

# AIR PEACE OF MIND

## REGISTERED USER AGREEMENT

ANY PERSON OR ENTITY ("User" or "You") REGISTERING TO USE THE SERVICES AVAILABLE VIA THE SITE AT [www.AirPeaceOfMind.com](http://www.AirPeaceOfMind.com) ("Site") OR VIA THE APP KNOWN AS "Air Peace Of Mind" ("App") AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS REGISTERED USER AGREEMENT ("Agreement").

**PERSONAL DATA:** You agree to provide only true, accurate and complete information to us via the Site and/or the App. Any personal information provided by you to us will be treated with appropriate care and security in accordance with, and by agreeing to this Registered User Agreement you expressly agree to the terms of, our [Privacy Policy](#).

1. **AirPeaceOfMind.com**. The Site and the App, together with all content, data and other materials contained therein ("**Content**") are owned or controlled by Air Peace of Mind Ltd, a company incorporated in England with its registered office at The Refinery, 13 Radnor Walk, London SW3 4BP, UK. Air Peace of Mind Ltd is referred to in these terms and conditions as "**we**", "**us**", "**our**" or "**APOM**". When you register with (or otherwise access) the Site or the App, you are contracting with APOM. By accessing and using the services available at the Site and/or the App, you warrant and represent that you are at least 18 years old and that you are capable of being, and shall be, bound by the terms of this Registered User Agreement.

2. **Passwords**. You agree: to keep your password secure and confidential and to not allow anyone else to use your email address or password to access the Site, the App or any Content; to not do anything which would assist anyone who is not a registered User to gain access to any secured area of the App or the Site, and; to not create additional registration accounts for the purpose of abusing the functionality of the Site, the App or any Content, or other Users, or to seek to pass yourself off as another User. If you think someone else has obtained your account details, please let us know immediately via [operations@airpeaceofmind.com](mailto:operations@airpeaceofmind.com) and we will close your account as quickly as possible. Please note that you will be responsible to APOM and to others for all activity that occurs under your registration account.

3. **The APOM Service**. APOM is an online booking platform for Users seeking to book accommodation ("**Guests**"), and for Users with properties ("**Hosts**" or "**Clients**") seeking to offer such properties for let ("**Properties**"), as well as a management service for short-term lets (including those procured via APOM's booking platform and/or third party online booking services), and from time to time APOM may offer certain downloadable and/or physical products for purchase ("**APOM Service**"). After you have registered as a User: if you wish to book accommodation at a Property ("**Booking**") you must agree to the terms of the [Rental Agreement](#), and if you wish to offer your Property as a Host you must agree to the terms of the [Client \(Host\) Agreement](#).

4. **Guest Bookings**. Properties are let by the Host pursuant to a Rental Agreement, and APOM is not a party to any Rental Agreement or other contract between a User and a Host. From time to time, APOM may assess Hosts and Properties but APOM does not guarantee, and APOM makes no warranty or representation regarding, the reliability, quality or suitability of any particular Property or Host. If you happen to interact with a Host during a Booking, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons that you do not know personally. By using the Service you agree to hold APOM free from any liability that might arise out of any transaction between you and any Host. Neither APOM nor its affiliates shall be liable or held responsible for any loss incurred during a booking or whilst at a Property. Please note that provision of the APOM Service is subject to confirmation of your identity by APOM before the Booking begins (which shall be to the satisfaction of APOM and/or the Host in our/their sole discretion) and you acknowledge and agree that you may be denied access to (or benefit of) a Booking if you refuse or are unable to provide satisfactory evidence of identity on request.

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5. **Cancellations and Refunds.** You may cancel a Booking by email notice if received by APOM and/or the Host within 24 hours of the booking confirmation. If you cancel any Booking after such twenty-four (24) hour period, you will be charged the full cost and shall not be eligible for a refund unless specified in the Rental Agreement. If you claim that you have not received reasonably satisfactory services from a Booking (as had been described on the relevant page of the Site or are otherwise dissatisfied, either being a "**Dispute**"), APOM may, without obligation, choose to mediate or arbitrate the Dispute in pursuit of a resolution. Notwithstanding any such alternative resolution process, any and all Disputes must be resolved solely between you and the relevant Host. Any refund request will be considered in our sole discretion and our decision will be final. Nothing herein affects your statutory rights.

6. **Pricing.** You acknowledge and agree that APOM shall charge you for the APOM Services provided via the Site and/or App, on behalf of itself and the applicable Host(s). Payment of the listed price for the Booking (with any other charges incurred in connection with the APOM Service, together the "**Price**") shall be considered the same as payment directly by you to the Host. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by APOM. Prices are as set out on the relevant pages of the Site and App from time to time. Prices (and availability of specific Products) are subject to change by posting new prices or notification of availability. All prices are exclusive of VAT (or sales tax) unless otherwise stated. Please note that use of the Site and App may be subject to data charges imposed by your internet or mobile phone provider and you will be responsible for payment of any such charges.

7. **Payments.** Payments may be made by credit or debit card using Visa, MasterCard, Maestro or American Express (or other payment methods offered from time to time as detailed on the Service). All transactions are charged immediately. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, your order will be cancelled and we will not be liable for any delay or non-delivery. We are not responsible for your card issuer or bank charging you as a result of us processing of your credit/debit card payment in accordance with your order nor are we obliged to inform you of any reason for refusal. By using your credit or debit card, you confirm that the card belongs to you and that there are sufficient funds or credit available to cover the charges. Please note that international payments and certain payment methods may give rise to higher payment processing costs.

8. **Agency.** Hosts are not employed by APOM, and APOM does not provide property or accommodation for let. Acceptance of a Booking by APOM (as agent for the Host) gives rise to a contract between you and such Host. APOM accepts bookings for accommodation from Users only while acting as disclosed agent for the Host.

9. **Promotions.** APOM may, in its sole discretion, create promotional codes that may be redeemed by you for credit, or other features or benefits related to the APOM Service subject to any additional terms that APOM establishes on a per promotional code basis ("**Promo Codes**"). You agree that Promo Codes: (i) must be used by and for the intended User and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by APOM; (iii) may be disabled by APOM at any time for any reason without liability to APOM; (iv) may only be used pursuant to the specific terms that APOM establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. APOM reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that APOM determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these terms.

10. **User/Host Content.** When you supply material to APOM for use in on the Site or the App (including, without limitation, Property details, reviews and comments) you hereby grant to APOM

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a worldwide, non-exclusive licence to use that material generally on the Site and the App, for purposes of providing the APOM Service and for reasonable promotional purposes. You further agree to waive your moral rights for the purposes of this license. Where necessary, we reserve the right to cut, edit or arrange your uploaded material as necessary in our discretion. For the avoidance of doubt, you acknowledge and agree that any content you supply to APOM may be exhibited on other services (including YouTube, Facebook, Instagram and/or Twitter) and that users of those other sites/apps may share your content elsewhere in accordance with the relevant third party service terms or otherwise. You further acknowledge that APOM may not have the right to ensure any takedown of your content from third party sites. You warrant and represent that you have (and will continue to have during your use of the APOM Services) all necessary licences, rights, consents, and permissions which are required to enable APOM to use your content for the purposes stated above and that you personally created all content (and all materials contained within content) that you supply to the App and/or the Site, and that you own or control all rights in your content. You acknowledge and agree that, while APOM reserves the right to remove any item(s) of content from the Site and/or the App at any time, APOM shall not be responsible for issuing "Take Down Notices" to any third party site (including YouTube and/or Facebook) and APOM shall have no liability for the posting of any content to a different platform by another user or any third party.

11. **User Code of Conduct.** You agree to comply with applicable law in using the Site and the App at all times in relation to APOM Services. You further agree that you are responsible for the Content and/or communications you supply to APOM for use on the Site and the App. Specifically in relation to the Site and the App, you agree:

- a. not to supply content or participate in any form of activity which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually-oriented, racially-offensive or otherwise includes objectionable material;
- b. not to supply content which you do not have the right to use;
- c. not to abuse other users or anyone else, and not to contact anyone who has asked not to be contacted;
- d. not to use the Site or the App to engage in any commercial activities not approved in writing by APOM;
- e. not to publish your own (non-APOM) contact details or those of anyone else;
- f. not to register more than one account for yourself or anyone else;
- g. not to supply content that contains software viruses or any other computer code, files, or programmes that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- h. not to supply content that contains anything which could be used to determine or alter the architecture of the Site and/or the App, or could be used to decompile, disassemble, or reverse engineer the Site and/or the App;
- i. not to use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from APOM; and/or
- j. not to attempt to gain unauthorised access to APOM's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.

You acknowledge and accept that when you upload material to APOM, you may be exposed to comments or critical submissions from other users that are unfair, inaccurate, offensive, indecent, or otherwise objectionable to you and you hereby waive any rights or remedies you have or may have against us with respect to any such comments or submissions.

12. **No Endorsement.** APOM does not pre-screen or monitor, and therefore does not endorse, (and APOM expressly disclaims any and all liability in connection with) any particular Host, Property or other third-party or third-party service, or content. For the avoidance of doubt,

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APOM is not affiliated with any Host or other third party service (other than by way of agency for purposes of providing the APOM Service).

13. **Objectionable Material.** If you encounter or become aware of any objectionable or infringing or unlawful content posted anywhere on the Site or the App, please immediately report such material (and the specific page on which it is found) to [operations@airpeaceofmind.com](mailto:operations@airpeaceofmind.com). Please note that there may be adverse legal consequences if you make a false or bad faith allegation through this process.

14. **Warranties and Indemnity.** You hereby warrant and represent that you have the right and power to enter into and perform your obligations hereunder. You hereby agree to defend, indemnify, and hold harmless APOM, its parents, subsidiaries, affiliates, directors, officers, employees, and agents, with respect to any claim, demand, cause of action, or debt or liability brought by or claimed by any third party, including lawyers' fees, to the extent that any such claim is based upon or arises out of a breach of any of your representations, warranties, covenants, or obligations in this Registered User Agreement. To the extent permitted under applicable law, all APOM services and products are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied. Without limiting the foregoing, APOM makes no warranty that (a) the APOM Services will meet your requirements, (b) the APOM Services will be uninterrupted, timely, secure, or error-free, (c) the results obtained from the use of the APOM Services will be effective, accurate or reliable, or (d) the quality of any materials or services obtained by you from the Site or the App, from us, or from any third parties' websites to which the Site or the App is linked, will meet your expectations or be free from mistakes, errors or defects.

15. **Featured Links.** The Site and/or App may display and/or refer to links to other websites and services from time to time. APOM: (i) does not endorse or take responsibility for the content of such sites or services, (ii) is not responsible for the availability of such sites or services; and (iii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked sites or services, you do so at your own risk.

16. **Linking to the Site.** Any other website may link to the Site, provided it does not imply any endorsement of its products or services by APOM, does not misrepresent its relationship with or present false information about APOM, does not infringe any intellectual property or other right of any person and complies with all relevant laws and regulations. Please note, however, that APOM reserves the right to withdraw such permission at any time (generally or in relation to specific site(s) as applicable in each case) and to take any other appropriate action.

17. **Hacking.** You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "**Interfere**") with the Site, the App and/or the Content in any manner. If you in any way Interfere with any of these, you agree to pay all damages incurred by APOM. We will cooperate with the authorities in prosecuting anyone who Interferes with the Site, the App and/or the Content or otherwise attempts to defraud APOM or any other parties through use of the Site, the App and/or the Content or the services provided therein. APOM reserves the right to deny any or all access to the Service to any User for any reason, at any time, in our sole discretion. User agrees that we may block User's access at any time, and at our sole discretion we may disallow User's continued use of the Site, the App or the Content without notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Registered User Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

18. **Complaints.** If you would like to notify us of any content which you believe does not comply with this Registered User Agreement or otherwise is objectionable, please notify us via [operations@airpeaceofmind.com](mailto:operations@airpeaceofmind.com) (making sure to include specific references for the objectionable content and the reasons you believe it does not comply).

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19. **Trade Marks.** The brands and service names used in the Site, the App and/or the Content (including without limitation, “Air Peace of Mind”) are trademarks or trade names of APOM or its trading partners unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or taglines without the prior written consent of APOM.

20. **Limitation of Liability.** The Site and the App are intended only for the purposes specified therein. Your use of the Site, the App and/or the Content is entirely at your own risk. Please note that, whilst we endeavour to provide accurate and useful information, the Content may be inaccurate and is subject to change, often at very short notice. To the fullest extent permitted by applicable law, all Content is provided without any representations or warranties of any kind (either implied or express). Specifically, APOM does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including (without limitation) viruses or other harmful elements. User agrees that the liability of APOM to User under this Registered User Agreement shall be limited to direct damages of up to the amount User has actually paid to APOM for its services (or, if greater, £100).

21. **Indemnity.** User agrees to indemnify APOM for any loss or damage that may be incurred by APOM (and/or its directors, employees and/or affiliates), including without limitation any legal fees, arising from User's use of the Site, the App, the Content, or User's use of any information obtained therefrom.

22. **Severability.** If any part, term, or provision of this Registered User Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

23. **Changes to this Agreement.** This Registered User Agreement and/or any other terms of service may be changed without prior notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Site and/or the App (or otherwise made available to you). User's continued use of the Site, the App the Content or services provided by APOM, constitutes agreement with and acceptance of any such amendment or other changes.

24. **Law and Jurisdiction.** This Registered User Agreement shall be governed by and will be construed in accordance with English Law. Any disputes arising under or in connection with this Registered User Agreement shall be subject to the exclusive jurisdiction of the English Courts.