

Payment Terms — Furnished Rental Group (“FRG”)

Last Updated: September 3, 2025

These Payment Terms (“Payment Terms”) constitute a binding legal agreement between you and the Furnished Rental Group entity (“FRG Payments,” “we,” “us,” or “our”) responsible for providing payment processing services in your country of residence or establishment.

The Payment Terms govern:

1. **Guest Payments** for reservations made on the FRG Platform;
2. **Payouts to Hosts** for reservations confirmed on the FRG Platform;
3. **Refunds, chargebacks, disputes, and security deposits;**
4. **Compliance with financial laws**, tax obligations, and reporting requirements;
5. **Fraud detection, anti-money laundering (AML), and KYC procedures;**
6. **Regional variations** required by law or regulation.

By using the FRG Platform, you agree to comply with these Payment Terms and the **FRG Terms of Service**.

1. Regional Scope

- **United States:** Transactions subject to federal and state financial regulations, the U.S. Arbitration Agreement, and applicable tax laws.
- **EEA & Switzerland:** Payments governed by EU Payment Services Directive (PSD2), GDPR, and local consumer protection laws.
- **United Kingdom:** Transactions comply with UK Financial Conduct Authority (FCA) regulations and UK Data Protection Act.
- **Australia & New Zealand:** Governed by Australian Securities & Investments Commission (ASIC) regulations and Australian Consumer Law.

- **Brazil:** Subject to Brazilian Central Bank regulations and local tax laws.
 - **China:** Governed by People's Bank of China (PBOC) regulations and applicable Chinese consumer laws.
 - **Rest of World:** Transactions comply with local financial and consumer protection regulations where applicable.
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2. Key Definitions

- **Guest:** A user paying for reservations on the FRG Platform.
 - **Host:** A user receiving payouts for confirmed reservations.
 - **Total Price:** Full amount due from the Guest (accommodation price, FRG service fees, applicable taxes).
 - **Payout Amount:** Amount due to the Host after service fees, refunds, and applicable taxes.
 - **Chargeback:** A payment reversal initiated by the Guest's financial institution.
 - **AML/KYC:** Anti-Money Laundering and Know-Your-Customer regulations governing financial transactions.
 - **FRG Payments Account:** Payment account created for Hosts to receive payouts under these Payment Terms.
 - **Security Deposit:** Funds reserved for damages, property loss, or breaches of Listing rules.
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3. FRG Payments Role

FRG Payments acts as a **limited payment collection and settlement agent** for Hosts.

- Guests' obligations to pay are satisfied when FRG Payments receives funds.

- Hosts appoint FRG Payments to receive and disburse payouts under these Payment Terms.
 - FRG Payments does **not** operate as a bank, insurer, or escrow service, except where required by local law.
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4. Guest Payments

4.1 Authorization to Charge

- By providing a Payment Method, Guests authorize FRG Payments to charge the **Total Price** at booking confirmation.
- Guests remain responsible for ensuring valid payment credentials and sufficient funds.

4.2 Payment Methods

- Accepted methods: credit/debit cards, bank transfers, digital wallets, and any other method approved by FRG Payments.
- Cash or off-platform payments are strictly prohibited unless explicitly authorized under the **Offline Payments Policy**.

4.3 Payment Timing

- Guests are charged immediately upon booking confirmation unless otherwise stated (e.g., installment payments if offered in future versions).
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5. Payouts to Hosts

5.1 Timing & Method

- FRG Payments initiates payouts to Hosts within **5–7 business days** after Guest check-in unless local regulations require different timelines.
- Hosts may select available payout methods (e.g., bank transfer, PayPal, or local equivalents).

5.2 Deductions & Adjustments

- FRG Payments may deduct:
 - Service fees,
 - Taxes required by law,
 - Refunds, chargebacks, penalties, or dispute resolutions.

5.3 Delayed or Withheld Payouts

- FRG Payments may withhold or delay payouts pending:
 - Dispute resolution outcomes,
 - Fraud or AML investigations,
 - Legal or regulatory requests.
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6. Currency Handling

6.1 Currency Conversions

- If Guest payment and Host payout currencies differ, FRG Payments will convert funds using prevailing exchange rates at transaction time.

6.2 Conversion Fees

- Additional currency conversion fees may apply and will be disclosed before booking confirmation.
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7. Refunds & Cancellations

7.1 Guest-Initiated Cancellations

- Refunds follow the Host's **Cancellation Policy** unless overridden by:

- FRG's **Major Disruptive Events Policy**,
- Applicable consumer protection laws.

7.2 Host-Initiated Cancellations

- Guests receive full refunds if the Host cancels a reservation, and Hosts may face penalties or reduced payouts.

7.3 Refund Timing

- Refunds are processed to the original Payment Method within **5–15 business days**, depending on financial institution timelines.
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8. Security Deposits

8.1 Authorization & Collection

- Security Deposits may be required as per Listing terms. FRG Payments may pre-authorize, hold, or charge funds to cover damages.

8.2 Release & Claims

- Deposits are released automatically after checkout unless the Host submits a valid **Damage Claim**.

8.3 Damage Disputes

- Disputes over damages follow the **Resolution & Dispute Procedures** outlined in the FRG Terms of Service.
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9. Chargebacks & Reversals

9.1 Guest Disputes

- Guests may initiate chargebacks under card-network or banking rules.

9.2 Host Liability

- Hosts are liable for chargebacks arising from:
 - Non-delivery of services,
 - Fraudulent or unauthorized transactions,
 - Violations of these Payment Terms.

9.3 FRG Rights

- FRG Payments may recover chargeback amounts from future Host payouts or pursue legal remedies.
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10. Taxes & Withholding

10.1 Host Responsibilities

- Hosts must determine and remit all applicable income, occupancy, lodging, VAT, or GST taxes unless FRG Payments is required by law to collect/remit such taxes.

10.2 Regulatory Withholding

- FRG Payments may withhold taxes or issue required forms (e.g., **1099, VAT invoices**) per local laws.

10.3 Documentation Requirements

- Hosts must provide tax documentation; failure to do so may result in withholding as required by law.
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11. AML, KYC & Compliance

11.1 Identity Verification

- FRG Payments may require government-issued ID, business registrations, or other documents before processing payouts.

11.2 Fraud Monitoring

- Transactions may be delayed, suspended, or canceled if suspicious activity is detected under AML/KYC laws.

11.3 Regulatory Reporting

- FRG Payments may report certain transactions to regulators where required by financial-crime or anti-terrorism financing laws.
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12. Data Protection

12.1 Personal Data Handling

- FRG Payments processes personal data under the **FRG Privacy Policy**, GDPR (EEA), CCPA (California), and applicable data-protection laws.

12.2 Data Security

- Industry-standard security measures (e.g., encryption, tokenization) protect payment information, though no system is entirely risk-free.
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13. Dispute Resolution — Payments

13.1 Informal Resolution

- Parties must attempt to resolve disputes amicably via FRG's Resolution Center before formal proceedings.

13.2 Arbitration (U.S.)

- U.S. users agree to binding arbitration per the **FRG Terms of Service Arbitration Agreement**.

13.3 Regional Mechanisms

- **EEA/UK/Australia:** Users retain statutory consumer dispute rights.
 - **Brazil/China/Rest of World:** Local laws govern where mandatory consumer protections apply.
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14. Limitation of Liability

14.1 Exclusions

- FRG Payments is not liable for indirect, incidental, or consequential damages arising from payment processing except where prohibited by law.

14.2 Liability Cap

- FRG Payments' total liability is limited to the **total fees collected** for the transaction giving rise to the claim.
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15. Indemnification

You agree to indemnify FRG Payments against claims, damages, or expenses resulting from:

- Breaches of these Payment Terms,
 - Fraudulent activities,
 - Violation of laws or third-party rights.
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16. Termination & Modifications

16.1 Termination

- FRG Payments may terminate payment services for violations, fraud, or regulatory requirements.

16.2 Amendments

- FRG Payments may modify these Payment Terms with prior notice where legally required; continued use constitutes acceptance.
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17. Governing Law & Jurisdiction

- **U.S.:** Governed by **New York law**; arbitration or courts in **New York County** as per the Terms of Service.
 - **EEA/UK/Australia/Brazil/China/ROW:** Local laws govern unless overridden by mandatory provisions.
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18. Miscellaneous

- Entire Agreement: These Payment Terms and the **FRG Terms of Service** form the entire legal agreement.
- Severability: Invalid provisions do not affect enforceability of the remainder.
- Assignment: FRG Payments may assign rights/obligations without restriction; users require prior written consent.