

Terms and Conditions

By accessing or using Book-Croatia-Online site, you agree to comply with these Terms and Conditions.

Last Updated: 22 Jul 2018

These Terms and Conditions ("**T & C**") constitute a legally binding agreement ("**Agreement**") between Hosts, Guests and BeeRent B.V. (as defined below) governing the right to access to and use of the Book-Croatia-Online website.

Terms

"**BeeRent**" BeeRent B.V. is a company incorporated in Netherlands, Olympisch Stadion 24, 28, Tax ID: 857379252.

"**Book-Croatia-Online**" is an online web page owned by the BeeRent, including all subdomains thereof, and any other websites through which property owners and managers make their properties and services available to the guests for short rental (collectively, "**Site**"), e.g. mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Book-Croatia-Online Services**")

"**User**" is any physical person or a legal entity that is accessing or using Book-Croatia-Online

"**Host**" is a physical person or a legal entity that provides short rental services in properties onboarded into the Book-Croatia-Online

"**Guest**" is a physical person that rented a property onboarded into the Book-Croatia-Online

"**Property**" is a studio apartment, apartment, villa, room, hotel, motel, and other kind of properties designed for short term rentals and listed on Book-Croatia-Online

"**Booking**" is an online reservation of the Property made by the Guests

"**Service fee**" is a fee charged by the BeeRent to Hosts for every confirmed booking

Conditions

1. Preamble

- 1.1. By accessing or using Book-Croatia-Online, the Hosts and the Guests agree to comply with these T&C.
- 1.2. Hosts use Book-Croatia-Online by listing their Properties on the Book-Croatia-Online, and the Guests by creating bookings.
- 1.3. Hosts and Guests communicate directly between themselves for the purpose of creating and fulfilling bookings.
- 1.4. BeeRent does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Property listed on the Book-Croatia-Online, nor is BeeRent an organiser or retailer of travel packages under Directive (EU) 2015/2302.
- 1.5. Hosts alone are responsible for their Properties.
- 1.6. When Guests make a booking, they are entering into a contract directly with the Hosts.
- 1.7. BeeRent is not and does not become a party to or other participant in any contractual relationship between Guests and Hosts, nor is BeeRent a real estate broker or insurer.

- 1.8. BeeRent is not acting as an agent in any capacity for any party using the Book-Croatia-Online, except as specified in the Payments Terms.
- 1.9. BeeRent has no control and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Property, (ii) the truth or accuracy of any Property descriptions, ratings, reviews, or other Content (as defined below), or (iii) the performance or conduct of any party.
- 1.10. Host is independent, third-party contractor, and not an employee, agent, joint venturer or partner of BeeRent for any reason, and he act exclusively on his own own behalf and for his own benefit, and not on behalf, or for the benefit, of BeeRent.
- 1.11. Hosts have complete discretion whether to list the Property or otherwise engage in other business or employment activities.

2. Marketing purposes

- 2.1. To promote the Book-Croatia-Online and to increase the exposure of Properties to potential Gests, Properties and other content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.
- 2.2. Property content may be translated, in whole or in part, into other languages.
- 2.3. BeeRent cannot guarantee the accuracy or quality of such translations and Hosts are responsible for reviewing and verifying the accuracy of such translations.
- 2.4. In some cases, BeeRent may use other programs for translations, for what BeeRent disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

3. Third party links and programs

- 3.1. Book-Croatia-Online may contain links to to third-party websites or resources ("**Third-Party Services**").
- 3.2. Such Third-Party Services may be subject to different terms and conditions and privacy practices.
- 3.3. BeeRent is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services.

4. Accessibility

- 4.1. BeeRent does not guarantee the continuous and uninterrupted availability and accessibility of the Book-Croatia-Online.
- 4.2. BeeRent may restrict the availability of the Book-Croatia-Online or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Book-Croatia-Online.
- 4.3. Book-Croatia-Online may improve, enhance and modify the Book-Croatia-Online and introduce new Book-Croatia-Online Services from time to time.

5. Verification

- 5.1. In order to use Book-Croatia-Online any party must be at least 18 years old and be able to enter into legally binding contracts to access and use the Book-Croatia-Online or register an account.
- 5.2. By accessing or using the Book-Croatia-Online you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.
- 5.3. All Book-Croatia-Online users will comply with any applicable export control laws in their local jurisdiction.
- 5.4. BeeRent reserves the right to suspend all activities to the Hosts and their Properties located under embargo area set by the UN or other competent international body.

- 5.5. BeeRent may make access to and use of the Book-Croatia-Online, or certain areas or features of the Book-Croatia-Online, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting ratings or reviews thresholds, or a booking and cancellation history.
- 5.6. For the identification purposes, BeeRent reserves the right to (i) ask Guests and Hosts to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds, (ii) screen Guests and Hosts against third party databases or other sources and request reports from service BeeRent, and (iii) obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

6. Account Registration

- 6.1. Book-Croatia-Online users must register an account to access and use certain features of the Book-Croatia-Online, e.g. listing a Property or creating a booking.
- 6.2. To register an account on Book-Croatia-Online all Users must use backoffice.beerent.com website.
- 6.3. If a user is registering a legal entity account, he represents and warrant that he has the authority to legally bind that entity to these T&C.
- 6.4. Account can be created by using an email address, mobile phone (for dual authentication) or through certain third-party social networking services.
- 6.5. Users must provide accurate, current and complete information during the registration process and keep their account information up-to-date at all times.
- 6.6. All users are entitled to a one account, unless agreed otherwise with the BeeRent.
- 6.7. The account may not be assigned or otherwise transferred to any other party.
- 6.8. Users are responsible for maintaining the confidentiality and security of their account credentials and may not disclose their credentials to any third party.
- 6.9. Users must immediately notify BeeRent if they know or have any reason to suspect that their credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of their account.
- 6.10. Users are liable for any and all activities conducted through their accounts, unless such activities are not authorized by them or they are not otherwise negligent (such as failing to report the unauthorized use or loss of credentials).
- 6.11. No third party is authorized by BeeRent to ask for credentials, and users are forbidden to request the credentials of another users.

7. Content

- 7.1. BeeRent may, at its sole discretion, enable users to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Book-Croatia-Online ("**User Content**"); and (ii) access and view User Content and any content that BeeRent itself makes available, including proprietary BeeRent content and any content licensed or authorized for use by or through Book-Croatia-Online from a third party ("**Book-Croatia-Online Content**" and together with User Content, "**Collective Content**").
- 7.2. The Content may in its entirety or in part be protected by copyright, trademark, and/or other laws.
- 7.3. Hosts may only list their respective properties on the Book-Croatia-Online by using backoffice.beerent.com site.
- 7.4. Users acknowledge and agree that the Book-Croatia-Online and Book-Croatia-Online Content, including all associated intellectual property rights, are the exclusive property of BeeRent and/or its licensors or authorizing third-parties.
- 7.5. Users will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Book-Croatia-Online, Book-Croatia-Online Content or User Content.

- 7.6. All trademarks, service marks, logos, trade names, and any other source identifiers of BeeRent used on or in connection with the Book-Croatia-Online and Book-Croatia-Online Content are trademarks or registered trademarks of BeeRent.
- 7.7. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Book-Croatia-Online, Book-Croatia-Online Content, and/or Content are used for identification purposes only and may be the property of their respective owners.
- 7.8. Users will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Book-Croatia-Online or Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in these T&C.
- 7.9. No licenses or rights are granted to the user by implication or otherwise under any intellectual property rights owned or controlled by BeeRent or its licensors, except for the licenses and rights expressly granted in these T&C.
- 7.10. Subject to user compliance with these T&C, BeeRent grants a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on user's personal device(s); and (ii) access and view any Content made available on or through the Book-Croatia-Online and accessible to the user, solely for his personal and non-commercial use.
- 7.11. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the Book-Croatia-Online, User grant to BeeRent a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such User Content to provide and/or promote the Book-Croatia-Online, in any media or platform.
- 7.12. Unless the User provide specific consent, BeeRent does not claim any ownership rights in any User Content and nothing in these T&C will be deemed to restrict any rights that user may have to use or exploit his User Content.
- 7.13. Users are solely responsible for all User Content that they make available on or through the Book-Croatia-Online.
- 7.14. Accordingly, user represent and warrant that: (i) they either are the sole and exclusive owner of all User Content that he makes available on or through the Book-Croatia-Online or he has all rights, licenses, consents and releases that are necessary to grant to BeeRent the rights in and to such User Content, as contemplated under these T&C; and (ii) neither the User Content nor his posting, uploading, publication, submission or transmittal of the User Content or BeeRent use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 7.15. Users may not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any other BeeRent policy.
- 7.16. BeeRent may, without prior notice, remove or disable access to any User Content that Airbnb finds to be in violation of these T&C, or otherwise may be harmful or objectionable to BeeRent, its Users, third parties, or property.

8. Service Fee

- 8.1. BeeRent will not charge service fee to the Hosts in the consideration for the use of the Book-Croatia-Online.
- 8.2. BeeRent reserves the right to change the Service Fees at any time and will provide Hosts adequate notice of any fee changes before they become effective.

9. Specific Host Terms

- 9.1. When listing a Property to the Book-Croatia-Online, the Host must (i) provide complete and accurate information about it (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age) and (iii) provide any other pertinent information requested by BeeRent.
- 9.2. Host is responsible for keeping his Listing information (including calendar availability and prices, applicable taxes, payment and cancellation policies) up-to-date at all times.
- 9.3. Host may not request that the Guest pay higher price than on booking request.
- 9.4. Photos, animations or videos (collectively, "Images") used must accurately reflect the quality and condition of the listed Property.
- 9.5. BeeRent can require that the Properties have a minimum number of images of a certain format, size and resolution.
- 9.6. The Property ranking in search results may vary and depend on a variety of factors, e.g. search parameters and preferences, pricelist restrictions, Guest reviews, cancellation history and other.
- 9.7. Upon booking creation, Host and the Guest enter a legally binding agreement and Host is required to provide the level of service as described on the booked Property upon booking creation.
- 9.8. Host represent and warrant that any listed Property will (i) not breach any agreements he have entered into with any third parties, such as home owner associations, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations).
- 9.9. Host is responsible for his own acts and omissions and is also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Property at his request or invitation, excluding the Guest and any individuals the Guest invites to the Property.

10. BeeRent Pay service

- 10.1. In order to receive bookings through the Book-Croatia-Online website, Hosts must use BeeRent Pay service, regulated with BeeRent Pay Terms and Conditions, to charge guests for their bookings.
- 10.2. All payments must go through the named service.

11. Specific Guest Terms

- 11.1. Subject to requirements set by BeeRent and / or the Host, the guest can book a Property available on Book-Croatia-Online by following the respective booking process.
- 11.2. All applicable fees and taxes will be presented prior to the booking a Property.
- 11.3. Guest accepts to abide all payment and cancellation policies set for a respective booking.
- 11.4. The Guest agrees to pay all fees and booking price.
- 11.5. Guest agrees to abide all house rules and local laws.
- 11.6. Guest agrees that if he books additional guests, all added guests meet any requirements set by the Host and are made aware of and agree to these T&C and any terms and conditions, rules and restrictions set by the Host and local laws.
- 11.7. If Guest books for an additional guest who is a minor, the Guest represent and warrant that he is legally authorized to act on behalf of the minor.
- 11.8. Guest understand that a confirmed booking of a Property is a limited licence granted by the Host to enter, occupy and use the Property for the duration of his stay, during which time the Host, to the extend allowed by applicable law, retains the right to re-enter the Property.
- 11.9. Guest understand and agree that he can enter the Property at check-in time set in the voucher and must vacant the Property at the latest at the time set in the voucher.

- 11.10. If the guest overstays, with the Host consent, at the Property, he agrees to be charged extra nights for entire duration of the overstay, per set pricelist at the time of notification.
- 11.11. If the guest overstays without the Host consent, the Host has the right to immediately vacate the Guest.
- 11.12. Guest is responsible for his own acts and omissions and is also responsible for the acts and omissions of any individuals whom he invites to, or otherwise provide access to the Property, excluding the Host (and the individuals the Host invites to the Property, if applicable).
- 11.13. All costs of broken furniture and decorative details are to be paid by the Guest.

12. Booking Modifications, overbookings and Refunds

- 12.1. Hosts and Guests are responsible for any modifications and cancellations made to a booking and agree to pay any additional fees and taxes associated with such actions.
- 12.2. Guests can cancel or modify a confirmed booking at any time pursuant the cancellation policy.
- 12.3. If the Guest cancel or modify a confirmed booking, the Host is entitled for a portion of amount owed from the original booking, unless otherwise agreed between the Host and Guest.
- 12.4. Host may not cancel the confirmed booking without the written consent of the Guest.
- 12.5. In certain circumstances, BeeRent may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions e.g. overbooking) or (i) where Airbnb believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to BeeRent, Host, Guest, third parties or Property, or (ii) for any of the reasons set out in these T&C.
- 12.6. The Host will remunerate all costs occurred to the BeeRent or Guest, by his fault.
- 12.7. The Guest will remunerate all costs occurred to the BeeRent or Host, by his fault.
- 12.8. BeeRent may decide in its own discretion mediate between the Host and the Guest to resolve all issues between them (e.g. damage to the Property).

13. Ratings and Reviews

- 13.1. After a completed booking, the Guest will be reminded to post a public review and submit a rating about the Property and Host (who can leave a reply).
- 13.2. Ratings and reviews reflect the opinions of individuals and do not reflect the opinion of BeeRent, nor are they a verified by BeeRent for accuracy and may be incorrect or misleading.
- 13.3. Ratings and reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language.
- 13.4. Users are prohibited from manipulating the ratings and reviews system in any manner, such as instructing a third party to write a positive or negative review about another User.

14. Applicable taxes

- 14.1. Host is solely responsible for determining his obligations to report, collect, remit or include in his Property fees any applicable VAT or other taxes.
- 14.2. Tax regulations or appropriate governmental agency decisions may require of BeeRent to collect appropriate tax information from Hosts, or to withhold taxes from payouts to Hosts, or both.
- 14.3. If a Host fails to provide with documentation that BeeRent determine to be sufficient to alleviate his obligation (if any) to withhold taxes from payouts, BeeRent reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.
- 14.4. BeeRent reserves the right, with prior notice to Hosts, to cease the collection and remittance in any jurisdiction for any reason at which point Hosts and Guests are solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Property in that jurisdiction.

15. Prohibited Activities

15.1. Users are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to their use of the Book-Croatia-Online.

15.2. In connection with use of the Book-Croatia-Online, Users will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or BeeRent policies and standards;
- use the Book-Croatia-Online or Content for any commercial or other purposes that are not expressly permitted by these T&C or in a manner that falsely implies BeeRent endorsement, partnership or otherwise misleads others as to your affiliation with BeeRent;
- copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the Book-Croatia-Online in any way that is inconsistent with **Privacy Policy** or these T&C or that otherwise violates the privacy rights of Users or third parties;
- use the Book-Croatia-Online in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Property that he does not himself own or have permission to make available as a residential or other property through the Book-Croatia-Online;
- contact another User for any purpose other than asking a question related to his own booking, Property, or the Member's use of the Airbnb Platform, including, but not limited to, recruiting or otherwise soliciting any User to join third-party services, applications or websites, without BeeRents prior written approval;
- use the Book-Croatia-Online to request, make or accept a booking independent of the Book-Croatia-Online, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Book-Croatia-Online or Book-Croatia-Online Pay. If the User do so, he acknowledges and agree that he: (i) would be in breach of these T&C; (ii) accept all risks and responsibility for such payment, and (iii) hold BeeRent harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- use, display, mirror or frame the Book-Croatia-Online or Content, or any individual element within the Book-Croatia-Online, BeeRent name, any BeeRent trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Book-Croatia-Online, without BeeRent express written consent;
- dilute, tarnish or otherwise harm the Book-Croatia-Online brand in any way, including through unauthorized use of Content, registering and/or using Book-Croatia-Online or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Book-Croatia-Online domains, trademarks, taglines, promotional campaigns or Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Book-Croatia-Online for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by BeeRent or any of BeeRent partners or any other third party to protect Book-Croatia-Online;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide Book-Croatia-Online;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Book-Croatia-Online;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

- 15.3. Users acknowledge that BeeRent has no obligation to monitor the access to or use of the Book-Croatia-Online by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the Book-Croatia-Online (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users compliance with these T&C; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these T&C.
- 15.4. Users agree to cooperate with and assist BeeRent in good faith, and to provide BeeRent with such information and take such actions as may be reasonably requested by BeeRent with respect to any investigation undertaken by BeeRent or a representative of BeeRent regarding the use or abuse of the Book-Croatia-Online.

16. Term and Termination, Suspension and other Measures

- 16.1. This Agreement shall be effective for unlimited term.
- 16.2. Users may terminate this Agreement at any time by sending an email to the BeeRent.
- 16.3. Regardless of termination, both Host and Guest must fulfil remaining bookings.
- 16.4. BeeRent may immediately, without notice, terminate this Agreement and/or stop providing access to the Book-Croatia-Online if (i) User have materially breached his obligations under these T&C, payout terms, and other policies and standards, (ii) you the User violated applicable laws, regulations or third party rights, or (iii) BeeRent believes in good faith that such action is reasonably necessary to protect the personal safety or property of BeeRent, its Users, or third parties (for example in the case of fraudulent behaviour of a User).
- 16.5. BeeRent may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) User had breached these T&C, other policies and standards, applicable laws, regulations, or third party rights, (iii) User had provided inaccurate, fraudulent, outdated or incomplete information during the account registration, Property process or thereafter, (iv) User and/or his Properties at any time fail to meet any applicable quality or eligibility criteria, (v) User had repeatedly received poor ratings or reviews or BeeRent otherwise becomes aware of or has received complaints about User performance or conduct, (vi) User had repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) BeeRent believes in good faith that such action is reasonably necessary to protect the personal safety or property of BeeRent, its Users, or third parties, or to prevent fraud or other illegal activity:
 - refuse to surface, delete or delay any Property, Ratings, Reviews, or other Content;
 - cancel any pending or confirmed bookings;
 - limit User access to or use of the Book-Croatia-Online;
 - temporarily or permanently revoke any special status associated with his account;
 - temporarily or in case of severe or repeated offenses permanently suspend User account and stop providing access to the Book-Croatia-Online.
- 16.6. If any of the named actions is taken as described above (i) BeeRent may refund Guests in full for any and all confirmed bookings that have been cancelled, irrespective of pre-existing cancellation policies, and (ii) Host will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

17. Disclaimers

- 17.1. Book-Croatia-Online and all information provided by BeeRent relating to the Book-Croatia-Online are provided to the User on an "as is" basis, without warranty of any kind, express or implied, including, without limitation, as to the merchantability, fitness for a particular use or purpose, or any other warranty, condition, guaranty, or representation, whether oral or in writing, and the User accept the Book-Croatia-Online, as generally provided or as customized for his own use, at his own risk.

- 17.2. Book-Croatia-Online may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.
- 17.3. BeeRent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

18. Liability

- 18.1. In no event shall BeeRent or any of its affiliated or related parties be liable for any indirect, incidental, punitive, exemplary, incidental, special or consequential damages, or for any loss of data, revenue, profits, use or other economic advantage arising out of, or in any way connected with the Book-Croatia-Online, this agreement or the parties' activities hereunder, whether based on warranty, contract, tort, negligence, or any other legal or equitable theory, and even if BeeRent is advised of the possibility of such damages.
- 18.2. Any claims arising relating to the use of the Book-Croatia-Online must be brought within one (1) month of the date that the event giving rise to such action occurred.

19. Indemnification

- 19.1. User hereby agree to indemnify and hold BeeRent and its Affiliates and related parties harmless from and against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim made by a third party relating to his use of the Book-Croatia-Online or any breach or violation of these T&C or other applicable conditions in relation with the use of the Book-Croatia-Online.

20. Governing Law

- 20.1. The legal relationship regulated with these T&C is governed solely by the laws of Netherlands and is binding to the Parties worldwide.
- 20.2. The Parties agree and hereby submit to the exclusive personal jurisdiction of and venue in Republic of Netherlands for claims with respect to these T&C and other agreements.
- 20.3. These T&C shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.
- 20.4. User agree not to engage in any class action claim against BeeRent without prior arbitration process.

21. Modification of these T&C

- 21.1. BeeRent reserves the right to modify these T&C at any time.
- 21.2. All changes are valid from the date of posting on the official BeeRent websites.
- 21.3. BeeRent will also notify the Hosts and other users of all significant changes via email.
- 21.4. If Book-Croatia-Online users disagree with the revisions, they may terminate this agreement with immediate effect.
- 21.5. Continued access to or use of the Book-Croatia-Online will constitute acceptance of the revised T&C.

22. Relationship

- 22.1. Nothing in these T&C is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise any Party to act as agent for the other, and no Party shall have authority to act in the name or on behalf of, or otherwise to bind other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. Severability

- 23.1. If any provision of these T&C is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall continue in

full force and effect but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

24. Entire Agreement

- 24.1. These T&C, along with all applicable online order forms and Pricelist, Book-Croatia-Online Pay T&C, standards and other policies, comprise the entire agreement between the Parties and supersede all prior and current negotiations, discussions, or agreements, whether in written or oral form between the Parties regarding the subject matter herein.
- 24.2. BeeRent is authorised in his own discretion to make modifications to these T&C, Pricelist Book-Croatia-Online Pay T&C, standards and other policies and all forms without prior consent of the User.
- 24.3. These T&C are originally made in English language, and all translations must mirror the original language.
- 24.4. In a case that translations depart from the original, the English version prevail.
- 24.5. Effective date of made modifications is the date of posting on the official BeeRent website.

25. Enforcing

- 25.1. BeeRents failure to enforce any right or provision in these T&C will not constitute a waiver of such right or provision unless otherwise agreed in writing.

26. Assignment

- 26.1. Users (Hosts nor Guests) may not transfer or assign, sublicense, or any other method the service or the right to access or use the Book-Croatia-Online to any other person or entity.
- 26.2. Any attempt by User to transfer his rights or obligations under these T&C or any applicable agreements with the BeeRent without obtaining the prior written consent of BeeRent shall be invalid.
- 26.3. BeeRent may assign its rights and/or delegate its obligations under these T&C or any applicable agreements to any third party, including its Affiliate, in BeeRent's sole discretion and without notice.

27. Notices

- 27.1. Unless agreed otherwise, any notices and communications between the Parties will be provided electronically via email or webchat.