

# End User General Terms & Conditions Host Platform

This agreement is made by the Property Manager completing and submitting a registration form and by clicking "Sign me up". By lodging the registration form and by clicking "Sign me up" Property Manager acknowledges that it has read and agrees to comply with, these terms and conditions.

1. Background

AIRBETTER LIMITED, a company registered in United Kingdom, with company registration number 11552456, address Beaumont house, Kingswood Warren Park, Woodland Way, Kingswood KT20 6AD, Surrey, United Kingdom ("AIRBETTER LIMITED") provides an online marketplace for vacation rentals which takes the form of a software platform which can be used by property managers to sell nights in property manager's accommodation. Property Manager manages or has authority to represent and to buy nights on behalf of its customers from accommodation providers. Under this agreement AIRBETTER LIMITED will provide the services set forth herein.

2. Definitions

"Agreement" means the agreement constituted between AIRBETTER LIMITED and Property Manager comprising these terms and conditions and any applicable Product Schedules.

"Booking Sites" means websites for online travel agents, distribution agents, global distribution services, wholesale travel agents and others, through which a potential traveller can view, compare or reserve accommodation and related goods and services.

"Booking" or "Bookings" means a Booking made via the AIRBETTER LIMITED Platform for the property under the management or ownership of Property Manager or a contracting partner of Property Manager being an accommodation provider.

"Content" means the audio and visual information, documents, software, products and services contained or made available to or by Property

Manager in the course of using the Service.

"Guest" is the person / group making the Booking for accommodation of the Property Manager





"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world "PCI DSS" means the Payment Card Industry Data Security Standard issued by the Payment Card Industry Security Council from time to time and

at: <a href="https://www.pcisecuritystandards.org/document">https://www.pcisecuritystandards.org/document</a>
library?document=pci dss

available

"AIRBETTER LIMITED" means AIRBETTER, a UK corporation with company registration number 11552456, its headquarters located at Beaumont house, Kingswood Surrey KT20 6AD, UK.

"Property Manager" means the company or physical person defined on whose behalf the registration form has been lodged and theses terms & conditions has been approved, as well as Property Manager's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Property Manager, parties Property Manager agree to sell or buy from through the

platform, their employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by them.

"Platform" means the software Service provided by
AIRBETTER LIMITED through which Guests
purchases accommodation from accommodation
providers.

"Service" means any activity carried out by

AIRBETTER LIMITED for the benefit of Property

Manager.

"Property Manager" means the person signing this agreement or the company this person represents.

Information Storage

AIRBETTER LIMITED stores the following information: all relevant data pertaining to users' properties including descriptive texts, rich media such as photos and videos, prices and availability; personal and company data you give us in the sign up process. All data will be shared only by your agreement with third party sites such as agents or property providers by your agreement.

Data about your end consumers will be shared as appropriate with property providers during the booking process as outlined in our privacy policy.





AIRBETTER LIMITED does not store credit card information. Whenever AIRBETTER LIMITED passes your credit card deails, the informations is encrypted.

- 3. Supply of Services
- 3.1 For the duration of this agreement AIRBETTER
  LIMITED hereby grants Property Manager a nonexclusive, non-transferable, worldwide, revocable,
  royalty-free licence to use such AIRBETTER LIMITED
  Intellectual Property as is required to access the
  Platform, subject to these terms and conditions.
- 3.2. Property Manager may upload Property

  Manager's properties pricing, digital media such as
  images and text describing accommodation for rent
  and calendar data describing the nightly availability
  of each accommodation unit for sale. AIRBETTER

  LIMITED will store such data and distribute it in real
  time or close to real time to other partners of
  Property Manager, authorised by Property Manager.

  Property Manager is responsible for obtaining any
  and all approvals and permits from relevant parties
  necessary for AIRBETTER LIMITED to store and
  distribute such data.
- 3.3. Property Manager is exclusively liable for any data input into the Platform or other infrastructure by Property Manager, a Guest, accommodation provider or other person in relation to the Services provided

under this agreement. AIRBETTER LIMITED expressly disclaims any liability in respect of any loss or damage suffered or incurred by Property Manager as a result of incorrect data input into the Platform or use of the Services and shall indemnify and hold harmless AIRBETTER LIMITED in respect of any loss liability incurred by AIRBETTER LIMITED in respect of any such use or access.

- 3.4. By authorising accommodation providers and Guests to access information via the Platform,
  Property Manager agrees for all Content to be published on their sales platforms. Property Manager is exclusively liable for obtaining authorisation from accommodation providers, Guests or other users to republish their Content. Property Manager may not redistribute it for further republication by third parties.
- 3.5. The license in clause 3.1 is granted subject to the following conditions:
- a) the Platform, AIRBETTER LIMITED software and AIRBETTER LIMITED infrastructure are exclusively for Property Manager's use and may only be used as set forth in this Agreement;
- b) the Platform must not be used to provide, in whole or in part, any service or functionality which





competes with AIRBETTER LIMITED's products or business;

- c) Property Manager must not reproduce or copy

  AIRBETTER LIMITED software in whole or in part

  except for backup and archive purposes;
- d) Property Manager must not use the Platform or AIRBETTER LIMITED infrastructure for any other purpose than the purpose for which it is set forth in this Agreement, including (without limitation):
- a. for any improper or unlawful purpose;
- b. to create for the purpose of, or in a manner that transmits, publishes or communicates material which is defamatory, offensive, abusive, indecent, discriminatory, menacing, unwanted, in breach of confidence, illegal or which brings AIRBETTER LIMITED or any of AIRBETTER LIMITED's agents into disrepute;
- c. in any way which damages or interferes with

  AIRBETTER LIMITED Infrastructure or the supply of
  the Service to other AIRBETTER LIMITED customers;
  d. to host or transmit information which contains
  viruses or other harmful code or data designed to
  interrupt, damage, destroy or limit the functionality of
  any software, hardware or equipment; or

- e. for any benchmarking or competitive purpose or to develop a similar or competitive product.
- e) Where AIRBETTER LIMITED provides access to any third party software Property Manager must enter into an end user license agreement of such third party or other terms imposed by a licensor thereof. Property Manager shall be exclusively responsible for complying with such end user license agreement.
- f) Property Manager shall at all times remain polite and respect rejection and under no circumstance harass other users who have indicated they do not wish to conduct business with Property Manager.
- 3.6. If and when AIRBETTER LIMITED distributes credit card numbers to Property Manager,

  AIRBETTER LIMITED will do so in accordance with the PCI DSS.
- 3.7. Property Manager must not, and must ensure that any user or other third party to whom access has been granted by Property Manager does not, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the AIRBETTER LIMITED Software or software of a third party.





- 3.8. AIRBETTER LIMITED may suspend or terminate access to any Products or Services in the event of any breach or suspected breach of this agreement.
- 4. Contacts between Property Manager, Guests and accommodation providers etc.
- 4.1. Property Manager, accommodation providers,Guests and other users authorised by PropertyManager may contact each other via the Platform or outside the Platform to make agreements
- 4.2. Before buying or selling nights from another platform Property Manager undertake to agree with the provider of such other platform regarding pricing, which of Property Manager shall receive payment from the Guest, how the commission revenue will be shared, and who will invoice who and when. Property Manager shall communicate with Guest to confirm a Booking and how potential problems will be resolved, including the following problems: cancellation by Guest or accommodation provider, fraud by the Guest or accommodation provider, complaints by the Guest about product quality, double Bookings, failure by Property Manager or the accommodation provider to fulfil the service agreed to. Once an agreement is reached both Property Manager and the accommodation provider shall check the relevant box in the AIRBETTER LIMITED platform to activate the
- service allowing Property Manager to buy or sell nights to the Guest. AIRBETTER LIMITED shall under no circumstance be liable to Property Manager, the accommodation provider, a Guest or any other user of the Platform for any cancellation by a Guest or accommodation provider, fraud by a Guest or accommodation provider, complaints by a Guest about product quality, double Bookings and failure to provide the service agreed to.
- 4.3. Property Manager shall observe and uphold the contractual terms Property Manager agreed with each accommodation provider, Guest or any other user of the Platform. Once a Guest makes a Booking through the Platform and payment is received the Booking is binding. AIRBETTER LIMITED is a real time Booking platform meaning that Bookings cannot be rejected by an accommodation provider if their calendar showed availability.
- 4.4. AIRBETTER LIMITED shall under no circumstance be responsible for incorrect Content provided by Property Manager, the accommodation provider, a Guest or any other user of the Platform, which is published on the Platform. AIRBETTER LIMITED cannot and will not verify if properties are real and the responsibility for vetting these properties lies with the Property Manager. Fraud detection is the responsibility of the Property





Manager and Property Manager undertake to indemnify AIRBETTER LIMITED against losses resulting from fraud by the accommodation provider, a Guest or any other user of the Platform.

- 5. Information Storage
- 5.1. AIRBETTER LIMITED stores the following information: all relevant data pertaining to property managers' properties including descriptive texts, rich media such as photos and videos, prices and availability; personal and company data Property Manager give AIRBETTER LIMITED in the sign up process. All data will be shared only by Property Manager in agreement with third party sites such as agents or property providers by Property Manager agreement.
- 5.2. Data about the accommodation provider, a Guest or any other user of the Platform will be shared as appropriate with property providers during the Booking process as outlined in our privacy policy.

  AIRBETTER LIMITED does not store credit card information. Whenever AIRBETTER LIMITED passes

  Property Manager credit card details, the information is encrypted.
- 6. Guest Payments

- 6.1. Please refer to the airbetter Payment Schedule to determine the agreed payment terms and conditions.Payments are not handled by the SOFTWARE.
- 6.2. Disputes between Users regarding payment are the sole business of the Users. AIRBETTER LIMITED will not become involved in such disputes.
- 7. Fees & Payment Terms
- 7.1. In consideration of performance of the services by AIRBETTER LIMITED, Property Manager shall pay the fee set forth in appendix 1,"Fees for the service".

  This fee is payable by the Property Manager when AIRBETTER LIMITED has provided access to the Platform to the Property Manager, the accommodation provider, a Guest or any other user of the Platform.
- 7.2. Property Manager shall reimburse AIRBETTER
  LIMITED's additional services according to
  AIRBETTER LIMITED's current pricelist for such
  services.
- 7.3. AIRBETTER LIMITED is entitled to charge license fees for third party applications, which AIRBETTER LIMITED provides access to through the Services, if the licensor providing the applications changes its fees towards AIRBETTER LIMITED. All use of such third party applications and software are subject to





the terms of the provider thereof and AIRBETTER

LIMITED will not be liable to any extent further than
it itself is held harmless by such third party provider.

7.4. AIRBETTER LIMITED is only obliged to refund any payments received if Property Manager terminates the agreement before the first full fourteen (14) days has passed since the agreement entered into force as per 17.2

7.5. Fees shall be paid monthly in advance against invoice. Reimbursement of specific costs may be invoiced as part of a monthly invoice or earlier if AIRBETTER LIMITED provider so desires. All payments shall be made at the time of contract and when an invoice is issued.

7.6. In the event Property Manager is late in making payment in full on the due date of any invoiced sum, AIRBETTER LIMITED shall be entitled to suspend provision of the Services, provided that fifteen (15) days have passed since a written demand regarding the late payment was sent to Property Manager.

AIRBETTER LIMITED may at its sole discretion resume provision of the Services provided the Property Manager has paid all outstanding invoiced sums plus a re-connection fee of three hundred (300) Euro.

7.7. In the event of late payment, AIRBETTER
LIMITED shall be entitled to interest in accordance
with the Interest Act (whether or not the provision of
the Services is suspended).

7.8. The provision above does not entail any limitation on the AIRBETTER LIMITED's right to damages or the remedies due to the Property Manager's breach of contract.

# 8. Suspension of Services

8.1. AIRBETTER LIMITED may suspend the use of the Platform with immediate effect in case of abuse of the platform, i.e. if the Platform is used in violation of the Agreement or if AIRBETTER LIMITED incurs or risks incurring a reputational, financial or other injury or otherwise fails to adhere to clause 3.5.

8.2. AIRBETTER LIMITED or a third party software provider may suspend Services in case of scheduled and unscheduled maintenance or when it handles updates in relation to the AIRBETTER LIMITED Platform, the Services or the third party software from time to time. AIRBETTER LIMITED will use its reasonable efforts to give Property Manager notice regarding any scheduled maintenance and will use reasonable endeavours to perform all scheduled





maintenance at times it deems likely to minimise negative effects for Property Manager. If AIRBETTER LIMITED at its sole discretion deems it necessary to perform unscheduled or urgent maintenance, then AIRBETTER LIMITED will use reasonable efforts to provide prior notice to Property Manager, however Property Manager accepts that such prior notice may not always be possible.

8.3. AIRBETTER LIMITED may, upon reasonable notice, without incurring any liability therefore and with immediate effect suspend a Service for as long as AIRBETTER LIMITED, acting reasonably, at its sole discretion deems it necessary to comply with any law or decision of an authority of competent jurisdiction, protect any person, or equipment, or enable authorised persons to attend to any emergency, or to prevent any flooding of data or other action of Property Manager, Guests, accommodation providers or other users which is causing AIRBETTER LIMITED Platform to perform at a reduced level.

# 9. Security

9.1. AIRBETTER LIMITED undertakes to make its best efforts to keep its Users' data confidential and to distribute it only to authorised parties. Property Manager are requested to keep backups of Property Manager own data and in the event of a data loss AIRBETTER LIMITED does not guarantee to keep copies of Users' data. Users are responsible for the accuracy of their own data and for checking the quality of the data they re-publish from other Users.

AIRBETTER LIMITED makes no warranties about the accuracy or quality of the data supplied by the platform's Users.

9.2. Property Manager undertakes to use the system only for its intended purpose. Software hacking, reuse of our software code, accessing materials which Property Manager have not been authorised to use, and deliberately placing the platform under undue stress and repeatedly harassing other Users via unsolicited email or other means of communication are strictly forbidden.

# 10. Confidentiality

10.1. Property Manager agrees not to reveal to third parties confidential information, which Property

Manager obtains from AIRBETTER LIMITED or which is created or arises during performance of the

Services.

10.2. Confidential information refers in this agreement to any item of information – technical, commercial or of any other nature – regardless of whether or not such information has been documented, with the exception of:





a) information, which is generally known or which becomes a matter of general knowledge in a manner other than through Property Manager's breach of the provisions of the agreement;

b) information, which Property Manager can prove that it had possessed before he received it from AIRBETTER LIMITED;

c) information, which Property Manager received or will receive from a third party when such party does not have a duty of secrecy to AIRBETTER LIMITED.

10.3. In cases referred to by c., above, Property

Manager is not however entitled to reveal to third

parties that the same information has been received

from AIRBETTER LIMITED pursuant to this

agreement.

10.4. Property Manager agrees to ensure that its employees, consultants and board members do not disclose confidential information to third parties.

10.5. Property Manager shall not without compelling reason reveal

a) the Contents of this Agreement or any arbitration award related to this Agreement;

 b) any information regarding negotiations or arbitration or mediation proceedings related to this Agreement. The obligations under a)-b) above shall survive the termination of the agreement.

10.6. If Property Manager violates this provision he shall upon request pay to AIRBETTER LIMITED a penalty of fifty thousand British pounds (50 000 GBP) for each violation. The payment of penalty does not affect AIRBETTER LIMITED's right to apply other sanctions than damages to the contractual breach. Violation of this provision exists even without proof of intent or negligence.

# 11. Breach

If AIRBETTER LIMITED has reason to believe that

Property Manager or a User violated any part of this
agreement, AIRBETTER LIMITED may suspend all
Services to be provided hereunder with immediate
effect without incurring any liability therefore. In
cases of such suspension, any funds owed to
AIRBETTER LIMITED must be settled immediately
and AIRBETTER LIMITED reserves the right to set off
any fees due from deposits made by the User which
have been held in trust.

12. Intellectual Property and infringement of rights of third parties





12.1. AIRBETTER LIMITED holds all rights to the Services and related software to the extent any such right is not held by a licensor retained by AIRBETTER LIMITED or a third party software or license provider.

12.2. If any claim is made or threatened against
Property Manager by any third party that the use by
Property Manager, accommodation provider or Guest
of any service or related software infringes a UK
copyright of that third party being in force at the date
of the agreement, Property Manager shall notify
AIRBETTER LIMITED fully and promptly after it
becomes aware of the claim or threatened claim, and
subject to clause 7.2, AIRBETTER LIMITED shall
indemnify Property Manager against any third party
claims which are awarded against Property Manager,
provided that AIRBETTER LIMITED is promptly given
full control of any legal proceedings or negotiations in
connection with the claim or threatened claim, and
that Property Manager

- a) shall give AIRBETTER LIMITED all reasonable
   assistance for the purpose of any such proceedings or negotiations,
- b) makes no prejudicial admission or statement or otherwise compromise any such proceedings or negotiations, pay or accept any claim or threatened

claim without the consent of AIRBETTER LIMITED, except under a final award,

- c) accounts to AIRBETTER LIMITED for any damages and costs which are awarded against or agreed to be paid by any third party in respect of any such claim or threatened claim, and
- d) takes such steps as AIRBETTER LIMITED may reasonably require to mitigate or reduce any loss of Property Manager.
- 12.3. AIRBETTER LIMITED shall have no liability to Property Manager if the infringement or threatened infringement of intellectual property rights of any third party is the result of
- a) Property Manager, accommodation provider or Guest modifying or misusing the Service or related software or other intellectual property right or providing such to a third party,
- b) the failure of Property Manager, accommodation provider or Guest to use enhancements or modifications offered by AIRBETTER LIMITED in order to avoid infringement,
- c) the use of information, documents, software,
  facilities or any other items supplied by Property
  Manager, accommodation provider or Guest for the
  purposes of the Assignment or





d) the combination of the Service and related software with any product or service not delivered by AIRBETTER LIMITED hereunder.

12.4. AIRBETTER LIMITED shall own and have the exclusive right to all intellectual property, ideas and software developed or derived from AIRBETTER LIMITED's Services and related software irrespective of if such is developed or derived as a result from ideas or suggestions from Property Manager.

12.5. The indemnity contained in this clause 12 constitutes Property Manager's sole and exclusive remedy and AIRBETTER LIMITED's entire liability with respect to any part of the Service or related software infringing any copyright or patent of any third party.

### 13. Warranties

AIRBETTER LIMITED may not be held responsible for damages to third parties resulting from distribution of data and media supplied by Property Manager, an accommodation provider or a Guest which Property Manager were unauthorised to send to us. Property Manager warrant that Property Manager, the accommodation providers and Guests have permission to distribute all data and media provided to AIRBETTER LIMITED, used in connection with the Services or presented on the Platform. Property

Manager is responsible for any and all damages to

AIRBETTER LIMITED or third parties resulting from

malicious code or computer viruses which are

contained in any use by Property Manager,

accommodation providers or Guests of the platform.

# 14. Limitation Of Liability

14.1. In no event other than breach of clause 3.3 or abuse of the Platform as set forth in clause 9 shall either party's aggregate liability exceed the amounts actually paid by and/or due from Property Manager in the twelve (12) month period immediately preceding the event giving rise to such claim.

14.2. AIRBETTER LIMITED shall under no circumstances be liable to Property Manager for any loss of profits, loss of business, business interruption or loss of business opportunity or for any other indirect or consequential loss or damage. For the avoidance of doubt, reimbursements or damages paid by Property Manager to an accommodation provider or a Guest are not to be considered an indirect or consequential loss or damage under the Agreement.

AIRBETTER LIMITED shall under no circumstances be liable to Property Manager for any loss or damage due to a disagreement, conflict or claim between Property Manager, an accommodation provider





and/or the Guest who made a reservation via the Platform for double Bookings or otherwise.

14.3. Property Manager recognizes that AIRBETTER LIMITED is not a party to any agreements created by use of the Platform as all such agreements is made exclusively by and between Property Manager and the respective accommodation provider or Guest, nor is AIRBETTER LIMITED a real estate broker, agent or insurer. Hence, Property Manager undertakes to save and hold AIRBETTER LIMITED harmless against any and all claims from accommodation providers and Guests as well as not to direct any claims towards AIRBETTER LIMITED based on the action, performance or non-performance of an accommodation provider or a Guest.

14.4. Property Manager recognizes that any payment service provider is exclusively responsible for the payment services and Property Manager therefore undertake not to direct any claims whatsoever against AIRBETTER LIMITED regarding payments via such payment services provider or any circumstance relating to such payment services provider as AIRBETTER LIMITED is not their agent or otherwise involved in or part to the relationship between Property Manager and such payment services provider.

14.5. If AIRBETTER LIMITED materially fails to comply with the agreement, AIRBETTER LIMITED is responsible for any direct loss or damage Property Manager may incur as a foreseeable result of AIRBETTER LIMITED breaching this agreement or materially failing to use reasonable care and skill when providing the Services. Loss or damage is foreseeable if either AIRBETTER LIMITED or Property Manage had reason to suspect that such loss or damage may occur.

14.6. AIRBETTER LIMITED will take reasonable care to ensure that any data it holds in relation to Property Manager is secure. However, Property Manager acknowledge and agree that a service provided via the internet cannot be completely secure and AIRBETTER LIMITED will only be responsible to Property Manager for loss or damage to Property Manager's data to the extent that it is caused by AIRBETTER LIMITED's material failure to take such reasonable care.

14.7. Whilst AIRBETTER LIMITED will use its reasonable efforts to make sure that its service is available to Property Manager, accommodation providers and Guests when they want to use it, AIRBETTER LIMITED makes no promise or guarantee that its service will be uninterrupted or error free and AIRBETTER LIMITED will not be responsible to





Property Manager, accommodation providers or Guests for such errors or interruptions.

15. Modification Of Service

AIRBETTER LIMITED reserves the right to, at its sole discretion, modify the Service at any time, effective upon posting. Property Manager is responsible for regularly reviewing the Service. Continued use of the Service after any such changes shall constitute Property Manager's consent to such changes.

16. Assignment of Agreement

This Agreement may not be assigned by Property

Manager without the prior written approval of

AIRBETTER LIMITED but may be assigned without

Property Manager's consent by AIRBETTER LIMITED

to (i) a parent or subsidiary, (ii) an acquirer of assets,

or (iii) a successor by merger. Any purported

assignment in violation of this section shall be void.

Any actual or proposed change in control of Property

Manager that results or would result in a direct

competitor of AIRBETTER LIMITED directly or

indirectly owning or controlling 50% or more of

Property Manager shall entitle AIRBETTER LIMITED

to terminate this agreement with immediate effect

without incurring any liability therefore.

17. Term of the agreement

17.1. This agreement enters into force when Property

Manager clicks the "Sign me up" button and may be

terminated by either party giving the other party at

least thirty (30) days written notice.

17.2. The Property Manager may terminate this agreement within fourteen (14) calendar days after it has entered into force with immediate effect and receive a full refund of any amounts paid, subject to any costs incurred by AIRBETTER LIMITED.

18. Governing law

This Agreement shall be construed in accordance with and be governed by the laws of England & Wales.

19. Disputes

19.1. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the England Chamber of Commerce.

19.2. The place of arbitration shall be UK.

19.3. The language to be used in the arbitral proceedings shall be English.

20. General





20.1. This agreement constitutes the entire agreement between the parties and supersedes and terminates all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter hereof. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

20.2. Nothing in this agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting or authorizing either party as the agent of the other party for any purpose whatsoever. Neither party shall have the authority or power to bind the other, or to contract in the name of, or hold itself out as, or create a liability against the other in any way or for any purpose.

20.3. Any notice given under this agreement shall be in writing (which shall also include email) in English and served by email, hand, prepaid recorded or special delivery post or prepaid international recorded airmail. Notices shall be given at the parties' respective address specified on the front page of this agreement. Any such notice shall be deemed to have been served at the time of delivery. The parties shall

notify each other of changes in addresses for service during the duration of this agreement.

20.4. If any clause of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

20.5. The failure to exercise or delay in exercising a right or remedy under this agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

20.6. AIRBETTER LIMITED reserves the right to amend or vary these terms and conditions at its sole discretion. Such amendments and variations shall be according to what is posted at AIRBETTER LIMITED web site and shall take effect thirty (30) days after posting. Where Property Manager finds such amendment or variation unacceptable it shall, as its sole and exclusive remedy and action, be entitled to



terminate the agreement with immediate effect and without incurring any liability therefore.

