



Ivaciononline Damage Warranty Protection

Warranty Protection

Subscriptions can be purchased with or without an extended warranty plan. If you do not purchase a subscription by the expiration of the trial period, your access to the software and site is immediately revoked. The annual rates of the various subscription fees and plans are subject to change, and are not refundable. You may cancel your subscription at any time and have your information withdrawn from the site, but the subscription fee is not refundable or subject to proration.

i. Owners may purchase limited software and extended service warranty protection on a per booking basis. Ivaciononline.com, LLC provides software, information, views, and services that assists you in successfully renting your vacation property. While we do not guarantee that the software and services provided will create a profit, their purpose is to make the process of renting your property easier and more likely to create a profit for the Owner. Rather than build a flat warranty fee into the annual subscription, Ivaciononline.com, LLC offers a per booking warranty option for Owners. In that way, Owners who have fewer rentals pay less than those Owners who have frequent rentals.

ii. The extended warranty fee is optional. The cost is \$ 49.00 (U.S.) per booking, payable at the time of booking (we cannot accept late payment; failure to pay prior to arrival of the Guest at the property will result in no warranty). Upon receipt of the extended warranty fee by Ivaciononline.com, LLC, we will warrant that the software and presentation will be a quality service, the service will assist you connecting to quality Guests, and the software will help you manage the rental to the Guest(s). To the extent that Guests using the site rent your vacation property, we warrant within certain limits set forth below, that the service Ivaciononline.com provides will connect you to quality.

Guests who will not damage your property.

1. An Owner may pass along the cost of the extended warranty to the Guest. Should an Owner choose to pass along the cost of the extended warranty to the Guest, the Owner must either collect the extended warranty cost from the Guest and remit it to Ivaciononline.com, LLC prior to the rental or configure to the software provided by Ivaciononline.com to automatically bill the Guest the extended warranty fee and remit it to Ivaciononline.com, LLC. Owners are not required to pass along the cost of the extended warranty to Guests, and if an Owner chooses not to pass along the cost, the Owner must personally remit the warranty fee to Ivaciononline.com, LLC prior the Guest arriving at the property in order to participate in the Extended Warranty Plan for that particular Guest.

iii. The limit of the extended warranty in which Ivaciononline.com, LLC will warrant the fair treatment of rental property listed on our site and used by Guests of our site is \$ 3,000.00 per booking. Any damage caused by a qualifying Guest beyond \$ 3,000.00 will be the responsibility of the Owner. Should an Owner report that a Guest or Guests damaged the rental property after renting the property using the Ivaciononline.com, LLC software and website, Ivaciononline.com, LLC will conduct an investigation of the report.

1. The report must be submitted to us within 14 days of the termination of the rental period. A paid receipt evidencing that the guest stayed at the property in question must be submitted to us within 60 days of the termination of the rental period.

2. Owner must provide all documentation and access requested by Ivaciononline.com, LLC in its investigation. Owner agrees to fully complete any and all forms provided to Owner by Ivaciononline.com, LLC in the course of its investigation. The documentation must demonstrate that the damage relates to the service provided by Ivaciononline.com, to wit: that the property was damaged by a Guest.

3. If the damage claimed by the owner is likely, in the sole determination of Ivaciononline.com, LLC, to be the result of intentional and/or criminal activity, the Owner must report the criminal activities to the appropriate law enforcement agencies in a timely manner, fully comply with all law enforcement requests, and fully cooperate with any investigation and prosecution by law enforcement (including appearing to testify).

a. Failure to report suspected criminal activity, failure to fully comply with law enforcement requests pertinent to the investigation and prosecution of suspected criminal activity, or failure to otherwise fully cooperate with criminal investigation and prosecution related to the damage voids the warranty.

b. Should the offending Guest or the Guest's invitees be found criminally liable for creating the damage and the criminal is Court ordered to pay restitution, Ivacationonline.com, LLC is not required to pay Owner any damages under the limited warranty, as it would likely result in a windfall for Owner, rather than make the Owner whole.

4. Ivacationonline.com, LLC will take a reasonable amount of time in investigating warranty claims, and may toll its investigation while a criminal investigation and/or prosecution is pending.

5. THE LIMIT ON EACH WARRANTY CLAIM IS \$ 3,000.00 AND WARRANTY CLAIMS ARE LIMITED TO PROPERTY DAMAGE ONLY, AND ONLY PROPERTY DAMAGE CREATED BY QUALIFIED GUESTS ON PROPERTY LISTED AND USING THE Ivacationonline.com, SOFTWARE AND WEBSITE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. IN NO EVENT SHALL Ivacationonline.com, LLC, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM A LOSS OF USE, BUSINESS, DATA, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHER OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SITE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

iv. Ivacationonline.com, LLC does not provide property insurance. We recommend that each Owner maintain adequate property insurance for each and every property it rents and take adequate precautions to keep its properties safe and a secure. The extended warranty is not insurance.

v. The limited warranty is limited not only to the maximum amount warranted (\$ 3,000.00) but also to property damage caused by Guests (and their invitees) booking the property through the site and software. Damage caused by acts of God, nature, normal wear and tear, person(s) on the property who did not book through the Site or software, or any other cause other than the mistreatment of the property from a Guest, is not covered under the limited warranty.

vi. Owners using the Ivacationonline.com LLC service for property in the states of Arizona, West Virginia, Connecticut, and New York are excluded from purchasing the extended warranty plan.