchant's access to the platform will terminate automatically. In addition, Company may in its sole discretion terminate Merchant's account or suspend or terminate Merchant's access to the Service at any time for any reason, with or without notice, including if: (a) Merchant's fail to pay any amount to Company when due; (b) Company determines that Merchant pose a financial, reputational or regulatory risk to Company, its affiliates or any third party; or (c) Company is required to do so by any third party. Company may alter, suspend or discontinue the Service without notice.

#### 6. THIRD-PARTY SITES

The Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. Merchant further acknowledges and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. Vantage advises Merchant to read the terms and conditions and privacy policies of any third-party web sites or services that Merchant visits.

#### 7. INDEMNIFICATION.

Merchant agrees to indemnify, defend, and hold harmless Company, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third-party due to or arising out of: (a) Merchant's access to or use of the Service; (b) Merchant breaches of these Guest ID Terms, the Additional Terms, and any third party terms and conditions as provided in the Services; (c) Merchant's violation of any law or the rights of a third-party; (d) a claim that any of the Merchant information or other any licensed materials granted to Company by Merchant infringes a copyright, database right, trademark, service mark, trade name, patent, trade secret, moral right or other intellectual property right of a third party and (e) any dispute or issue between Merchant and any third-party, including any other Guest or Merchant user of the Service or any third-party vendor. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Merchant, and in that case, Merchant agrees to cooperate with Company's defense of that claim.

## **8. DISCLAIMER**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO COMPANY), OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. COMPANY DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, INJURY, OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICE, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICE IN ANY GEOGRAPHIC AREA. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

Company does not guarantee any result using the Service. Company makes no guarantee with respect to the security or the effectiveness of the products.

## **9. LIMITATION OF LIABILITY / EXCLUSIVE REMEDY**

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR VENDORS (THE "COMPANY PARTIES") BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO MERCHANT'S USE OR ACCESS OR INABILITY TO USE OR ACCESS THE SERVICE OR ANY MATERIALS OBTAINED ON OR THROUGH THE SERVICE, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE FOR ANY AMOUNT OF DAMAGES.

In addition, Company will not be liable in respect of the following: (a) any decisions made by Merchant as a result of the performance of the Service, (b) any decisions made by Merchant as a result of any transactions made by Merchant using the platform or in reliance of the Service, or (c) Merchant's misuse of the Service or other material provided to Merchant in connection with the Service.

## **10. CHOICE OF LAW; DISPUTES.**

These Guest ID Terms are governed in all respects by the laws of the State of Delaware, without reference to its conflicts of laws principles. The parties hereby agree that all claims arising under or related to these Guest ID Terms shall be brought exclusively in a federal or state court in the Delaware and hereby irrevocably consent to the personal jurisdiction of such courts.

## **11. RELATIONSHIP OF THE PARTIES**

By accepting these terms, Merchants agree as follows: (a) Company is acting as an independent contractor with respect to the Service. Merchant shall not (i) be considered an employee or agent of the Company; nor (ii) have any authority under this Agreement to bind or otherwise obligate the Company on any matter whatsoever. Nothing contained in this Agreement shall be construed to imply a partnership, agency, or any other fiduciary relationship between the Company and Guest and Merchant. (b) Company will not be bound by the terms of any lease or other agreement entered into between a Guest and Merchant and will not be liable for any breach of such agreement by either a Guest or Merchant. (c) In providing this Service, Company makes no rental decision regarding any application for housing, and is not the party determining the nature or amount of any outstanding lease obligation, including rental amounts, fees, deposits, etc.

## **12. GENERAL**

Company reserves the right to change these Guest ID Terms at any time in its sole discretion on a going-forward basis. Any changes will be effective immediately upon posting the revised version of these Guest ID Terms on the platform. Merchant's continued use of the Service after notice of such changes will constitute acceptance of and agreement to any such changes. You further waive any right Merchant may have to receive specific notice of such changes to these Guest ID Terms. Merchant is responsible for regularly reviewing these Guest ID Terms. Any Guest-facing terms related to the Services described herein, including posted updates or amendments thereto, apply only as between Merchant and the Guest and do not amend or limit Merchant's obligations to Vantage or Company under these Guest ID Terms or the Agreement. If any part of these Guest ID Terms is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Guest ID Terms will continue in effect. Merchant shall not assign all or any part of this Agreement without Company's prior written consent. The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Company's failure to act with respect to a breach by Merchant or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Guest ID Terms, and all expressly incorporated agreements, constitute the entire agreement between Merchant and Company and supersede all prior or contemporaneous communications of any kind between Merchant and Company with respect to the Service.