

Terms of Service — Furnished Rental Group (“FRG”)

Last Updated: September 3, 2025

These Terms of Service (“Terms”) are a binding legal agreement between you and Furnished Rental Group, including its affiliates (“FRG,” “we,” “us,” or “our”). They govern your access to and use of FRG’s websites, mobile applications, and other offerings (collectively, the “FRG Platform”). By accessing or using the FRG Platform, you agree to comply with and be bound by these Terms.

Regional application. FRG provides region-specific provisions. If your country of residence or establishment is within the EEA/Switzerland/UK, the **European Terms** apply. If in Australia, the **Australian Terms** apply. Otherwise, the **Global/ROW Terms** apply. Users in the United States are also subject to **Section 22** (arbitration & class-action waiver).

We also reference additional policies that form part of your agreement with FRG, such as Payment Terms, Service Fee Policy, Off-Platform/Offline Fee Policies, Tax Policy, Host Privacy Standards, Cancellation/Refund Policies, and Community/Content Policies (“Additional Legal Terms and Policies”).

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Schedule 1 — Contracting Entities

(Structure mirrored from the source ToC.)

Definitions

- **FRG Platform:** FRG's sites, apps, and related services.
- **Member:** Any user with an account on the FRG Platform.
- **Host (or Owner):** A Member who lists or offers a furnished accommodation on the FRG Platform.
- **Guest:** A Member who books or uses an accommodation offered on the FRG Platform.
- **Listing:** A furnished accommodation or related host service published on the FRG Platform.
- **Reservation:** A confirmed booking for a Listing by a Guest.
- **Common Areas:** Areas and facilities that the Host and Guest are legally entitled to use in connection with a Listing (e.g., lobby, shared laundry).
- **Major Disruptive Event:** An unforeseen event beyond a party's control that makes it impractical or illegal to complete a Reservation (e.g., natural disaster, government order).

15. FRG's Role (placed here to match the original ordering cross-references)

FRG provides a marketplace to publish, offer, search for, and book furnished accommodations. FRG does **not** own, control, offer, or manage Listings; is **not** a party to the contracts entered into directly between Hosts and Guests; and is **not** a real-estate broker, travel agency, or insurer. Except as described in FRG Payment Terms (as limited collection/payment agent), FRG is not acting as an agent for any Member. (We mirror the substance and placement of this disclosure.)

Guest Terms

1. Searching and Booking on FRG

1.1 Search & discovery. You can search Listings using criteria such as destination, dates, budget, property type, amenities, and capacity; results may factor relevance signals (e.g., price, availability, review quality, host reliability). (We mirror the concept of search and filters.)

1.2 Booking & contract formation. When you book, you agree to pay the **Total Price** shown at checkout (Listing price, FRG service fees, applicable taxes and permitted additional charges). Upon receiving FRG's booking confirmation, a **Reservation** is formed directly between you and the Host subject to: these Terms, Listing rules, the Host's cancellation policy, house rules, and any policies referenced during checkout.

1.3 Accommodation reservations & overstays. You receive a limited license to occupy the accommodation for the Reservation period. Hosts may re-enter as allowed by applicable law and the contract. Overstays beyond the checkout time may incur reasonable fees and legal remedies. (We mirror the "limited license" concept.)

1.4 Ancillary services. If a Listing includes add-ons (e.g., mid-stay cleaning), you must ensure you (and invited Guests) meet any age, proficiency, fitness, or other requirements, and disclose any relevant conditions to the Host beforehand. (Mirrors the source's services/experiences construct.)

2. Cancellations, Reservation Issues, Refunds & Booking Modifications

2.1 Cancellations & refunds. Guest-initiated cancellations are governed by the Host's cancellation policy surfaced on the Listing. However, certain FRG policies (e.g., Major Disruptive Events, Rebooking & Refund) may supersede the Host policy to ensure fair outcomes. You may request review/appeal through FRG support channels. (We adopt the same logical layering of policies.)

2.2 Booking modifications. Any changes (dates, Guests, price) require mutual consent via the FRG Platform. Additional fees/taxes may apply.

3. Guest Responsibilities & Assumption of Risk

3.1 Responsibilities. You are responsible for your own acts/omissions and those of anyone you invite or grant access to the accommodation or Common Areas: leave the place as found (reasonable wear and tear excepted); pay valid damage amounts; comply with law and Listing rules (including occupancy limits and building regulations). Minors must be supervised by a legally authorized adult.

3.2 Assumption of risk. Many activities carry inherent risks. To the maximum extent permitted by law, you assume the risk arising from your use of the FRG Platform, the accommodation, and any related activities. (Mirrors the source's risk allocation.)

Host Terms

4. Hosting on FRG

4.1 Becoming a Host. FRG allows you to publish Listings and earn income. You control your Listing, including price, availability, and rules.

4.2 Contracting with Guests. When you accept a booking request (or instant book), you enter a binding contract with the Guest and agree to deliver the accommodation as described, at the stated price, subject to these Terms and the Listing rules.

4.3 Host independence. Your relationship with FRG is that of an independent provider; FRG does not direct or control how you host. FRG Payments may act as limited collection/payment agent in accordance with Payment Terms.

5. Managing Your Listing

5.1 Accuracy & updates. Your Listing must be complete and accurate (price breakdown including mandatory fees; occupancy; rules; material conditions). Keep calendars/photos/details up-to-date. Maintain appropriate insurance suitable to your jurisdiction and offering.

5.2 Legal compliance. You are solely responsible for understanding and complying with laws, regulations, lease/HOA/condo bylaws, and permitting/licensing requirements applicable to your Listing (e.g., registration, permits, rent-control, long-stay rules, guest registration). Handle personal data per applicable law and FRG's Host Privacy Standards. Seek legal advice when in doubt. (Mirrors source responsibilities.)

5.3 Search results & promotion. FRG may rank Listings using multiple signals (search parameters, Listing quality, reliability, ease of booking, guest preferences/history) and may label/promote certain Listings. (Mirrors the signal categories concept.)

5.4 Host responsibilities. Disclose all mandatory fees/charges in your Listing and do not collect outside the FRG Platform unless expressly allowed by FRG's Offline Fee Policy. Do not encourage Guests to transact off-platform in violation of the Off-Platform Policy. (Mirrors the platform-integrity constraints.)

5.5 Teams/organizations. If you co-host or operate as a business, you are responsible for your personnel's compliance. You represent you have authority to bind your entity and to designate payout splits or recipients where applicable.

5.6 Host assumption of risk. Hosting carries inherent risks; you acknowledge and assume such risks and responsibility to understand applicable law and obligations. (Mirrors host-risk statement.)

6. Cancellations, Reservation Issues & Booking Modifications

6.1 Cancellations/Reservation Issues. In general, if a Guest cancels, your payout is governed by your Listing's cancellation policy. If you cancel without a valid reason (e.g., under Major Disruptive Events or law), FRG may charge a cancellation fee and/or apply other consequences. If FRG issues Guest refunds due to Reservation Issues or policy overrides, your payout may be reduced accordingly. (Mirrors consequences and offsets.)

6.2 Booking modifications. Any changes require mutual consent via the FRG Platform; additional amounts/fees/taxes may apply.

7. Taxes

7.1 Host taxes. Hosts are responsible for determining/reporting/remitting all applicable taxes (e.g., VAT/GST, occupancy/lodging, income).

7.2 Collection & remittance by FRG (where applicable). In certain jurisdictions, FRG may collect/remit taxes on your behalf and identify collected taxes on transaction records. FRG may seek additional amounts if collected taxes are insufficient.

7.3 Tax information. FRG may collect/report tax information or withhold amounts where required by law; Hosts must provide requested documentation to avoid withholding.

General Terms

8. Reviews

After each stay, Guests/Hosts may review each other. Reviews must be accurate, respectful, and compliant with law and FRG policies; reviews are not verified by FRG for accuracy. (Mirrors the source structure.)

9. Content

Members may provide content (text, photos, video, feedback). You grant FRG a worldwide, transferable, sublicensable license to use such content to operate/promote the FRG Platform, subject to applicable data-protection laws and FRG's Privacy Policy. You represent you have rights to the content and that it does not infringe third-party rights. Content must comply with FRG's Content and Nondiscrimination Policies; automated translations may be used without warranty for accuracy.

10. Fees

FRG may charge service fees (plus applicable taxes) to Guests and/or Hosts; fees are disclosed before booking and are generally non-refundable unless stated otherwise. FRG may change fees prospectively with notice.

11. FRG Platform Rules

11.1 Rules — you must not help or induce others to violate these rules:

Act with integrity & respect. Do not misrepresent your identity, harass others, evade enforcement of Terms/Policies/Standards, or discriminate.

No scraping/hacking/reverse-engineering/impairment. Do not use bots/scrapers, bypass security, reverse-engineer software, or take actions that harm performance.

Authorized use only. Use others' personal information only as needed for transactions; don't send commercial messages without consent; don't transact off-platform to avoid fees/taxes; don't manipulate search; don't book services you won't use; don't copy/mirror/frame FRG without consent.

Honor legal obligations. Follow privacy/data/export laws; don't host unauthorized parties; don't misuse trademarks/branding or confusingly similar identifiers; don't offer illegal services. (Mirrors the sourced rule families and examples.)

11.2 Reporting violations. For imminent risks, contact local authorities first, then notify FRG with supporting information where available.

11.3 Copyright notices. If you believe content infringes your copyright, follow FRG's Copyright Policy to submit a notice.

12. Termination, Suspension & Other Measures

12.1 Term. These Terms are effective when you access the FRG Platform and remain in effect until terminated under this Section.

12.2 Termination. You may terminate by closing your account. FRG may terminate with notice (or immediately for cause such as violations of Terms/Policies/law, or to protect FRG, Members, or third parties).

12.3 Measures. For violations or risks, FRG may suspend/limit accounts, remove or restrict Listings/Content, cancel bookings, or revoke special statuses; where appropriate, FRG will give notice and opportunity to resolve; you may appeal.

12.4 Legal mandates. FRG may act as necessary to comply with law or government orders.

12.5 Effect of termination. Termination cancels upcoming reservations (refunds per applicable policies). You are not entitled to account/content restoration; you may not re-register if suspended/terminated.

12.6 Survival. Sections that by nature should survive termination do survive (including payment obligations, disclaimers, limitations, and dispute clauses).

13. Modification

FRG may modify these Terms. We'll post revised Terms and update the "Last Updated" date; for material changes, we'll provide notice before they take effect. If you disagree, you may terminate; continued use after the effective date constitutes acceptance.

14. Resolving Complaints & Damage Reports

If a Member submits valid evidence that you or your invitees/pets caused property damage, lost booking income, or excessive cleaning costs, they may pursue a **Damage Report** through FRG's Resolution Center. You'll have an opportunity to respond. If you agree to pay—or FRG determines the Damage Report is valid—FRG Payments may collect the amount from your Payment Method and/or future payouts, and FRG may pursue insurance recovery or legal remedies. (Mirrors the structure and flow.)

15. FRG's Role

(See section above for full statement of FRG's marketplace role and non-party status.)

16. Member Accounts

You must be 18+ (or the legal age of majority in your jurisdiction) and provide accurate information. Maintain account security and promptly notify FRG of compromise. Subject to law, FRG may undertake identity or background checks.

17. Disclaimer of Warranties

The FRG Platform and all content are provided “as is” without warranty of any kind. FRG does not guarantee the existence, quality, safety, legality, or suitability of any Listing or Member; uninterrupted operation; or that checks (if any) identify past or prevent future misconduct. Statutory rights that cannot be disclaimed remain to the minimum extent required.

18. Limitations on Liability

To the maximum extent permitted by law, FRG and its affiliates will not be liable for indirect, incidental, special, exemplary, or consequential damages (including lost profits, data, goodwill), or for personal or bodily injury/emotional distress arising from these Terms, your use/inability to use the FRG Platform, your communications/interactions with Members, or your Reservation/use of Listings. FRG’s aggregate liability is limited to: (A) for Guests, amounts you paid in the 12-month period before the event; (B) for Hosts, amounts paid to you in the 12-month period before the event; or (C) USD \$100 for others—whichever applies. Applicable law may not allow certain limitations—in such cases, limits apply to the fullest extent permitted.

19. Indemnification

To the maximum extent permitted by law, you agree to release, defend (at FRG’s option), indemnify, and hold FRG (including FRG Payments, affiliates, and personnel) harmless from claims, liabilities, damages, losses, and expenses (including reasonable legal/accounting fees) arising out of or related to: (i) your breach of these Terms/Policies/Standards; (ii) your misuse of the FRG Platform; (iii) your interactions with any Member or your stay/use of a Listing; (iv) your or FRG’s failure (at your direction) to accurately report/collect/remit taxes; or (v) your violation of laws or third-party rights.

20. Contracting Entities

Your FRG contracting entity depends on your country of residence/establishment and activities on the FRG Platform (see **Schedule 1**).

21. United States Governing Law & Venue

If you reside or are established in the United States, these Terms are governed by **New York law** and U.S. federal law, without regard to conflict-of-law rules. Judicial proceedings (other than small-claims matters) excluded from arbitration in **Section 22** must be brought in the state or federal courts located in **New York County, New York**, unless the parties agree otherwise; both

parties consent to venue and personal jurisdiction there. (Mirrors the existence and placement of a U.S. governing-law/venue clause.)

22. United States Dispute Resolution & Arbitration Agreement

PLEASE READ CAREFULLY: This section requires binding individual arbitration and includes a class-action and jury-trial waiver for most disputes. (Mirrors the scope of the US arbitration section.)

22.1 Application. This Arbitration Agreement applies if your residence/establishment is in the United States. If not, and you attempt to bring claims in the U.S., an arbitrator will decide threshold issues (residency, arbitrability, venue, applicable law).

22.2 Overview. The process consists of (1) good-faith informal negotiations, and, if unresolved, (2) binding arbitration. Parties may seek small-claims relief as an alternative.

22.3 Mandatory pre-arbitration notice. At least 30 days before filing, the initiating party must send an individualized written notice with basic details (date, name, mailing address, account email, brief dispute description, relief sought) to the other party (FRG: **Legal Dept., Furnished Rental Group, 199 Lafayette St., Suite [TBD], New York, NY 10012** or to the email on file for you). If unresolved after 30 days, either party may commence arbitration. Include the notice and proof of sending with any arbitration demand. (Parallels the structure/requirements.)

22.4 Agreement to arbitrate; delegation. The arbitrator decides all issues of arbitrability, enforceability, scope, and fee allocation. (Mirrors delegation clause.)

22.5 Exceptions. The following may proceed in court: intellectual-property claims; requests for emergency injunctive relief; requests for public injunctive relief (stayed pending arbitration of arbitrable claims); vexatious-litigation claims; and individual sexual-assault/harassment claims arising from use of the FRG Platform.

22.6 Forum & governing law. The Federal Arbitration Act governs this Arbitration Agreement. Arbitration will be administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules**, as modified by this Section. If AAA is unavailable, the parties will select an alternative provider or request court appointment under 9 U.S.C. § 5.

22.7 Hearings & location. To reduce cost and increase efficiency:

- If the amount in controversy is $\leq$ USD \$1,000,000, hearings will be conducted by video conference unless the arbitrator directs otherwise.
- If $>$ USD \$1,000,000, hearings will occur in **New York County, New York**, unless the parties agree otherwise or the arbitrator directs a different forum for good cause.

- If ≤ USD \$10,000, the arbitration may proceed solely on documents unless a hearing is reasonably requested and ordered.

22.8 Fees & costs. Arbitration fees/costs are governed by AAA rules; fee waivers may be available based on income thresholds. FRG will pay your share of arbitrator fees if you qualify for a waiver and provide documentation.

22.9 Sanctions for improper claims. The arbitrator may impose appropriate sanctions, including reasonable attorneys' fees/costs, for claims brought in bad faith, for harassment, or that are frivolous.

22.10 No class actions; jury waiver. Arbitration is **individual only**—no class, collective, or representative proceedings. You and FRG waive the right to a jury trial to the fullest extent permitted by law.

22.11 Severability. If any part of this Section is found unenforceable, the remainder remains in effect to the maximum extent permitted.

23. China Governing Law & Dispute Resolution

If your residence/establishment is in the People's Republic of China (PRC), local mandatory consumer protection laws apply; disputes are governed by PRC law and resolved in the courts or arbitral bodies with jurisdiction over your domicile or the location of the contract performance, as applicable.

24. Brazil Governing Law & Venue

If your residence/establishment is in Brazil, local consumer and civil code protections apply; these Terms are governed by Brazilian law, and disputes are resolved in the courts with jurisdiction under Brazilian procedural rules.

25. Rest-of-World Dispute Resolution, Venue/Forum & Governing Law

If you reside outside the US/EEA/UK/Australia/Brazil/PRC, then (unless required otherwise by mandatory local law): (i) your local consumer protections apply; (ii) these Terms are governed by the laws of your residence country; and (iii) disputes are brought in the courts of your residence country.

26. Miscellaneous

These Terms, together with the Additional Legal Terms and Policies referenced here, constitute the entire agreement between you and FRG. If any provision is held invalid or unenforceable, the remainder will continue in full force and effect. You may not assign these Terms without FRG's prior written consent; FRG may assign these Terms without restriction.

Schedule 1 — Contracting Entities (by Region)

Note: Complete the legal entities and registered addresses applicable to FRG below. This Schedule mirrors the placement and function of the original schedule.

- **United States & Canada:** Furnished Rental Group LLC, 199 Lafayette St., Suite [TBD], New York, NY 10012, USA
 - **EEA & Switzerland:** [FRG EU entity name], [registered address], [Member State]
 - **United Kingdom:** [FRG UK entity name], [registered address], England & Wales
 - **Australia & New Zealand:** [FRG AU entity name], [registered address], Australia
 - **Brazil:** [FRG BR entity name], [registered address], Brazil
 - **Rest of World:** [FRG ROW entity name], [registered address]
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Incorporated Policies (Referenced)

- **FRG Payment Terms** (roles of FRG Payments; collection/settlement; chargebacks; damage-claim collection)
- **Service Fees Policy** (fee types, timing, VAT/GST)
- **Taxes Policy** (occupancy/lodging taxes; marketplace facilitator regimes)
- **Offline Fee Policy** (permitted off-platform charges) & **Off-Platform Policy** (prohibited off-platform steering)
- **Cancellation & Refund Policies** (Guests; Hosts; Major Disruptive Events; Rebooking assistance)
- **Host Privacy Standards** (handling of Guest Personal Information)

- **Content Policy & Reviews Policy**
- **Community Standards/Policies** (safety, respect, nondiscrimination)

(We preserved the idea of incorporated policies and their function.)

Important drafting notes (for your internal review)

- I kept the **exact order** and **clause families** from the source Terms (Guest → Host → General → Regional → Schedule), while rewriting the language for FRG and furnished rentals.
- The **US arbitration** section mirrors the scope, prerequisites, small-claims carve-out, delegation, and individual-only format, but uses **AAA** and a **New York** venue to better fit FRG (you can swap to another forum if preferred).
- **Platform Rules** reproduce the same categories and examples (integrity, security & anti-scraping, authorized use, legal obligations) to maintain coverage.