

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

TERMS AND CONDITIONS OF RENTAL OF VEHICLES AND BOATS

1. The rental agreement. These Rental Terms and Conditions, the rental document you receive when you are given access to the **car/vessel** you are renting (the "Rental Agreement"), any additional agreements signed by you, any documents or agreements (or links to documents or online agreements) sent to you electronically in connection with your rental, the Privacy Notice and the return receipt or record (the "Rental Receipt") with calculated rental charges together constitute the "Rental Agreement" between you and **MiamiXperience** or **Grupo Krug USA LLC**, or **MiamiXperience** Independent Licensee **Grupo Krug USA LLC** identified in the Rental Agreement ("**MiamiXperience Grupo Krug USA LLC**").

2. Your rent. You are renting from **MiamiXperience Grupo Krug USA LLC** the **automobile/vessel** described in the Rental Agreement, the rental of which is solely a transfer of possession, not ownership. You agree to the terms of the Rental Agreement provided that such term is not prohibited by the law of a jurisdiction that covers this rental, in which case such law controls. "You" and "your" refer to the person signing this agreement, "we", "our" and "us" refer to **MiamiXperience**. You also agree that you are not our agent for any purpose; and that you may not delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

3. Changes. Any changes to the Rental Agreement or our rights must be in writing and signed by an authorized **MiamiXperience official. Krug Group USA LLC**. In addition, you agree that we have the unilateral right to change these Terms and Conditions from time to time, either upon written, paper or electronic notice, or by posting such changes on the **MiamiXperience website. Krug Group USA LLC**. Such changes will apply to rentals you reserve after such notice has been given, as indicated on the date of such notice, if in writing, or the date such changes are posted on the **MiamiXperience website. Grupo Krug USA LLC**, the date on which will be indicated therein, without any requirement on your part to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on the **MiamiXperience website. Krug USA LLC Group** at www.miami-xperience.com and will govern all rentals commencing after posting, even if the terms provided at the time of booking the rental **car/vessel** are different.

4. Meaning of car. The word "car" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, fobs, equipment, accessories, license plates, included and optional documents and any other products or property provided by **MiamiXperience. Krug USA LLC Group** with the vehicle and rented separately by **MiamiXperience Krug Group USA LLC** unless otherwise explicitly

specified in the Rental Agreement.

Meaning of boat. The word “vessel” in the Rental Agreement means the boat leased to you or your replacement and includes fenders, keys, key fobs, equipment, accessories, included and optional documents and any other products or property provided by MiamiXperience . **Krug Group USA LLC** with the vehicle and rented separately by **MiamiXperience Krug Group USA LLC** unless otherwise explicitly specified in the Rental Agreement.

5. Who can drive/navigate the car/boat? You declare to **MiamiXperience Krug Group USA LLC** that you are a validly licensed and capable driver and will remain a validly licensed and capable driver for the entire term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted) as a condition precedent to each rental; and that we may, in our sole discretion, refuse to rent to you if your license is not current. We reserve the right to deny rentals based on (i) information regarding the status of your license, (ii) the authenticity of your driver's license or other credentials, (iii) failure to verify your identity or payment methods, (iv)) your driving record provided by the Department of Motor Vehicles of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and licenses in good standing periodically without notice, except as required by law. Except where applicable law specifically authorizes otherwise, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular co-worker incidental to business duties may conduct the car (each a "Permitted Driver"), but only with your prior permission. Any permitted driver must be at least 25 years of age and must also be a capable driver with a valid license at all times during which said person is operating the car. Anyone other than you or a permitted driver operating the car must sign an additional driver form at the time of rental. We may charge for each additional driver authorized to drive the car, which will be specified in the Rental Agreement. You acknowledge that you will remain financially responsible under the Rental Agreement at all times, even if the car is operated by a Permitted Driver or someone other than you.

6. Return of the car/boat. You agree to return the car/boat to us in the same condition in which you received it, ordinary wear and tear excepted, on the date, time and place specified in the Rental Agreement. You must return it earlier at our request. If you return it earlier or later, a different or higher rental rate may apply, and if you return it later, you may also be charged a late return fee. You may not return the car /boat outside of the return location's operating hours unless specifically permitted by that location. If you do, your liability for damage to or loss of the car will continue and all charges set forth in the Rental Agreement as a recurring fee will continue to accrue until the return location reopens and we process the car/boat return. Hours of operation vary by location. If we do not find the car/boat when that location opens, your liability for all charges and for damage to or loss of the car/boat will continue

until the car/boat is actually returned or recovered. If you wish to extend any rental, you must contact us at **+1 786 820 8965** or use a method approved by us to request the extension prior to the date of your return. We may or may not grant an extension or refuse to grant an extension for any period you request, in our sole discretion. Failure to return the car/boat to the location specified in the Rental Agreement, as required by the Rental Agreement, may subject you to criminal penalties. If we grant an extension, a different or higher fee may apply to the extension period and a service fee may also apply.

7. Where you will return the car/boat. The car/boat must be returned to the agreed return location as specified in the rental agreement. If drop-off is indicated to a location other than where your rental begins, you may have to pay a one-way service fee. If you return the car/boat to a location other than the agreed-upon return location without our permission, you agree to pay an unauthorized return location fee specified by us.

8. Rental Charges. You will pay for the number of miles/kilometers/hours you drive and the period of time you rent the car/boat at the rate stated in the Rental Agreement, or your applicable corporate rate. Unless otherwise stated in the Rental Agreement, the minimum charge is one day (24 hours), plus mileage/kilometer/hour, or a flat rate. We will determine the miles/kilometres/hours by reading the factory installed odometer/ hour meter or using the vehicle/boat telematics device. The daily charge applies to consecutive 24-hour periods beginning at the hour and minute the rental begins or, if a calendar day is specified in the Rental Agreement, each consecutive calendar day or any part of a calendar day that begins on the calendar day the rental occurs. If you fail to comply with any conditions for special rates specified in the Rental Agreement, our applicable rates will be charged otherwise. You will pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

to) If you present any reward certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee. In addition, if you choose to earn airline miles or other comparable loyalty program benefits, you may be charged a fee.

b) You will also pay a reasonable fee to clean the interior of the car/boat upon your return if any stains, grime, odor or dirt attributable to its use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

c) If the keys or fobs are not returned with the car/boat, you may be charged additional fees.

d) We maintain a non-smoking fleet, including a ban on the use of e-cigarettes in the car/boat. You will pay an additional fee if you return the car/boat and it smells or is dirty from e-cigarette smoke or vapor.

and) You and any third party to whom the rental charges are billed, such as an insurer or employer, are jointly and severally responsible for the payment of all such charges. If you direct us to bill a third party for such charges, you represent that you are authorized to do so on behalf of the third party.

F) If you are using a car with automatic toll payment capability, see the "e-toll" disclosures in paragraph 16 below.

g) To the extent that you use any rate/benefit discount code in association with a rental, you represent that you meet the criteria necessary to use such discount code. Any other use will be considered unlawful use and theft of services for which **MiamiXperience / Grupo Krug USA LLC** may seek legal remedies, including, but not limited to, reasonable attorneys' fees and costs, and may void any associated rental discounts or benefits.

i) MiamiXperience / Grupo Krug USA LLC makes every effort to ensure that all prices and descriptions quoted on its website or elsewhere are correct and accurate. However, in the event of a manifest error or omission, **MiamiXperience / Grupo Krug USA LLC** reserves the right to terminate the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that case will be limited to the refund of any money you have paid in respect of the reservation. In the event of a manifest error in which we allow you to hold your reservation, we reserve the right to require you to pay the difference between the quoted price and the correct price, as confirmed in writing by **MiamiXperience / Grupo Krug USA LLC** after it is discovered. manifest error. A "manifest error," as the term is used in this paragraph, means, in connection with an incorrect price, a price quoted in error by **MiamiXperience / Krug USA LLC Group** that is more than 15% less than the price that would have been quoted. if the mistake hadn't been made.

9. Taxes, Surcharges and Fees. You will also pay all applicable taxes, as well as any additional charges provided in the Rental Agreement that are above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

10. Reservation of cards. You acknowledge that you have been informed that if you use a credit card (including any digital wallet or mobile payment application linked to your credit card account), your credit, up to an amount of the total estimated charges due under the Rental Agreement, as stated in the Rental Agreement, based on your representations about this rental, may be booked or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use debit card funds in the account to which that card is linked may be reserved for the greater of the amount of the total estimated charges due under the Rental Agreement, based on your representations about this rental, as indicated in the Rental Agreement, or the amount of the deposit indicated on the signs in the place where you rent the car at the time of rental. You agree to reserve or reserve that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any overbooking or reserve upon completion of your rental (return of the car and our determination of whether additional fees or charges apply), and that your card issuer's

rules apply to your line of credit. or to your account being credited for such excess and may not be immediately released by your card issuer.

11. Repossess the car/vessel. We may repossess the car at any time in our sole discretion for reasons including, but not limited to, the following: the car/boat is illegally parked/tied up, is being used in violation of the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we do not need to notify you in advance and that we may take any action reasonably necessary to gain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car via GPS tracking devices, and using for our benefit any other device connected to the car or affecting the operation of the car. If the car/boat is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us in recovering the car/boat. You agree that such costs will be charged to the credit or debit card or account used to rent the car.

12. Loss Damage Waiver (LDW). Loss Damage Waiver (LDW) is not insurance and is not required. If you accept full LDW by your initials on the Rental Agreement at the additional daily rate, for each full or partial day the car/boat is rented to you and the car/boat is operated in accordance with this agreement, we assume responsibility for the loss of or damage to the car/boat, except, if permitted by law, for lost or stolen keys or remote entry devices, towing or tire services unless related to an accident, or repossession of the car if stolen and except for your "responsibility" amount, if any, specified in the rental agreement. Partial Loss Damage Waiver (PDW) is only available where permitted by law. If you accept PDW at the stated daily rate, and the car /boat is operated in accordance with the Rental Agreement, we assume responsibility for loss or damage to the car up to the amount specified in the Rental Agreement and you accept responsibility for any other loss or damage. If you do not accept LDW or PDW, you owe for all loss or damage to the car/boat. Losses and damages are described in paragraph 13 below. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOUR OWN INSURANCE MAY COVER LOSS OR DAMAGE TO THE AUTOMOBILE/BOAT. YOU ALSO ACKNOWLEDGE TO READ THE NOTICE OF LOSS OR DAMAGE SHOWN IN THE RENTAL AGREEMENT, OR IN THESE TERMS, OR IN A SEPARATE NOTICE FORM, INCLUDING BUT NOT LIMITED TO THE STATE SPECIFIC NOTICES SET FORTH IN PARAGRAPH 36 WITH RESPECT TO STATE IN WHICH YOU RENTED THE CAR/BOAT AND EACH STATE WHERE YOU TOOK THE CAR/BOAT

13. Car/boat damage/loss. If you do not accept the loss damage waiver, or if the car/boat is lost or damaged as a direct or indirect result of a violation of paragraph 14, or is damaged as a result of an act of nature, you are responsible and will pay us for all loss or damage to the car/boat, regardless of cause, or who or what caused it. If the car/boat is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the fair retail market value of the car/boat before it is damaged and proceeds of sale, or as required by law. The depreciated book value may be greater than the retail fair market value. Where permitted by law, you authorize us to charge you the actual cost of repair or replacement of lost or damaged items such as glass,

mirrors, tires and antenna, bow, stern, port and starboard, as part of your rental charges at the time of the return. If the car/boat is stolen and not recovered, you will pay us the fair market value of the car/boat before it was stolen. As part of our loss, you will also pay for the loss of use of the car/boat, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your liability is covered by any insurance, credit card benefit, travel insurance, or any other insurance or benefit, you authorize us to contact the benefit provider directly on your behalf and assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to repairs to the car/boat plus diminished value or fair market retail value of the car/boat (less salvage value plus costs incurred in the salvage sale), and all incidental losses and administrative charges. If we collect our loss from a third party after we have collected our loss from you, we will reimburse you for the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction that covers this rental requires terms on LDW that are different from the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to service or repair the car without our express prior written consent. If you fix or repair the car/boat without our consent, you will pay the estimated cost to restore the car /boat to the condition it was in before your rental. If we authorize you to repair the car/boat and the cost of the repair is our responsibility, we will reimburse you for those repairs only if you provide us with the repair receipt.

14. Prohibited use of the car. Certain uses of the car/boat and other actions that you or a driver may or may not take will violate the Rental Agreement. **A VIOLATION OF THIS PARAGRAPH WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS, ANY ROADSIDE ASSISTANCE PLANS, EMERGENCY ILLNESS PROTECTION, AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGES WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORMISSES, LIENS, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEY FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.** It is a violation of this paragraph if any of the following occurs:

A. You use or allow the use of the car/boat:

- **by any person other than an authorized driver, as defined in section 5;**
- **to transport passengers or rental property or more passengers than the car has seat belts to wear;**
- **to tow or push anything;**
- **to be operated in a test, race or contest or on unpaved roads;**
- **while the driver is under the influence of alcohol, any controlled substance, including, but not limited to, any federally controlled substance listed under the Controlled Substances Act, Title 21 of the United States Code (a**

"Controlled Substance"), or medications that affect the operation of the vehicle and/or constitute driving while impaired under applicable law;

- for conduct that could be charged as a felony or misdemeanor, including transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking;
- recklessly or while overloaded; or
- if the car is driven into Mexico without our express permission.
- if the boat goes more than 20 miles from the marina

. You or an additional driver, authorized or not:

- to promptly report any car/boat damage or loss to MiamiXperience when it occurs or becomes known to you and provide us with a written accident/incident report or cooperate with our investigation;
- When required by law, you failed to report an accident to law enforcement;
- obtained the car/boat by fraud or misrepresentation;
- get out of the car/boat and not remove the keys (or fobs) or lock and lock all the doors, close all the windows and the trunk and the car is stolen or vandalized; or
- intentionally or with willful disregard cause or allow damage to the car.

C. You or an additional driver, authorized or not, returns the car/boat after hours and the car/boat is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car/boat, your keys, fobs or other remote entry and start devices.

D. Driving or operating this car/boat while using a portable wireless communication device or other device that is capable of receiving or transmitting telephone communications, electronic data, mail or text messages will be considered a violation of the Rental Agreement.

15. Fuel Service Charge. Most rentals come with a full tank of fuel, but that's not always the case.

Where available, if permitted by law, if you drive less than 75 miles, you acknowledge that we will add a flat fee to the rental, the amount of which will be disclosed in the Rental Agreement and at the counter prior to rental. You can avoid this charge at the time of return by providing a receipt for the fuel purchased, at which point the flat rate will be reversed from your total rental charges. If this part a) does not apply, there are three refueling options:

1) If you do not accept the fuel service option, when available, at the beginning of your rental, and you return the car/boat with less fuel than it had when you received it, as determined in our sole discretion, we will charge you a fuel service fee. Fuel service at the applicable rate per mile or rate per gallon specified in the Rental Agreement or posted at the location. The mileage rate is used if you do not purchase fuel during the rental. To calculate this amount, we multiply the number of miles driven, as displayed on the car's odometer (or provided by the vehicle's telematics device), by the mileage rate shown on the Rental Agreement. The rate per gallon is used if you purchase fuel during the rental and provide us with a receipt at our request, but the tank is not as full when you return the car as it was when you received the car (using the factory-installed gauge, rounded down to the nearest tank). nearest 1/8), multiplied by the rate per gallon shown on the Rental Agreement.

Although two methods are used for ease of calculation, the per-mile and per-gallon rates produce approximately the same result. Some of our cars are equipped with on-board telematics that record the actual amounts of fuel in the gas tank. In the event that your car has such a device, you will be charged for the actual amount of gasoline needed to fill the tank based on the reading of this device.

2) If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the Rental Agreement for that purchase and you will not pay us a fuel service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for the fuel left in the tank at the time of return. If you accept the partial fuel service option at the beginning of your rental, you will be charged as shown on the Rental Agreement for that purchase and will pay a fuel service charge for any fuel not covered by the partial fuel service option. . The cost per gallon of the fuel service option will always be less than the fuel service charge. The cost of refueling the car yourself at a local service station may be less than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel.

3) You can avoid a fuel service charge by returning the car with as full a tank of fuel as when you received it and, if requested, provide a receipt for your fuel purchase. If you put fuel in the car, you must use the correct fuel (have the grade of gasoline indicated on the car's fuel information decal or diesel on the road). Do not use ethanol fuel, even if the car claims that it is a flex-fuel vehicle.

16. Electronic toll. If you do not pay cash for tolls or the highway does not accept cash payments, you automatically opt-in to our electronic toll service, whereby you agree to pay us or our toll program administrator, with whom we will share your toll card information. credit/debit, for all tolls incurred during your rental and all related fees, charges and penalties. Under the electronic toll program, once you pass through an

electronic toll, you will pay a convenience fee of \$3.95 for each day of the entire rental period, including days that e-Toll is not used, until a maximum of \$19.75 per rental month, plus tolls incurred at prevailing maximum rates. You can avoid the convenience fee and any other charges by paying the toll in cash, using your own electronic toll device, or avoiding any roads or passageways cashless toll. Electronic Toll charges may take 4-8 weeks after the rental ends to be billed to your credit/debit card on file.

17. Fines, expenses, costs and administrative fees. You will pay or reimburse us for all fines, interest, and court costs for parking, traffic, tolls, and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administration fee in respect of any violation of the Rental Agreement, such as repossessing or repossessing the car/boat for any reason. You agree that we may, in our sole discretion, pay all tickets, citations, fines, and interest on your behalf directly to the appropriate authority and you will pay us what we pay to the appropriate authority or its designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these violations in providing any necessary information they may request or otherwise be required to provide.

You authorize us to release rental and credit/debit card information regarding your rental to ATS Processing Services, LLC (ATS), Violation Management Services (VMS) or other agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rent plus a reasonable administrative fee not to exceed \$50 per violation. You authorize as our agent ATS, VMS or other agent we designate to bill you directly to the credit/debit card you used to rent the car/boat. You authorize ATS, VMS or another agent we authorize to contact you directly regarding any tickets, citations, citations and fines incurred by you or assessed against us or against our car while the car/boat was rented to you.

In the event that we use a third-party collection service or agent to resolve any tickets, citations, citations, penalties, and interest, you agree to pay all collection costs and fees, including, but not limited to, administrative and legal costs, for said agent upon request without protest. You acknowledge that you have no right to contest any such violation or enter any plea of not guilty or any contest unless we consent to your action, provided that the penalty for the violation is money only and does not involve any other administrative, civil or criminal.

You agree to indemnify us and hold ATS, VMS and any other agent authorized by us harmless for such tickets, citations, fines, penalties, interest and administrative fees.

18. Roadside assistance. Roadside assistance is available to all renters. In some cases, you may be able to purchase additional protection under a roadside assistance plan (a "Roadside Assistance Plan") in which **MiamiXperience** offers to cover potential costs associated with lost keys, remote entry devices, lockouts, flat tires, towing (if the car becomes inoperable), jump starts, or emergency fuel delivery (up to 3 gallons). If you

do not purchase the Roadside Assistance Plan in advance, you may incur additional costs for providing the services listed above. When paying in advance for a Roadside Assistance Plan, you will pay for any full or partial days at the rate specified in the Rental Agreement. There are no refunds if you do not use the Roadside Assistance Plan. Once purchased, you cannot cancel or rescind the Roadside Assistance Plan during the rental.

19. Emergency Sickness Protection (ESP). ESP is only available to non-US resident renters. You will pay ESP if you accept it. You will be charged the ESP rate per day for a full day, even if you don't have the car for the whole day. Visit www.miami-xperience.com for additional information, coverage terms and limits.

20. Liability Protection. Any person driving the car/boat who is authorized to drive it by the Rental Agreement will be protected from liability for causing bodily injury or death to others or damaging the property of anyone other than the authorized driver and/or renter until the minimum limits of financial responsibility required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury suffered by any one person includes any claim for loss of that person's consortium or services. Where applicable law extends this protection to a disallowed driver, the same limits will apply. **Except where required by law to be primary or excessive, any protection provided by us will be secondary to, and not superior to, any applicable insurance available to you, or any other driver, from any other source, whether primary, excessive, secondary, or contingent in any way.** . If this protection is extended by law to any person not authorized by the Rental Agreement to operate the automobile/boat, or to any person or instance where coverage is not intended to be provided by the Rental Agreement, the limits of financial responsibility of the jurisdiction in which the accident occurred.

self-insured certificate or an insurance policy, or both, at our option. In any event, a copy of the policy and/or certificate will be available for inspection at our main office. You understand that unless required by applicable law, we will not provide

(a) coverage for fines, penalties, punitive or exemplary damages;

(b) coverage for bodily injury to you, or your death while you are not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the driver's family, or to a co-worker arising out of or in the course of employment;

(c) defense against any claim, unless we are required to provide primary protection, but then not after the applicable limits of protection we provide are tendered;

(d) supplemental no-fault, non-mandatory uninsured or underinsured motorist coverage, and any other optional or disallowable coverage, and you and we disclaim all such coverage to the extent permitted by law. When any of these coverages are required or implied by law, the limits will be the minimum required by applicable law. Where permitted by law, you decline uninsured or underinsured motorist and all

optional automobile insurance coverages and under any insurance policy or certificate of self-insurance in connection with the Rental Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in an automobile against loss and damage sustained if injuries are caused by the negligence of an uninsured or underinsured driver. to pay for loss and damage. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances, unless special arrangements are made at the rental location for separate Mexican insurance, where such insurance is available.

21. Supplemental Liability Insurance (SLI) and exclusions. If you choose to purchase SLI, you and any authorized drivers will be covered under an excess coverage auto/boat policy issued to **MiamiXperience / KRUG GROUP USA LLC**. SLI provides third-party auto claim protection for the difference between the minimum limits of financial responsibility set forth in paragraph 21 above and a single combined maximum limit of liability of \$1,000,000 or \$2,000,000, depending on the jurisdiction of rental and type of vehicle for bodily injury, death or property damage for each accident. This coverage is provided under an excess liability insurance policy more fully described in the available brochure and is subject to all of the conditions and limitations described in paragraph 21 above, except that, notwithstanding the provisions of the Rental Agreement, the Policy terms will prevail at all times. **SLI does not apply to liability for bodily injury or property damage arising from any "prohibited use of the automobile" as described in paragraph 14 of the Rental Agreement, all of which are SLI exclusions. Other exclusions to SLI are listed in the SLI policy.** You understand that you will be charged the daily rate for a full day, even if you do not have the car for the entire day.

22. Indemnity and Waiver. You will defend, indemnify and hold us, our parent companies and affiliates harmless from any loss, liability, damages, injuries, claims, demands, awards, costs, attorneys' fees and other expenses incurred by us in any way arising from this transaction of rental or use of the car /boat by you or any person, including claims or liabilities to third parties. You may file a claim with your insurance company for such events or losses; but in any event, you will be ultimately liable to us for all such losses. **YOU WAIVE ANY CLAIMS AGAINST US FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.** You agree that if the rental takes place at a location operated by a **MiamiXperience / Krug USA LLC Group Licensee**, any claim by you, including one alleging unfair, deceptive, or disproportionate conduct, your sole right and remedy is against that **MiamiXperience Licensee**. and **Grupo Krug USA LLC**, its parent or any of its affiliated companies.

23. Property in the car/boat. We are not responsible for the loss, theft, or damage of any property in or on the car/boat, in any service vehicle such as a transit van or bus, on our premises, or received or handled by us, regardless of who has the blame. You will be liable to us for claims of others for loss or damage caused by your property.

24. Currency conversion. If you use a credit or credit card issued by a financial institution outside of the United States and your charges are billed to us in a currency other than US Dollars, the full amount of your charges will be converted to the billing currency of the card account by us, unless you have instructed us not to perform the conversion process in your personal account profile or have submitted a written request in advance for your card issuer to perform the currency conversion. Our conversion will be based on a conversion rate published by Reuters or another independent reporting service and will incorporate a processing charge of no more than 3% applied to all amounts related to the transaction. This fee will replace the currency conversion processing fee assessed by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the conversion or disclosure of your currency.

25. Error in rental charges. Charges shown on the return record are not final and are subject to review. You'll pay any undercharges and receive a refund for any additional charges we discover upon review.

26. Collections. If you do not pay all amounts due to us under the Rental Agreement on demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car/boat, including, but not limited to, the payment for loss or damage to the car, rental charges, fines and traffic light tickets, and b) You also agree to pay any costs we incur in trying to collect such Charges, including, but not limited to, costs court and attorney fees, plus any administrative fees, recovery costs, insufficient funds fees, and collection fees (collectively, "Costs"). If permitted by law, you authorize us and our collection agent to contact you or your employer, at your place of employment, about the payment of any overdue charges or costs. You also agree that we or our collection agents may access the personal information you provide to us in any effort to collect any fees or costs under this section and may use the address provided by you on the Rental Agreement, or in any customer profile, as a place to send any claim or collection notice. c) In the event that you have presented a credit or debit card for it with third party collection agents and you further authorize us or our collection agents to collect any amounts owed to us, including, but not limited to, fees and costs mentioned above, to that credit or debit card.

27. Arbitration. Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, without limitation, in an individual arbitration proceeding or in a small claims court proceeding), you and **MiamiXperience** agree that you will each give written notice to the other party the claim to be asserted 30 days prior to commencement of proceedings and will make a reasonable good faith effort to resolve the claim. If you intend to file a claim against **MiamiXperience / Grupo Krug USA LLC**, you must send written notice of the claim to **Grupo Krug USA LLC Attention 1845 NW 112 TH AVENUE 203, MIAMI FL, 33172**. If **MiamiXperience** intends to assert a claim against you, we will send you written notice of the claim to your address in our records. The parties may, but are not required to, engage in privileged settlement negotiations during this 30-day period. NO DEMAND OF SETTLEMENT OR OFFER OF

SETTLEMENT USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK OF LIABILITY). Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by law.) Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and MiamiXperience / Grupo Krug USA LLC arising out of, related to or in connection with your rental of a MiamiXperience / Krug USA LLC Group car and the Rental Agreement will be resolved exclusively by binding arbitration through the American Arbitration Association ("AAA") in accordance with the prevailing commercial arbitration rules. from the AAA. There is an impartial arbitrator, but there is no judge or jury in arbitration . Both parties waive the right to a jury trial. Arbitration procedures are simpler and more limited than applicable court rules, and review by a court is limited.

YOU AND MIAMIXPERIENCE/ Grupo Krug USA LLC AGREE THAT SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING. Notwithstanding any provision in the Rental Agreement to the contrary, if the class waiver in the foregoing sentence is held to be invalid or unenforceable, neither you nor we have the right to seek dispute resolution by binding arbitration. If you are an individual (rather than, for example, a partnership, corporation, or other form of non-individual or entity), if (1) your claim is less than \$10,000, and (2) you can show that the costs of arbitration will be prohibitive as compared to the costs of litigation, MiamiXperience /Grupo Krug USA LLC will pay as much of its filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in the Rental Agreement to the contrary, the parties agree that if MiamiXperience / Grupo Krug USA LLC seeks to remove or materially modify the agreement to arbitrate this dispute resolution provision, such removal or material modification shall not apply to any individual claim that you have already notified MiamiXperience / Grupo Krug USA LLC about . Information about the AAA, its rules and procedures, and how to file an arbitration claim can be found by contacting the AAA at 800-778-7879 or on its website at <http://www.adr.org>.

Disputes and claims that are within the scope of the authority of a small claims court, as well as disputes and claims regarding personal injury and/or automobile damage or loss related to your rental from **MiamiXperience / Grupo Krug USA LLC** , are exempt from the above dispute resolution provision.

28. Satellite communication and radio services. You acknowledge that the car/boat may be equipped with a communication service (such as OnStar or similar service) (a "Communication System"), which provides emergency notification, navigation, diagnostics, tracking and other services, and a receiver to receive audio signals from subscription satellite radio services to which Budget may subscribe ("Satellite Radio"). You expressly authorize all such services. You acknowledge that you understand that a Communication System, such as OnStar , requires the automobile's electrical system

and equipment, cellular service, and satellite technologies to be available and functioning in order to function properly. Not all services offered by the Communication System provider are available on all cars. The Communication System acts as a liaison with existing emergency service providers and other providers. The services are limited by, and neither the provider of the Communication System nor the Quote is responsible for, the conditions or services beyond its control. Any information (for example, support of navigation routes) provided through a Communication System is "as is". The provider of the Communication System (including OnStar), its service providers, and Budget shall have no liability to you or any user of the Communication System in connection with the use of such information. You understand and agree that the Communication System provider may provide us and/or law enforcement with all information necessary to enable us and/or law enforcement to locate the automobile, if you fail to return the automobile when and where requires the Rental Agreement. You agree to release and hold harmless us and the providers of the Communication System from any failure of the Communication System. You also agree to limit claims against the provider of the Communication System for damages for any loss under any theory to the prorated portion of the car usage fee for one day. If your rental car has active Communication System equipment, you understand that your use of the car is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations disclaimer, the terms of the wireless service provider, the privacy practices related to the Communication System provider's collection, use, and sharing of information about you and the car, and the application of other relevant provisions, including the responsibilities you have when using the Communication System. You should review the Communication System provider's website for details of their Terms and Conditions and Privacy Statement. Details about OnStar 's Terms and Conditions and Privacy Statement are available at OnStar.com. By proceeding to rent the car and signing this contract, you consent to the provision of the Communication System in accordance with the Terms and Conditions and agree to be bound by the Terms and Privacy Statement of the provider of the Communication System. Not all cars are equipped with a communication system and/or satellite radio. Some cars in our fleet may have a communication system and/or satellite radio equipment, however such equipment may not be active. We may separately charge for satellite radio access as an optional accessory on your rental agreement and rental receipt. We can set a Satellite Radio access code or program the car to not give you access to Satellite Radio unless you have reserved that option in advance. If we provide you with access to Satellite Radio based on your advance reservation, you will be charged for the access whether or not you use this option. Unless you are informed that you have a car with a communication system and/or satellite radio, you will not have access to the systems and should not rely on them or take any action to activate them. Tenants shall not activate any Service and in the event a Tenant activates a Service in violation of this provision, Tenant agrees to be fully responsible for annual subscription and/or cancellation fees for that Service.

29. Additional Services and Products . From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products, you agree to be bound by such

associated terms and conditions or terms of use, which are incorporated herein by reference.

30. GPS by Garmin® In various locations, **MiamiXperience / Grupo Krug USA LLC** may offer to rent a Garmin® Global Positioning receiver System ("GPS") for your use. If you rent such a unit, you will pay the additional daily charge shown on the rental agreement. This unit is not part of the car. You are responsible for any loss or damage to the unit and its accessories, regardless of cause, even if you have accepted LDW or PEP. If the unit and/or its accessories are lost or damaged such that, in our sole opinion, it requires repair or replacement, you will pay us for its repair or full retail cost, which may be up to \$499. If you return the unit to a location other than the rental location without our authorization, you will pay us a fee for such unauthorized return.

31. Use of GPS Tracking Devices. We use GPS tracking devices to track or locate automobiles/boats that may be late for their scheduled return, reported stolen, suspected missing, stolen or abandoned, or as required or requested by law enforcement, or to identify automobiles that have been damaged and may require roadside assistance, when we believe in good faith that an emergency exists that poses a threat to your safety or the safety of another person, or as necessary to defend, protect, or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to where the car is driven while it is being rented to you.

32. Connected car and location data .

Team. Certain cars/boats contain devices that monitor the condition, performance and operation of the car, track fuel consumption, distance traveled, location and other information ("Connected Car Data"), and may transmit such data from the car connected to us, our third-party providers and/or the car manufacturer. Some or all of these communications are activated all the time, even when other services or media in the car are turned off.

We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process data from the connected car in accordance with its privacy notice. We do not provide the automaker with your personally identifiable information ("PII"), unless authorized by you, or as necessary in connection with the provision of services provided through the automaker, or as required by law. We may enter into agreements with auto manufacturers to receive some or all of the connected car data collected by these devices. We may use a third party to process connected car data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

Uses. If equipped and where permitted by law, we use these devices and Connected Car Data for some or all of these purposes: (i) to provide you with certain aspects of

our services, for example, remote lock/unlock, remote ignition off engine/cancel and automatically transmit vehicle data, such as location, odometer, fuel level and other data during the rental; (ii) to manage your car rental, for example starting your rental, changing or upgrading your car; (iii) to enable us to better understand how our cars are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) provide roadside assistance services; (vii) assist in the recovery of automobiles that are overdue, lost, or reported stolen, or suspected of being lost or stolen; (viii) develop new products and services and improve our existing products and services; (ix) respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services; (xi) to protect the rights and/or property of **MiamiXperience / Grupo Krug USA LLC** or third parties; (xii) when we believe in good faith that an emergency exists that poses a threat to your safety or the safety of another person, or in other circumstances where we reasonably believe our cars are being or have been used in violation of the law or otherwise in the commission of a crime; and (xiii) to comply with the law. Connected Car Data is collected, used, retained and disclosed for the purposes set out in the privacy section below.

Privacy. We collect, use, and share your PII with **MiamiXperience / Grupo Krug USA LLC affiliates, licensees, and other third parties** to: (a) provide and administer the services you request, including the use of corporate discounts and loyalty programs; (b) carry out relevant identity, fraud, security, driver's license and credit checks; (c) maintain, develop and improve the administration and management of our services; (d) protect our interests and enforce our rights, including seeking available remedies or limiting the harm we may suffer; (e) protect the rights, privacy, safety and/or property of you and others; (f) comply with or as permitted by law; and (g) provide you with information about goods and services that we think may interest you, unless you opt out. You can limit the use and sharing of your PII for marketing purposes, and you can access or correct your PII. See also the section Location data and connected cars above. This information may be used by us during and after the rental period (if permitted by applicable law). In order to provide you services or in the course of our business operations, we may need to transfer your PII to locations outside of the country where you rented the car, and your PII may be subject to the laws of other countries. By requesting and using our services, you expressly consent to our collection, use, and sharing of your PII for as long as permitted by law.

Download your address book and other information from your mobile device. Some of our vehicles allow you to connect your phone or personal device via Bluetooth to the vehicle electronics. If you choose to do so, the vehicle can automatically load your address book, store your incoming, outgoing and missed phone calls, and other information from your device. You must follow the steps shown on the vehicle's system screen to remove this information and the device from the vehicle's memory. **MiamiXperience / Grupo Krug USA LLC** is not responsible for ensuring the privacy of such information, and cannot guarantee that other persons you do not authorize will have access to this information after you return the vehicle.

33. Other Important Provisions . We may transfer our rights and obligations under these Terms and Conditions to another party, but this will not affect your rights or the provider's obligations under the Rental Agreement. You may only transfer your rights or obligations under these Rental Terms and Conditions to another person if we agree in writing. If we do not insist that you comply with any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and it will not mean that you do not have to comply with those obligations. If we waive a breach by you, we will only do so in writing, and that will not mean that we will automatically waive any subsequent breach by you. Each of the provisions of the Rental Agreement operates separately. If any court or competent jurisdiction decides that any discrete provision of them is illegal or unenforceable, the remaining provisions will remain in full force and effect.

34. Cooperation . You agree to cooperate and coordinate with **MiamiXperience / Grupo Krug USA LLC** generally and take any action **MiamiXperience / Grupo Krug USA LLC** reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the automobile, and (iii) any dispute, action, proceeding, lawsuit and investigation relating to this Rental Agreement or your use of the automobile, including, but not limited to, the execution and delivery of any documents requested by **MiamiXperience / Grupo Krug USA LLC**

35. Return of the car. FLORIDA:

Return of the car. Failure to return rental property or equipment at the expiration of the rental period and failure to pay all amounts due (including costs for damage to property or equipment) are evidence of abandonment or refusal to redeliver the rental. property, punishable in accordance with section 812.155, Florida Statutes.

Liability Protection . Valid and collectible liability insurance and personal injury protection insurance on any authorized rental or lease driver is primary to the limits of liability coverage and personal injury protection required by §§ 324.021 (7) and 627.736, Florida Statutes.

FLORIDA ADDITIONAL NOTICE:

Supplemental Liability Insurance (SLI)

What is Supplemental Liability Insurance (SLI)?

MiamiXperience has Supplemental Liability Insurance ("SLI") available at all Florida locations.

SLI is a special optional service offered by **MiamiXperience / Krug Group USA LLC** when you rent a car from **MiamiXperience / Krug Group USA LLC** . It is an "Excess Automobile Liability Insurance Policy" that provides additional liability insurance, within specified limits, in excess of the limits set forth in the Rental Agreement. SLI insures you and authorized operators as defined in the Rental Agreement against

claims made by third parties against you, the customer, for bodily injury/death and property damage caused by the use or operation of a SLI rental vehicle.

MiamiXperience / Grupo Krug USA LLC as permitted in the Rental Agreement.

If you choose to accept SLI for an additional daily charge as shown on the Rental Agreement. **The purchase of SLI is not required to rent a car at MiamiXperience.**

What are the coverage limits provided by SLI?

The SLI coverage limits are equal to the difference between the minimum financial responsibility limits, if any, provided under paragraph 21 of the Rental Agreement and the \$2 million maximum combined single limit of SLI per occurrence.

When and where does SLI coverage apply?

You and authorized operators are covered while driving the rental car within the United States, but only if the car is rented and returned in the United States. The coverage does not apply in Mexico.

How do I report a claim?

If you are involved in an accident, you must complete an accident report and submit it to the **MiamiXperience / Krug USA LLC Group rental location**. To make a claim or give notice of a claim, send written notice to:

1845 NW 112TH AVENUE,

203

MIAMI, FL 33172

+1 786 820 8965

How does SLI affect the application of your auto or umbrella insurance policy?

Your personal insurance policy that provides coverage on an owned automobile or other personal policy may provide additional coverage, and to that extent, SLI may provide duplication of coverage.

Whether, when and to what extent your own policies apply can only be determined by checking the terms of the policies themselves, as these terms vary frequently.

However, if SLI is accepted, the protection afforded by SLI and the limits of protection under the Rental Agreement are primary to its own policies. This means that before your own policies apply to pay a claim, the \$2,000,000 protection afforded by the combination of SLI and financial responsibility limits under the Rental Agreement limits

would have to be exhausted. If you do not accept SLI, your insurance, if any, is primary as stated in the Rental Agreement.

What exclusions apply to SLI?

Some of the exclusions that would exclude SLI are highlighted below. It is important that you read the rental agreement and policy carefully for all exclusions.

- Any prohibited use of the car as described in paragraph 14 of the rental agreement
- Bodily injury or property damage to any insured; nor, to the extent permitted by law in the state where the rental
- An agreement for bodily injury or property damage is signed to any person who is related to any insured by blood, marriage or adoption and who resides in the same household.
- "Uninsured Motorist"/"Underinsured Motorist" coverage is not provided by the policy except in states where required by law up to a maximum amount of \$100,000 or in amounts as required by law
- The policy does not provide "No Fault" and other supplemental or optional coverages
- Punitive or exemplary damages to the extent permitted by law.

Are there any special restrictions on the purchase of SLI?

In Florida, SLI cannot be purchased if the term of the Rental Agreement is more than 30 days, coverage cannot be provided for more than 30 consecutive days; and if the Rental Agreement extends beyond 30 days, coverage may be extended one time only, for a period not to exceed 30 days.

This is just a summary of SLI. The specific terms, conditions and exclusions thereof are subject to all provisions, limitations and exclusions contained in the rental agreement and the SLI policy issued by ACE American Insurance Company, one of the United States-based subsidiaries of ACE Limited . (NYSE: ACE) "ACE" and the ACE logo are service marks of the ACE Group, which is comprised of ACE Limited and its subsidiaries.

This summary is not intended to provide a complete description of the terms, conditions and exclusions of the policy. For more details, we invite you to review a copy of the policy, which is available for inspection, upon request, at the **MiamiXperience / GRUPO KRUG USA LLC location** where you are renting. Employees, agents or sponsors of **MiamiXperience / GRUPO KRUG USA LLC** are not qualified to evaluate the adequacy of existing renter's coverage.

BOAT CANCELLATION POLICIES:

Free cancellations up to 7 days before the start date of the reservation.

50% refund for cancellations between 3 and 7 days before the start date of the reservation.

Cancellations within 3 days of the reservation start date are non-refundable.

No show (15 minutes late) = no refund

If 2 hours before the appointment, there is a 70% chance of rain for more than half of the trip, I will give you 3 options:

1- keep the appointment

2- postpone for a few hours depending on availability
3- get an internal credit and reschedule for another day (not on a weekend), the captain must still receive an hour as compensation. Cancellation will be free only in case of thunderstorms, United States Coast Guard advisory for small boats, and winds over 20 mph.

If we advise you that the weather will be better at the time of your appointment and you still decide to take a home loan and the weather is actually good at the time of your appointment, we reserve the right to charge a \$150 rescheduling fee .

MiamiXperience / GRUPO KRUG USA LLC reserves the right to make changes to the reservation in the event that the reserved boat is not available for any reason or due to unsafe weather.

If we have to downgrade due to breakdown or any reason, the price will be reduced accordingly.

VEHICLE CANCELLATION POLICIES:

- If the cancellation is made before 10 (ten days) from the date of the reservation, you can reschedule without any penalty or request a refund of the reservation.
- If the cancellation is made within 10 (ten days) of the reservation date up to 48 hours before, you have the possibility of rescheduling without refunding the reservation.
- If the cancellation is made within 48 hours of the reservation date, it will not be possible to reschedule and there will be no refund of the reservation.

TERMS AND CONDITIONS OF HOSTING

These Terms of Service (“**Terms**”) are a binding legal agreement between you and **MiamiXperience / Grupo Krug USA LLC** that govern your right to use the **MiamiXperience / Grupo Krug USA LLC** websites, applications and other offerings (collectively, the “**MiamiXperience Platform**”). When these Terms use “**MiamiXperience / Grupo Krug USA LLC**,” “**we**,” “**us**” or “**our**” they refer to the entity **MiamiXperience / Grupo Krug USA LLC** of mentioned in [Exhibit 1](#), with whom the user contracts.

The **MiamiXperience Platform / Grupo Krug USA LLC** offers an online site that allows users (“**Members**”) to publish, offer, search and reserve services. Members who post and offer services are “**Hosts**”, while members who search, book or use services are “**Guests**”. You must register an account to access and use many features of the **MiamiXperience / Krug USA LLC Group Platform** and ensure that your account information is accurate. As a provider of the **MiamiXperience Platform , / Grupo Krug USA LLC** is not a party to the contracts entered into directly between Hosts and Guests, nor is it a real estate agent, travel agency, or insurer. **MiamiXperience / Grupo Krug USA LLC** is not acting as an agent for any Member, except as specified in the [Payment Service Terms](#) (“**Payment Terms**”). For more information about the **MiamiXperience / Krug USA LLC Group role** , see Section 16.

We maintain other [terms](#) and [policies](#) that supplement these Terms, such as the [Privacy Policy](#), which describes the collection and use of personal data, and the [Payment Terms](#), which govern the payment services provided to Members by **MiamiXperience** payment entities . / **Krug USA LLC Group** (collectively, “**MiamiXperience Payments**”).

If you are a Host, it is your responsibility to understand and comply with all laws, rules, regulations, and third-party contracts that apply to the Host Services.

Search and Reservation at MiamiXperience .

Search . You can search for Host Services using criteria such as Host Service type, travel destination, dates and number of Guests. You can also use filters to refine your search results. Search results are based on relevance to your search and other criteria. Relevance takes into account factors such as price, availability, Reviews, customer service and cancellation history, popularity, previous trips and Saved Listings, Host requirements (for example, minimum and maximum number of nights) and more. Learn more about search results in the [Help Center](#) .

Reservations . By reserving a Listing, you agree to pay all charges for your reservation, including the price of the Listing, applicable fees such as the MiamiXperience service fee, offline [fees](#), [taxes](#), and other items identified during the checkout process. (collectively, the “**Total Price**”). You also agree that **MiamiXperience / Grupo Krug USA LLC** through MiamiXperience Payments may charge the Payment Method (as

defined in the Payment Terms) used to book the Listing for the purpose of collecting Damage Claim amounts (such as defined in Section 15). When you receive the reservation confirmation, you and the Host will directly enter into a contract for Host Services (a "**Reservation**"). In addition to these Terms, you will be subject to and responsible for complying with all the terms of the Reservation, including, without limitation, the cancellation policy and any other rules, standards, policies or requirements identified in the Listing or during the reservation process. and payment that applies to the Reservation. It is your responsibility to read and understand these rules, standards, policies and requirements before booking a Listing. Please note that some Hosts work with a co-host or as part of a team to provide the Host Services.

Accommodation reservations . An Accommodation Reservation is a limited license to enter, occupy and use the Accommodation. The Host reserves the right to re-enter the Accommodation during your stay to the extent that: (i) is reasonably necessary, (ii) is permitted by your contract with the Host, and (iii) is consistent with applicable law. If you stay after your check-out date, the Host has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable penalties for extended stay. You may not exceed the maximum number of Guests allowed.

Cancellations, Travel Setbacks, Refunds and Modifications to the Reservation .

Cancellations, Travel Setbacks and Refunds . In general, if you cancel a Reservation as a Guest, the amount refunded to you will be determined in accordance with the cancellation policy applicable to that Reservation. But, in certain situations, other policies take precedence and determine the amount to be reimbursed. If something beyond your control forces you to cancel a Reservation, you may be eligible for a full or partial refund in accordance with the Force Majeure Event Policy . If the Host cancels or you experience a Travel Issue (as defined in the Guest Refund Policy), you may be eligible for a full or partial refund, or for assistance rebooking in accordance with the Guest Refund Policy . Different policies apply to certain categories of Ads. For example, Experience Reservations are governed by the Experiences Guest Refund Policy . See each Additional Legal Term or Policy for details on what is covered and what reimbursement applies in each situation.

Reservation Modifications . Hosts and Guests are responsible for any changes to the reservation they agree to make through the Platform. **MiamiXperience / Grupo Krug USA LLC** or that they direct MiamiXperience / Grupo Krug USA LLC customer service to perform on their behalf ("**Reservation Modification** ") , and agree to pay any additional amount, commission or tax associated with any Modification to the reservation.

Responsibilities and Assumption of Risks .

Responsibilities . You are responsible for your own acts and omissions and also for the acts and omissions of any person you invite to join or give access to any Accommodation, Experience or other Host Service. For example, this means that: (i)

you are responsible for leaving an Accommodation (and related personal property) in the condition it was in upon arrival, (ii) you are responsible for paying all reasonable Claim amounts Damages necessary to cover damage you, your guest(s) or your pet(s) cause to an Accommodation, and (iii) you must act with integrity, treat others with respect and comply with applicable laws at all times. If you are booking for an additional minor guest or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of said minor.

Your Assumption of Risks . You acknowledge that many activities carry inherent risks and agree that, to the extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the MiamiXperience Platform and any Content (as defined in Section 10), including your stay in any accommodation, your participation in any Experience, your use of any other Host Services, or any other interaction you have with other members, whether in person or online. This means that you are responsible for checking a Host Service to determine if it is right for you. For example, Host Services may involve risk of illness, bodily injury, disability, or death, and you freely and voluntarily assume those risks by choosing to participate in such Host Services.

Host Terms

Being a Host at MiamiXperience

Host . As a Host, MiamiXperience / Grupo Krug USA LLC offers you the right to use the MiamiXperience / Grupo Krug USA LLC Platform to share your Accommodation, Experience or other Host Service with our vibrant community of guests and earn money for doing so. Creating a Listing is easy, and you are in control of how you provide the Host Service: how you set your price, availability, and the rules for each Listing.

Contract with Guests . When you accept a reservation request or receive a reservation confirmation through the **MiamiXperience Platform** , you are entering into a contract directly with the Guest and you are responsible for providing your Host Service on the terms and at the price specified in your Listing. You also agree to pay applicable fees, such as the MiamiXperience Service Fee (and applicable taxes) for each reservation. **MiamiXperience / Grupo Krug USA LLC** Payments will deduct amounts you owe from your receivables unless you and **MiamiXperience / Grupo Krug USA LLC** agree on a different method. Any terms, policies, or conditions that you include in any supplemental agreement with Guests must: (i) be consistent with these Terms, our Additional Legal Terms, Policies, and the information provided in your Listing, and (ii) appear prominently in the description of your Ad.

Host Independence . Your relationship with **MiamiXperience / Grupo Krug USA LLC** is that of an independent person or entity and not that of an employee, agent, joint venturer or partner of **MiamiXperience / Grupo Krug USA LLC** except that **MiamiXperience / Grupo Krug USA LLC** Payments acts as payment collection agent as described in the Payment Terms. **MiamiXperience / Grupo Krug USA LLC** does not

direct or control your Host Service, and you agree that you have sole discretion as to how and when to provide the Host Services and at what price and on what terms to offer them.

Administration of your Ad .

Creation and Administration of your Ad . The **MiamiXperience Platform / Grupo Krug USA LLC** offers tools to help you set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, its price, other charges such as cleaning fees, resort fees, offline fees, and any rules or requirements applicable to your Guests or your Listing. You are responsible for keeping your Listing information (including calendar availability) and content (such as photos) current and accurate at all times. We recommend that you obtain adequate insurance for your Host Services and we suggest that you carefully review the terms and conditions of the policy, including coverage details and exclusions. You may keep only one Listing per Accommodation, however you may have multiple Listings for a single property if it has multiple Accommodations. Any offer of an Experience is subject to our Additional Terms for Experience Hosts .

Know your Legal Obligations . You are responsible for understanding and complying with all laws, rules, regulations, and third-party contracts that apply to your Listing or Host Services. For example: some landlords and/or contracts, or homeowners and condominium association rules, restrict or prohibit subletting, or the provision of Host Services for short and/or long stays. Some cities have zoning or other similar laws that restrict sharing space in residential areas for short stays. Some jurisdictions require Hosts to register, obtain a permit or license before providing certain Host Services (such as short-term or long-term accommodation, food preparation, alcohol sales, guided tours or driving). In some places, the Host Services you want to offer may be prohibited entirely. Some jurisdictions require you to register Guests staying at your accommodation. Some jurisdictions have laws that create additional rental rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, price control, and eviction laws, which may apply to longer stays. Check your local regulations to see which ones apply to the Host Services you plan to offer. The information we provide regarding legal requirements is for informational purposes only, and you must independently verify your obligations. You are responsible for managing and using the personal data of Guests and others in accordance with applicable privacy laws and these Terms, including our Host Privacy Standards . If you are in any doubt as to how local laws apply, you should seek legal advice at all times.

Search Classification . Ranking of Listings in search results on the **MiamiXperience / Krug USA LLC Group Platform** depends on a variety of factors, including the following main parameters:

- Guest search parameters (for example, number of Guests, time and duration of the trip, price range)
- Listing Characteristics (for example, price, calendar availability, number and quality of images, Reviews, Host Service type, Host status, Listing age, average Guest popularity)

- Guest booking experience (e.g., Host customer service and cancellation history, ease of booking)
- Host requirements (for example, minimum or maximum number of nights, reservation cut-off time)
- Guest Preferences (for example, previous trips, Saved Listings, location from which the Guest is searching)

Search results may appear different on our **MiamiXperience / Grupo Krug USA LLC mobile app** than they do on our **MiamiXperience / Grupo Krug USA LLC website** . **MiamiXperience / Grupo Krug USA LLC** may allow Hosts to promote their Listings in search or elsewhere on the **MiamiXperience / Grupo Krug USA LLC Platform** for an additional fee. You can find more information about the factors that determine how your Ad appears in search results, current promotional programs (if any), and how we identify Promotional Content in our [Help Center](#) .

Responsibilities . You are responsible for your own acts and omissions and you are also responsible for the acts and omissions of any person you allow to participate in the provision of your Host Services. You are responsible for setting the price and the rules and requirements of your Listing. You must describe each and every charge and fee in your Listing description and may not charge any additional fees or charges outside of the **MiamiXperience / Krug USA LLC Group Platform** , except as expressly authorized by the [Offline Fees Policy](#) . Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside of the **MiamiXperience / Krug USA LLC Group Platform** in violation of the Off-Platform [Activity Policy](#) .

Share Accommodations as a Team or Organization . If you work with a co-host or as part of a team, company or other organization, the entity and each person involved in providing Host Services is responsible as a Host under these Terms. If you agree to terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts and engage your team, company, or other organization, and that each entity you use is in good standing under the laws of the place where you are established. If you perform other functions, you represent and warrant that you are authorized to perform them. If you **direct MiamiXperience / Grupo Krug USA LLC** to transfer a portion of your payout to a co-host or other Hosts, or to send payments to another person, you must be authorized to do so and are responsible for the payment amounts and the accuracy of the billing information you provide.

Risk Assumption . You acknowledge that being a host carries inherent risks, and you agree that you assume all risks arising from your access to and use of the **MiamiXperience Platform, the Host Services offering, or any interactions you have with other Members, whether in person or online.** You agree that you have had the opportunity to inform yourself about the MiamiXperience Platform and any law, regulation, rule or obligation that may apply to your Listings or Host Services and that you are not relying on any statement of law or law made by MiamiXperience to do so. / Krug Group USA LLC

Cancellations, Travel Setbacks and Reservation Modifications .

Cancellations and Travel Setbacks . In general, if a Guest cancels a Reservation, the amount paid to you will be determined by the cancellation policy that applies to that Reservation. As a Host, you must not cancel a Guest without a valid reason in accordance with the Force Majeure Event Policy or applicable law. If you as a Host cancel a Guest without a valid reason, we may impose a cancellation fee and other consequences. If: (i) a Guest experiences a Travel Issue (as defined in the Guest Refund Policy), (ii) a Force Majeure Event, or (iii) a Reservation is canceled in accordance with Section 13 of these Terms , the amount paid to you as a Host will be reduced by the amount reimbursed or provided to the Guest and any other reasonable costs **MiamiXperience / Grupo Krug USA LLC** incurs as a result of the cancellation. If a Guest receives a refund after you have been billed, or if the amount of the refund and other expenses incurred by **MiamiXperience / Grupo Krug USA LLC** exceed the amount you have been billed, **MiamiXperience / Grupo Krug USA LLC** (through **MiamiXperience** Payments) may recover it from you, including offsetting the refund against your future Host payouts. You agree that the **MiamiXperience / Grupo Krug USA LLC** Guest Refund Policy , the Force Majeure Event Policy and these Terms provide for the cancellation policy you have established in situations where it is permissible to cancel a Reservation or issue refunds to the guests. If a refund is reasonably expected to be provided to a Guest under one of the above policies, the issuance of any charges for that Reservation may be delayed until a decision on the refund is made. If you are a Host of an Experience, please note that the Experience Cancellation Policy, the Experience Guest Refund Policy, and the various cancellation fees and consequences apply to your Reservations . Please refer to each Policy for details on what is covered and what your charge will be in each situation.

Reservation Modifications . Hosts and Guests are responsible for any Booking Modifications they agree to make through the **MiamiXperience / Krug USA LLC Group Platform or direct MiamiXperience / Krug USA LLC Group** customer service to make on their behalf , and agree to pay any additional amount, commission or tax associated with a Reservation Modification.

Taxes .

Host Taxes . As a Host, you are responsible for ascertaining and complying with your legal obligations regarding the declaration, collection, liquidation or inclusion in the price of VAT or other applicable indirect taxes, accommodation taxes, tourist taxes, income taxes or other charges (in hereinafter “ **Taxes** ”).

Collection and settlement through MiamiXperience . In jurisdictions where **MiamiXperience / Grupo Krug USA LLC** facilitates the collection and/or remittance of Taxes on behalf of Hosts, you direct and authorize **MiamiXperience / Grupo Krug USA LLC** to collect Taxes on your behalf and/or forward to the appropriate tax authority. Any taxes **MiamiXperience / Grupo Krug USA LLC** collects and/or remits are disclosed to Members in their transaction records, as applicable. **MiamiXperience / Grupo Krug USA LLC** may request additional amounts from Members (including deducting them from future charges) in the event that Taxes collected and/or remitted are insufficient

to fully meet Members' tax obligations, and you agree that your **MiamiXperience / Krug USA LLC Group** 's sole recourse to Taxes is a refund from the appropriate taxing authority. You acknowledge and agree that **MiamiXperience / Grupo Krug USA LLC** reserves the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

Tax information . In certain jurisdictions, tax regulations may require that tax information about you be collected and/or reported, that taxes be withheld from charges, or both. If you fail to provide documentation deemed sufficient to substantiate such obligation to withhold Taxes from your collections, collections may be withheld up to an amount as required by law, until sufficient documentation is provided. You agree that **MiamiXperience / Grupo Krug USA LLC** may issue invoices or similar documentation on your behalf regarding VAT, GST, consumption or other taxes for your Host Services in order to facilitate accurate tax reporting by you. , the Guests and/or their organizations.

General terms

Evaluations .

After each Host Service, Guests and Hosts will have the opportunity to evaluate each other. Your Feedback must be accurate and may not contain any discriminatory, offensive, defamatory or other language that violates the [Content Policy](#) wave [Assessment Policy](#). **MiamiXperience / Grupo Krug USA LLC** does not verify the accuracy of Reviews, which may be inaccurate or misleading.

Content .

Portions of the **MiamiXperience / Grupo Krug USA LLC Platform** allow you to provide comments, text, photos, audio, video, information, and other content (collectively, the "**Content** "). By providing Content, in any form and by any means, you grant **MiamiXperience / Grupo Krug USA LLC** a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sublicensable , transferable license to copy, modify, prepare derivative works, distribute, publish and otherwise exploit such Content, without limitation. If the Content includes personal information, the [Privacy Policy](#) describes how that data is used. When **MiamiXperience / Grupo Krug USA LLC** pays for the creation of Content or facilitates its creation, **MiamiXperience / Grupo Krug USA LLC** may own such Content, in which case the supplemental terms or disclosures will indicate this. You are solely responsible for all Content you provide and warrant that you own or are authorized to grant **MiamiXperience / Grupo Krug USA LLC** the rights described in these Terms. You are responsible if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with the [Content Policy](#) and [Anti-Discrimination Policy](#), which prohibits, among other things, discriminatory, obscene, harassing, misleading, violent, and illegal content. You consent to **MiamiXperience / Grupo Krug USA LLC** making available automated tools or services to translate Content and for your Content to be translated

through such tools or services. **MiamiXperience / Grupo Krug USA LLC** does not guarantee the accuracy or quality of translations and Members are responsible for verifying the accuracy of such translations.

Commissions .

MiamiXperience may charge fees (and applicable taxes) to Hosts and Guests for use of the **MiamiXperience Platform / Krug USA LLC Group** . Applicable fees are disclosed to Hosts prior to listing and to Guests prior to booking. For more information on when service fees apply and how they are calculated, see [this page](#) **MiamiXperience / Grupo Krug USA LLC** . Except as otherwise provided on the **MiamiXperience / Grupo Krug USA LLC Platform**, service fees are non-refundable.

Rates .

MiamiXperience / Grupo Krug USA LLC may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the **MiamiXperience / Grupo Krug USA LLC Platform** . You can find more information about when service fees apply and how they are calculated on the [Service Fees page](#) . Except as otherwise provided in the **MiamiXperience Platform / Krug USA LLC Group** , service fees are non-refundable. **MiamiXperience / Grupo Krug USA LLC** reserves the right to modify the service fees at any time, and will notify Members of any fee changes prior to the fee changes becoming effective. Rate changes will not affect reservations made prior to the effective date of the rate change. If you do not agree to a change in fees, you may terminate this agreement at any time in accordance with Section 13.2.

MiamiXperience Platform Rules

Norms . You must follow these rules and must not help or induce others to break or circumvent them.

- Act with integrity and treat others with respect.
 - Do not lie, misrepresent or misrepresent someone or pretend to be someone else.
 - Be polite and respectful when communicating or interacting with others.
 - Please follow our Non- [Discrimination Policy](#) and do not discriminate against or harass other people.
- Do not extract content, do not illegally access, do not reverse engineer, compromise or undermine the **MiamiXperience Platform / Grupo Krug USA LLC**
 - Do not use bots , crawlers, content scrapers or other automated means to access or collect data or other content from or otherwise interact with the **MiamiXperience / Krug USA LLC Group Platform** .

- Do not unlawfully access, circumvent, delete, undermine, or attempt to circumvent any technological or security measures used to protect the **MiamiXperience / Grupo Krug USA LLC Platform** or its Content.
- Do not decrypt, decompile, disassemble or reverse engineer any software or hardware used to provide the **MiamiXperience Platform / Grupo Krug USA LLC**
- Do not take any action that could damage or negatively affect the performance or proper functioning of the **MiamiXperience Platform / Grupo Krug USA LLC**
- Only use the **MiamiXperience / Krug USA LLC Group Platform** as authorized by these Terms or another agreement with us.
 - You may only use another Member's personal information as necessary to facilitate a transaction using the **MiamiXperience / Krug USA LLC Group Platform** as authorized by these Terms.
 - Do not use the **MiamiXperience Platform / Krug USA LLC Group** , our messaging tools, or Members' personal information to send commercial messages without the express consent of the recipient.
 - You may use the Content available through the **MiamiXperience / Grupo Krug USA LLC Platform** solely as necessary to enable the use of the **MiamiXperience / Grupo Krug USA LLC Platform** as a Guest or Host.
 - Do not use Content unless you have permission from its owner or the use is authorized by us in these Terms or another agreement you have with us.
 - Do not request, make or accept a reservation or any payment outside of the **MiamiXperience / Krug USA LLC Group Platform** in order to avoid paying fees, taxes or for any other reason. See our [Offline Fee Policy](#) for exceptions.
 - Do not require or encourage guests to open an account, leave a review, complete a survey or otherwise interact with a third party website, application or service before, during or after a Reservation, unless **MiamiXperience / Krug Group USA LLC** authorizes it.
 - Do not engage in any practice that attempts to manipulate our search algorithm.
 - Do not book Host Services unless you are actually going to use them.
 - Do not use, copy, display, or mirror the **MiamiXperience / Grupo Krug USA LLC Platform** , any Content, any **MiamiXperience / Grupo Krug USA LLC branding**, or any page design or layout without our consent.
- Comply with your legal obligations.
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information: (i) you must do so in accordance with applicable law, (ii) you must be authorized to do so, and (iii) you authorize us to process that information under our [Privacy Policy](#).
 - Read and follow our Terms, [Additional Legal Terms](#) , [Policies](#) and [Standards](#) .

- Do not host or facilitate unauthorized parties or events. You are responsible and liable for any party or event held during your Reservation that violates our Party and Event Rules, as incorporated by reference herein.
- Do not use the name, logo, trademark or trademarks of **MiamiXperience / Grupo Krug USA LLC** or others without authorization.
- Do not use or register any domain, social media username, trade name, trademark, brand, logo, or other source identifier that could be confused with the **MiamiXperience / Grupo Krug USA LLC brand**.
- Do not offer Host Services that violate any laws or agreements that apply to you.
- Do not offer or solicit prostitution services or facilitate or take part in human trafficking.

Complaint of Violations . If you believe that a Member, Listing or Content poses an imminent risk of harm to person or property, you should immediately contact your local authorities before contacting **MiamiXperience / Grupo Krug USA LLC** . In addition, if you believe that a Member, Listing or Content has violated the Rules, you should report your concerns to **MiamiXperience / Grupo Krug USA LLC** . If you report a problem to local authorities, **MiamiXperience / Grupo Krug USA LLC** may request a copy of said report. Except where required by law, you agree that we are not required to take any action in response to any report.

Copyright Notices . If you believe that content on the **MiamiXperience Platform / Krug USA LLC Group** infringes copyright, please notify the **MiamiXperience Platform / Krug USA LLC Group** . in accordance with the Copyright Policy .

Termination, suspension and other measures .

Validity . The agreement between **MiamiXperience / Grupo Krug USA LLC** and you embodied in these Terms will survive until terminated by you or **MiamiXperience / Grupo Krug USA LLC** in accordance with these Terms.

Rescission . You may terminate this agreement at any time by sending **MiamiXperience / Grupo Krug USA LLC** an email or by deleting your account. **MiamiXperience / Grupo Krug USA LLC** may terminate this agreement for any reason by giving you 30 days notice by email or any other means of contact you have provided for your account. **MiamiXperience / Grupo Krug USA LLC** may also terminate this Agreement immediately and without notice and cease providing access to the **MiamiXperience / Grupo Krug USA LLC Platform** if i) you materially violate these Terms, our Additional Legal Terms, or our policies; ii) you breach applicable law; iii) such action is necessary to protect the personal safety or property of **MiamiXperience / Grupo Krug USA LLC** its Members or third parties (for example, in the event of fraudulent behavior by a Member), or iv) your account has been inactive for more than two years.

Violations Committed by Members . If i) you violate these Terms, our [Additional Legal Terms](#), the MiamiXperience / **Grupo Krug USA LLC Policies** or **Rules**; ii) you violate applicable laws and regulations or violate the rights of third parties; iii) you repeatedly receive negative evaluations or if **MiamiXperience / Grupo Krug USA LLC** becomes aware of or receives complaints about your services or conduct; vi) you repeatedly cancel confirmed reservations or do not respond to reservation requests without good cause, or vii) it is necessary to protect the personal safety or property of **MiamiXperience / Grupo Krug USA LLC**, its Members or third parties, **MiamiXperience / Grupo Krug USA LLC . Krug USA LLC** may:

- suspend or limit your access to or use of the **MiamiXperience Platform** or your account;
- suspend or remove Ads, Reviews or other Content;
- cancel any pending or confirmed reservations, or
- suspend or revoke any special category associated with your account.

For minor violations or where appropriate, **MiamiXperience / Grupo Krug USA LLC** will notify you of possible actions it takes and give you the opportunity to remedy the problem, unless such notification i) prevents or hinders the detection or prevention of fraud or other illegal activities; ii) affects the legitimate interests of other Members or third parties, or iii) violates applicable law.

Legal Obligations . **MiamiXperience** may adopt any measure that it deems reasonably necessary to comply with applicable legislation, or with judicial or police, administrative or governmental authorities, including the measures described in the Section.

Termination Effects . If you are a Host and delete your **MiamiXperience / Grupo Krug USA LLC account**, all confirmed reservations will be automatically canceled and your Guests will receive a full refund. If you delete your **MiamiXperience / Grupo Krug USA LLC account** as a Guest, all confirmed reservations will be automatically canceled, and refunds will depend on the terms of each Listing's cancellation policy. Once this contract has expired, you will not have the right to reinstate your **MiamiXperience / Grupo Krug USA LLC account** or your Content. In case of limitation of access or use of the **MiamiXperience / Grupo Krug USA LLC Platform**, suspension of your **MiamiXperience / Grupo Krug USA LLC account** or termination of the contract by **MiamiXperience**, you will not be able to create a new **MiamiXperience / Grupo Krug USA account . LLC**, access or use the **MiamiXperience / Grupo Krug USA LLC Platform through another Member's MiamiXperience / Grupo Krug USA LLC account** .

Resources . If **MiamiXperience / Grupo Krug USA LLC** takes any of the actions described in the Section, you may appeal the decision by contacting our [customer service](#).

Modification of these Terms .

When we propose changes to these Terms, we will post the new Terms on the **MiamiXperience / Krug USA LLC Group Platform** and update the “Last Updated” date in the header. **MiamiXperience / Grupo Krug USA LLC** will inform you of the changes by email at least thirty (30) days before they become effective. If the proposed changes to these Terms are material, you will be required to explicitly accept the revised Terms. Such notice will also inform you of your right to reject the proposed changes, the time to do so, and your right to terminate the agreement at any time prior to the effective date of the proposed changes as provided in these Terms. In case of i) non-substantial changes to these Terms that do not affect their essential provisions, in particular, provisions that define the nature and scope of the Services provided by **MiamiXperience / Grupo Krug USA LLC** or ii) changes that are required by the law, a legally binding court decision or binding order of a competent authority, your continued use of the Services after the effective date of the proposed changes will constitute acceptance of the revised Terms.

Resolution of complaints and claims for damages .

If a Member validly proves that you, your guests or your pets have negligently damaged the personal or real property of the complaining Member, or the personal or real property for which the Member is responsible, including damages indirect, ("Claim for Damages"), the Member who presents the complaint can notify **MiamiXperience / Grupo Krug USA LLC** or request compensation through the Resolution Center . In that case, you will receive notice of the Claim for Damages and you will have the opportunity to respond. If you agree to pay, or if the Claim for Damages is referred to **MiamiXperience / Grupo Krug USA LLC** and **MiamiXperience / Grupo Krug USA LLC** determines, taking into account the applicable legal regulations on the burden of proof, that the Claim for Damages and Damages is valid and you are responsible for the Damages Claim, **MiamiXperience / Grupo Krug USA LLC** may charge you, through **MiamiXperience / Krug USA LLC Group** , the amount of the Damages Claim. **MiamiXperience / Grupo Krug USA LLC** may also take any action available to it under applicable law against you, including referring outstanding amounts to a collection agency or bringing lawsuits or lawsuits against you where appropriate. You agree to cooperate in good faith, to provide any information **requested by MiamiXperience / Grupo Krug USA LLC** , to provide documents and to take any other reasonable action in connection with Claims of Damages, Member complaints, claims in the framework of insurance policies or other claims related to your provision or use of the Host Services. **MiamiXperience / Grupo Krug USA LLC** decisions may be appealed by contacting the customer service of **MiamiXperience / Grupo Krug USA LLC** Decisions made **by MiamiXperience / Grupo Krug USA LLC** in connection with a Damage Claim will not affect your contractual or statutory rights. You will retain your right to take legal action.

The role of MiamiXperience

MiamiXperience / Grupo Krug USA LLC offers you the right to use a platform that allows Members to list, offer, search and book Host Services. When Members make or accept a reservation, they enter into a contract directly with each other.

MiamiXperience / Grupo Krug USA LLC is not a party to or otherwise involved in the contractual relationship between Members. **MiamiXperience / Grupo Krug USA LLC** does not act as an agent for any Member, except when **MiamiXperience / Grupo Krug USA LLC** Payments acts as collection agent as provided in the Payments Terms.

Although **MiamiXperience / Grupo Krug USA LLC** does everything in its power to ensure that its Members enjoy using it, it does not control and cannot control the conduct or good work of Guests and Hosts and does not guarantee i) the existence, quality, safety, suitability, or legality of any Listing or Host Service; or ii) the truth or accuracy of Listing descriptions, Reviews, and other Member-contributed Content. You acknowledge that **MiamiXperience / Grupo Krug USA LLC** has no general obligation to monitor use of the **MiamiXperience / Grupo Krug USA LLC Platform** and verify information provided by Members, but does have the right to review, disable access, remove or edit Content. to: i) manage, protect, and improve the **MiamiXperience / Krug USA LLC Group Platform** (including for fraud prevention, risk assessment, investigation, and customer support purposes); ii) ensure compliance with these Terms by Members; iii) comply with the applicable legislation or with the judicial requirements or those of the police, administrative or governmental authorities; iv) act on Member Content that is deemed harmful or objectionable; v) take any action provided in these Terms, and vi) maintain and enforce any applicable quality criteria or requirements, including removing Ads that do not meet such criteria and requirements. When **MiamiXperience / Grupo Krug USA LLC** removes or disables Content, it will notify the Member stating the reasons for such action, unless the notification i) prevents or hinders the detection or prevention of fraud or other illegal activities, ii) affects the legitimate interests of other Members or third parties, or iii) is contrary to applicable law. You can appeal this decision by contacting our [customer service](#). The Member agrees to cooperate and assist **MiamiXperience / Grupo Krug USA LLC** in good faith, and to provide information and take such actions as **MiamiXperience Grupo Krug USA LLC** reasonably requires you with respect to any investigation that **MiamiXperience Grupo Krug USA LLC** undertakes in connection with the use or misuse of the **MiamiXperience Platform Krug Group USA LLC**

Member Accounts .

You must create an account in order to access and enjoy the many features of the **MiamiXperience Platform. Grupo Krug USA LLC** Registration is only permitted for legal entities, associations and natural persons who are at least 18 years of age. You represent and warrant that you are not a natural or legal person prohibited from using the **MiamiXperience** Platform by the laws of the United States, your place of residence, or any other applicable jurisdiction . **Grupo Krug USA LLC** You must provide true, current and complete information during registration and you must always keep said information up to date. You may not register more than one account or assign your account to another person. The responsibility to maintain the confidentiality and

security of your access data to the **MiamiXperience account Grupo Krug USA LLC** rests exclusively with you, and you may not disclose such information to any third party. If you suspect that your login information has been lost, stolen, or that your account has been otherwise compromised, you must notify **MiamiXperience immediately. Grupo Krug USA LLC** Responsibility for all activity carried out under your **MiamiXperience Grupo Krug USA LLC account will rest** solely with you, unless said activities were not authorized by you and you have not acted negligently (for example, not having reported the unauthorized use or loss of your access data). If permitted by applicable law, **MiamiXperience Grupo Krug USA LLC** may, in its sole discretion, i) ask you to provide identification data or other information; ii) carry out checks in order to verify your identity or background; iii) check your information against third-party databases or other sources and request reports from service providers; and iv) obtain reports from public criminal records or sex offender registries or their local equivalents.

Disclaimers .

MiamiXperience Grupo Krug USA LLC does not endorse or guarantee the existence, performance, behavior, safety, quality, legality or suitability of any Guest, Host, Host Service, Listing or third party, nor does it guarantee that identity or criminal background checks and checks Members (if applicable) disclose any past misconduct or prevent future misconduct. Any reference to a "verified" Member (or other similar term) indicates only that such Member (or MiamiXperience Grupo Krug USA LLC) has completed the corresponding verification or identification process. MiamiXperience Grupo Krug USA LLC is not responsible for interruptions of the internet service or telecommunications infrastructure that are beyond its control and that may prevent the availability of the MiamiXperience Platform. Krug Group USA LLC , MiamiXperience Grupo Krug USA LLC may temporarily restrict, and with due regard to the legitimate interests of the Member (for example, by providing prior notice), the availability of the MiamiXperience Platform. Grupo Krug USA LLC or specific areas or functions of the same, when necessary due to capacity limits, security or integrity of the servers, or to carry out maintenance measures that ensure or improve the operation of the MiamiXperience Platform Krug Group USA LLC

Responsibility .

MiamiXperience will be liable, in accordance with applicable law, for acts committed with intent or gross negligence by **MiamiXperience. Grupo Krug USA LLC** or its legal representatives, directors and other indirect agents. The same will apply to the acceptance of guarantees or any other strict liability or, in the case of a malicious injury to life, physical integrity or health. Regarding breaches of basic contractual obligations that are negligently committed **MiamiXperience Grupo Krug USA LLC** or its legal representatives, directors and other indirect agents, said liability will be limited to foreseeable damages typical of the contract. The basic contractual obligations are

those tasks of **MiamiXperience Grupo Krug USA LLC** in whose correct fulfillment you regularly trust and must trust in order to the correct execution of the contract. Any additional liability of **MiamiXperience Grupo Krug USA LLC** is excluded.

Compensation .

To the extent permitted by applicable law, you agree to release, defend (at **MiamiXperience 's discretion Grupo Krug USA LLC**), indemnify and hold **MiamiXperience** harmless. **Krug USA LLC Group (including MiamiXperience Payments , other affiliates and their personnel)** against and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable expenses for legal and accounting advice, arising out of or in any way related to: i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our

Additional Legal Terms , policies or rules , ii) your improper use of the **MiamiXperience Platform Krug Group USA LLC** ; iii) your interaction with any Member, your stay in an Accommodation, your participation in an Experience or other Host Service, including, without limitation, any injuries, losses or compensation for damages (whether they are sanctions without compensatory purpose , for direct, incidental, consequential or other damages) of any kind arising in connection with, or as a result of, said interaction, stay, participation or enjoyment; iv) the omission or incorrect performance of declarations, collections or liquidations of taxes by you or by **MiamiXperience Grupo Krug USA LLC** following your instructions, or v) your breach of any law or regulation or the violation of third party rights, such as intellectual property rights or privacy rights. The indemnification obligation shall only apply to the extent that the claims, liabilities, damages, losses and expenses have been caused by your culpable breach of a contractual obligation.

Contracting entities .

Annex 1 (which appears below) details the **MiamiXperience Grupo Krug USA LLC** entity with which you sign a contract based on your country of residence or establishment and your activity on the **MiamiXperience Platform** Yes, through the **MiamiXperience Platform Grupo Krug USA LLC** we detect that a **MiamiXperience entity Grupo Krug USA LLC** other than the one set forth in Exhibit 1 is responsible for a product, feature or transaction, the **MiamiXperience Grupo Krug USA LLC** entity identified will be the contracting entity with respect to that product, feature or transaction. If you change your country of residence or establishment to a country outside the EEA, Switzerland or the United Kingdom, the company with which you enter into a contract and the applicable version of the Terms of Service will depend on your new country of residence or establishment from the date in which this varies.

Applicable Law and Jurisdiction .

These Terms shall be governed by and construed in accordance with Irish law. In the event that you are acting as a consumer and the mandatory consumer laws in your country of residence contain provisions that are more beneficial to you, those provisions will apply regardless of the choice of law in Ireland. In the event that you act as a consumer, you may initiate any legal proceedings in relation to these Terms before the competent court of your place of residence or before the competent court of **MiamiXperience 's registered office. Krug USA LLC Group** If you wish to enforce any of your rights against you as a consumer, you can only do so in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

General Provisions .

Other terms incorporated by reference . They will be applicable to the use you make of the **MiamiXperience Platform Grupo Krug USA LLC** are incorporated by reference and are part of the agreement you sign with **MiamiXperience Krug Group USA LLC** Damage protection for hosts, Terms of Insurance for Hosts in Japan, the Guest Refund Policy, the Reimbursement Policy to Experiences Participant, the Content Policy, the Policy against Discrimination, the Force Majeure Causes Policy, the policies, the rules and other supplemental policies and conditions related to these Terms.

Interpretation of these Terms . Except as may be supplemented by additional terms, conditions, policies, guidelines, standards, and the disclosure of product information, these Terms constitute the entire agreement between you and **MiamiXperience Group Krug USA LLC** regarding your access to or use of the **MiamiXperience Grupo Krug USA LLC Platform** and supersede any and all prior agreements or covenants, oral or written, between **MiamiXperience Grupo Krug USA LLC** and you. These Terms do not confer nor are they intended to confer any rights or remedies on anyone other than **MiamiXperience Grupo Krug USA LLC** or you. If any provision of these Terms is found to be invalid or unenforceable, except as otherwise provided in Section 24.11 below, that provision will be null and void and will not affect the validity and enforceability of the remaining provisions.

Resignation . The fact that **MiamiXperience Grupo Krug USA LLC** 's failure to enforce a right or provision of these Terms will not constitute a waiver of such right or provision unless you acknowledge and agree to it in writing. Except as expressly provided in these Terms, the exercise by any of the parties of any of its remedies contemplated in these Terms will be made without prejudice to the other remedies that assist it by virtue of these Terms or of the law.

Assignment . You may not assign, transfer or delegate this agreement or the rights and obligations it confers to you without the prior written consent of **MiamiXperience Grupo Krug USA LLC** . **MiamiXperience Grupo Krug USA LLC** may assign, transfer or delegate this contract and any rights and obligations derived from it, at its sole discretion, with 30 days prior notice. This will not affect your right to terminate this Agreement at any time in accordance with Section 13.2.

Third Party Services . The **MiamiXperience Grupo Krug USA LLC Platform** may contain links to third party websites, applications, services or resources (hereinafter, “ **Third Party Services** ”) that are subject to different terms and privacy policies.

MiamiXperience Grupo Krug USA LLC assumes no responsibility for any aspect of such Third Party Services, and its links to such Third Party Services do not imply endorsement.

Google Terms . Some of the translations on the **MiamiXperience Platform** are provided by **Google Krug USA LLC Group** Google disclaims all warranties, express or implied, related to the translations, including warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and legal compliance . Some areas of the **MiamiXperience Platform / Krug USA LLC Group** use **Google Maps / Earth** mapping services , including the Google Maps APIs . Your use of Google Maps / Earth is subject to the Google [Maps /Google Earth Additional Terms of Service](#) .

Apple Terms . When you access or download the application of **MiamiXperience Grupo Krug USA LLC** in the Apple Store app, you are accepting the [Apple End User Application License Agreement](#) .

Platform Content. MiamiXperience Krug Group USA LLC . The Content made available on the **MiamiXperience Platform Grupo Krug USA LLC** may be protected by copyright, trademark, or other laws of the United States and other countries. You acknowledge that all intellectual property rights in and to such Content are the exclusive property of **MiamiXperience. Krug USA LLC Group** or its licensors, and you agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display or perform, transmit, broadcast or otherwise exploit any Content available on the **MiamiXperience Platform , Krug USA LLC Group** except as to the extent that you are the legal owner of such Content or as expressly permitted in these Terms. Notwithstanding your compliance with these Terms, **MiamiXperience Grupo Krug USA LLC** grants you a limited, non-exclusive, non - sublicensable , revocable and non-transferable license to i) download and use the Application on your personal device(s) and ii) access and view any Content available on the **MiamiXperience Platform Grupo Krug USA LLC** and accessible to you, solely for your personal and non-commercial use.

Force majeure . **MiamiXperience Grupo Krug USA LLC** shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, in particular acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, epidemics or illness, strikes, or shortages of transportation services, fuel, power, labor, or materials.

Emails and SMS . You will receive administrative communications from us at the email address or through the contact information you provide in your **MiamiXperience account. Grupo Krug USA LLC** Signing up for additional email subscription programs will not affect the frequency of these administrative emails, although you may receive additional emails specific to the programs you have subscribed to. You will also be able

to receive our promotional emails. No commission will be charged for these promotional emails, but third party data rates may apply. You can determine whether or not you want to receive promotional emails by using your notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or if you do not have a **Miami Xperience account Grupo Krug USA LLC** In the United States, if you agree to receive SMS (text messages) from **MiamiXperience Grupo Krug USA LLC** will be subject to the [SMS Terms](#).

Consultations . For any questions about these Terms, you can **contact MiamiXperience Grupo Krug USA LLC** by [email](#) .

United States Arbitration and Dispute Resolution Agreement .

Request . This Arbitration Agreement is only valid for Members residing or established in the United States. In the event that your country of residence or establishment is not the United States, and you still seek to **sue MiamiXperience Grupo Krug USA LLC** in the United States, this Agreement to Arbitrate will apply to determine whether Section 24 may be enforced in your case, as well as the pertinent criteria, such as residence, arbitrability , the place of celebration and the applicable legislation.

Summary of the dispute resolution procedure . MiamiXperience Grupo Krug USA LLC is committed to participating in an amicable dispute resolution process. To that end, these Terms provide a two-stage procedure for persons to whom this Section 24 applies: 1) an informal negotiation conducted directly with the **MiamiXperience Customer Service team Krug USA LLC Group** (described in Section 24.3) and, if necessary, 2) binding arbitration by the American Arbitration Association (“ **AAA** ”). **MiamiXperience Grupo Krug USA LLC** and you reserve the right to go to small claims court as an alternative to arbitration.

24.3 Compulsory pre-arbitration resolution and notification . At least 30 days before initiating an arbitration proceeding, **MiamiXperience Grupo Krug USA LLC** and you agree to notify the other party in writing of the subject matter of the dispute and to attempt in good faith to negotiate an informal resolution. You must send your notification to **MiamiXperience / Grupo Krug USA LLC** by mail to the agent of **MiamiXperience Grupo Krug USA LLC** enabled to receive notifications. For its part, **MiamiXperience Grupo Krug USA LLC** will send its notification of the dispute to the email address associated with your **MiamiXperience account. Grupo Krug USA LLC** Notice of the subject matter of the dispute must include the party's name and contact information of your choice, a brief description of the dispute, and the remedy requested. If the parties are unable to resolve the dispute within 30 days, either party may initiate arbitration by submitting a written Demand for Arbitration (available at www.adr.org) to the AAA and providing a copy to the other party in accordance with the AAA Rules (available at www.adr.org).

Arbitration Agreement . **MiamiXperience Grupo Krug USA LLC** and you agree that any **conflict, claim or controversy arising from or related to these Terms, their applicability or their breach, termination, validity, application or interpretation, or**

the use of the Platform MiamiXperience Grupo Krug USA LLC Host Services or Content (collectively, " Disputes ") will be resolved by binding individual arbitration (collectively, " Arbitration Agreement "). When a controversy arises about the applicability and enforceability of this Arbitration Agreement in relation to a specific MiamiXperience Dispute You and Krug USA LLC Group agree to let the arbitrator decide such issue.

Exceptions to the Arbitration Agreement . MiamiXperience Grupo Krug USA LLC and you agree that the following matters and claims are excepted from the Arbitration Agreement, which will be resolved in an ordinary procedure before the competent court (pursuant to Section 22 of the Terms of Service for Non-European Users): i) claims or litigation for infringement, misappropriation or actual or potential violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights; ii) claims or litigation aimed at obtaining urgent precautionary measures based on compelling circumstances (for example, imminent danger or commission of a crime, computer hacking, cyber attack); iii) public injunctive relief requests, or iv) an individual claim of sexual harassment or sexual assault arising from your use of the **Krug USA LLC MiamiXperience Platform** or Host Services.

MiamiXperience Grupo Krug USA LLC and you agree that public injunctive relief will proceed after arbitration of all arbitrable claims, demands, or matters, and will be stayed pending the outcome of the arbitration pursuant to Section 3 of the Federal Arbitration Act (Federal Arbitration Act) of the United States.

Arbitration Rules and Applicable Law . This Arbitration Agreement involves an interstate business transaction and is therefore subject to Federal Arbitration . Act (Federal Arbitration Act) of the United States in terms of interpretation and substantive and procedural application. Arbitration will be conducted by the AAA in accordance with the AAA Consumer Arbitration Rules or other AAA arbitration rules that the AAA deems applicable (hereinafter, the " **AAA Rules** ") in effect at the time, except as provided to the contrary in this instrument. The AAA Rules are available at www.adr.org . To initiate arbitration, a complete written demand must be submitted (available at www.adr.org) to the AAA, which must be disclosed to the other party in accordance with the AAA Rules.

Modification of the AAA Rules. Arbitration Hearings/Location . In order to make the arbitration as convenient as possible for you, **MiamiXperience / Grupo Krug USA LLC** agrees that any hearing required for the arbitration may be held, at your option: a) in the county in the United States where you reside; b) in the county of San Francisco; c) by telephone or videoconference, or d) if all parties agree, solely by submitting documents to the arbitrator.

Modification of the AAA Rules. Costs and attorneys' fees . The arbitration fees and your share of the arbitrator's compensation will be governed by the AAA Rules and, where applicable, will be limited by the AAA Consumer Rules. If the arbitrator determines that such costs are excessive, **MiamiXperience / Grupo Krug USA LLC** will bear all fees and expenses of the arbitration. Either party may request that the other party be ordered to pay attorneys' fees and costs, proving that the other party has

filed a claim, counterclaim or defense that is unfounded in fact or law, in bad faith, harassing, or reckless, as permitted by applicable law and the AAA Rules.

Arbitration award . The arbitration award shall include the findings of fact and the essential conclusions on which the resolution was based. The execution of the arbitral award may be requested before any competent court. The arbitrator may order any relief permitted by law or the AAA Rules, but damages and injunctive relief may only be ordered on an individual basis and to the extent necessary to satisfy claimant's individual claim.

Jury trial waiver . **MiamiXperience / Grupo Krug USA LLC** and you acknowledge and agree that you each waive the right to a jury trial with respect to all Arbitrable Disputes.

Exclusion of Class Actions and Representative Proceedings . To the extent permitted by law, **MiamiXperience / Grupo Krug USA LLC** and you waive the right to participate as plaintiffs in class or class actions, class arbitrations, private attorney general lawsuits, or any other representative or class proceeding. Unless both parties agree otherwise in writing, the arbitrator may not combine more than one claim brought by the same party or hear any representative or class proceeding. In the event that a final judicial decision declares that the current legislation opposes the waiver contained in this section with respect to any claim, matter or claim, said claim, matter or claim, and only it, will be severed from this Arbitration Agreement. and will be submitted to the competent court. In the event that a claim, matter or claim is severed pursuant to this section, you and **MiamiXperience / Grupo Krug USA LLC** agree that claims, matters or claims not subject to arbitration shall be stayed until the arbitrator resolves all disputes . claims, matters or claims of which he is aware.

Divisibility . Except as provided in Section 24.11, in the event that any part of this Arbitration Agreement is found to be illegal or unenforceable, that provision will be deleted, and the remainder of the Arbitration Agreement will remain in full force and effect.

Changes to the Arbitration Agreement . If **MiamiXperience Grupo Krug USA LLC** modifies this Section 24 after the date you last accepted these Terms (or any subsequent changes to them), you may reject such change by giving written notice (including by email) within 30 days from the date the change becomes effective. However, the rejection of a new change will not revoke or alter the consent previously given to previous agreements to arbitrate Disputes between **MiamiXperience Grupo Krug USA LLC** and you (or the consent prior to subsequent changes of said agreements), which will remain in force and applicable to any Conflict between **MiamiXperience Krug USA LLC Group** and you.

Survival . Except as provided in Section 24.12, and without prejudice to Section 13.6 of the Terms of Service for Non-European Users, this Section 24 will survive any termination of these Terms and will continue to apply even if you stop using the **MiamiXperience Group Platform. Krug USA LLC** or cancel your **MiamiXperience account Grupo Krug USA LLC**

Additional terms applicable to Professional Users

If you are a **Professional User** , as defined in Section 25, the following additional terms will apply to you:

Professional Users .

For the purposes of these Terms, a user is a "**Professional User**" if: i) their place of residence or establishment is in the EEA or the United Kingdom; ii) fully complies with the definition of "professional user" contained in article 2, point 1, of the Regulation (EU) 2019/1150, on the promotion of fairness and transparency for professional users of online intermediation services ("**Regulation 2019/1150**"), and iii) has informed **MiamiXperience Grupo Krug USA LLC** your status as a Professional User by adding your professional data to your **MiamiXperience account Krug Group USA LLC** . If this is your case, you are responsible for providing correct professional data and keeping it updated.

Termination, suspension and other measures .

In case **MiamiXperience Grupo Krug USA LLC** adopts any of the measures provided for in Sections 13.2 and 13.3, you will be given the opportunity to clarify the facts and circumstances that motivated said measure in accordance with **MiamiXperience 's internal claims handling procedure. Krug USA LLC Group** described in Section 27.

Processing of claims and mediation .

MiamiXperience Grupo Krug USA LLC wishes to be transparent in its handling of claims and intends to treat all Professional Users fairly. At Help Center by **MiamiXperience Grupo Krug USA LLC** explains how to access **MiamiXperience 's internal claims handling system Grupo Krug USA LLC** and what you can expect as a Professional User when you file a claim in relation to matters falling within the scope of application of article 11, paragraph 1, of Regulation 2019/1150. The details of the mediation service that you can use in case the claim is not resolved are also exposed there.

Access to data .

Professional Users may access personal and other data in their **MiamiXperience Grupo Krug USA LLC account** and in the host panel, provided by the Professional User or their Guests or generated through the use of the **MiamiXperience Platform. Grupo Krug USA LLC** and that are necessary for the provision of its Host Services, as well as aggregate information about searches, reservations and the performance of its ads.

The [Privacy Policy](#) by **MiamiXperience Grupo Krug USA LLC** defines the categories of personal data and other data that **MiamiXperience collects Grupo Krug USA LLC** establishes the form of use, treatment, disclosure and conservation of said data and establishes how you can access them and exercise your rights.

Additional distribution channels .

MiamiXperience operates an affiliate program through which Ads may appear on third party websites, such as online travel sites, media outlets, loyalty programs and search aggregators . From time to time, the Ads may also appear in advertising placements of **MiamiXperience** published on third party websites.

TERMS OF SERVICES ABOUT PAYMENTS

Your use of the Payment Services

MiamiXperience Krug Group USA LLC Payment Services By using the Payment Services, you agree to be bound by these Payment Terms . **MiamiXperience Grupo Krug USA LLC** Payments may temporarily limit or suspend the access or use of the Payment Services or certain functions to carry out maintenance measures that guarantee the correct functioning of the Payment Services. **MiamiXperience Grupo Krug USA LLC** Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. **MiamiXperience Grupo Krug USA LLC** Payments will notify Members of any changes to the Payment Services, unless such changes do not materially increase Members' contractual obligations or diminish Members' rights under these Payments Terms.

Third Party Services . The Payment Services may contain links to third party websites or resources (“ **Third Party Services** ”). Such Third Party Services are subject to different terms of service and privacy policies, and Members should review them. **MiamiXperience Grupo Krug USA LLC** Payments is not responsible for the use of such Third Party Services. Links to any Third Party Services are not an endorsement by **MiamiXperience Grupo Krug USA LLC** Payments of such Third Party Services.

Your Account at MiamiXperience Grupo Krug USA LLC. **MiamiXperience Grupo Krug USA LLC** Payments may enable certain functions that allow you to authorize other Members or third parties to take certain actions that impact your account on the **MiamiXperience Grupo Krug USA LLC Platform** . You may authorize a third party to use your account on the **MiamiXperience Platform Grupo Krug USA LLC** if that feature is enabled in your account on the **MiamiXperience Grupo Krug USA LLC Platform** You acknowledge and agree that anyone you authorize to use your **MiamiXperience Grupo Krug USA LLC account** may use the Payment Services on your name and that you will be responsible for any payment made by that person.

Verification . You authorize **MiamiXperience Grupo Krug USA LLC** Payments, directly or through third parties, to make any inquiries we deem necessary to verify your

identity and the information you provide. This may include (i) checking your identity against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (for example, driver's license or passport) , your date of birth, your address and other information; or (iv) require you to take steps to confirm ownership of your email address, Payment Method(s) or Collection Method(s). **MiamiXperience Grupo Krug USA LLC** Payments reserves the right to terminate, suspend, or limit access to Payment Services in the event that we are unable to obtain or verify your information.

Additional Terms . Your access or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is any conflict between these Payment Terms and the terms and conditions applicable to a specific Payment Service, the latter will take precedence with respect to your use of or access to that Payment Service, unless otherwise specified.

Guest Terms

Add a Payment Method . When you add a Payment Method to your account on the **MiamiXperience Grupo Krug USA LLC Platform** , you will be asked to provide certain billing information, such as name, billing address, and information about the added financial instrument, to either **MiamiXperience Grupo Krug USA LLC** Payments or to third party payment processors. You authorize **MiamiXperience Grupo Krug USA LLC** Payments and its payment service providers to collect and store your Payment Method information.

Payment Method Verification . When you add or use a new Payment Method, **MiamiXperience Grupo Krug USA LLC** Payments may verify it by (i) authorizing your Payment Method for one or two nominal amounts through a payment service provider and asking you to confirm those amounts, or (ii) providing a bank statement.

MiamiXperience Grupo Krug USA LLC Payments can, and has the right to, initiate refunds of these amounts from your Payment Method. When you add a Payment Method during the checkout process, **MiamiXperience Grupo Krug USA LLC** Payments will automatically save and add that Payment Method to your account on the **MiamiXperience Grupo Krug USA LLC Platform** so you can use it for future transactions. You may remove the Payment Method from your **MiamiXperience Grupo Krug USA LLC account** as long as it is not associated with an active or future reservation.

Payment Authorization . You authorize **MiamiXperience Grupo Krug USA LLC** Payments to charge your Payment Method (including charging more than one Payment Method), directly or indirectly, all fees due (including applicable taxes) in connection with your **MiamiXperience account**. **Grupo Krug USA LLC** including Damage Claim amounts in accordance with the [Terms](#) and Section 6.

Automatic Update of the Payment Method . If your Payment Method account information changes (for example, account number, routing number, expiration date) as a result of a new issuance, we may acquire that information from our financial

service partners or your bank and automatically update your registered Payment Method.

Payment Term . MiamiXperience Grupo Krug USA LLC Payments generally collect the Total Price due after the Host accepts the booking request. However, if you pay with a “ push ” Payment Method (such as Sofort), **MiamiXperience Grupo Krug USA LLC** Payments will collect the Total Price due at the time of the reservation request or after the Host accepts the request. reservation. **MiamiXperience Grupo Krug USA LLC** Payments may offer alternative options for the timing and method of payment. Any additional fees for using such alternative payment options will be displayed on the **Krug USA LLC MiamiXperience Group Platform** and included in the Total Price, and you agree to pay such fees by selecting the payment option. The use of an alternative payment option may be subject to additional terms and conditions. If **MiamiXperience Grupo Krug USA LLC** Payments is unable to collect the Total Price Due, as scheduled, **MiamiXperience Grupo Krug USA LLC** Payments will collect the Total Price Due at a later time in accordance with Section 5.3. Once the payment of the requested reservation is successfully completed, you will receive a confirmation by email.

currency . MiamiXperience Grupo Krug USA LLC Payments will process each transaction in the currency you have chosen through the **MiamiXperience Grupo Krug USA LLC Platform** The currencies available for payments may be limited for regulatory or operational reasons based on factors such as the Payment Method selected, the country of residence or the contracting entity(ies) of **MiamiXperience Grupo Krug USA LLC** Payments. Such limitations will be communicated to you through the **MiamiXperience Grupo Krug USA LLC Platform** and you will be prompted to select a different currency or Payment Method. In the event that the location of your **MiamiXperience Grupo Krug USA LLC** Payments contracting entity is different from the country of your Payment Method, or if the selected currency is different from the billing currency of your Payment Method, it is possible that your payment is processed outside your country of residence. As a result, certain additional charges may apply and the amount that appears on your card statement may be different from the amount that appears at the time you complete your reservation. For example, if you make a reservation with a card issued in the United States, but select Euros as the currency, your payment may be processed outside the United States, and banks and credit card companies may impose additional transaction fees. international and foreign exchange. Additionally, if you select to pay with a currency other than the billing currency of your Payment Method, your bank or credit card company may convert the payment amount to the billing currency associated with your Payment Method, depending on an exchange rate and a commission determined solely by the bank. **MiamiXperience Grupo Krug USA LLC** Payments will not be responsible for such commissions and disclaims all liability in this regard. Contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

Reservation Request Status . If the Host declines a requested reservation because it is not accepted, if you cancel the reservation request before the Host accepts it, or if **MiamiXperience Krug Group USA LLC** cancels the reservation, amounts collected by **MiamiXperience Krug Group USA LLC** Payments and owed to you in accordance with

the policies described in Section 5.5, they will be reimbursed to you and any prior authorization of your Payment Method (if applicable) will be waived in accordance with Section 5.5.2

Payment restrictions. MiamiXperience Grupo Krug USA LLC Payments reserves the right to refuse or limit payments that we believe (i) may violate MiamiXperience Grupo Krug USA LLC Payments' risk management policies or procedures, (ii) may violate these Payments Terms or the Terms, (iii) that are unauthorized, fraudulent or illegal, or (iv) that you, MiamiXperience. Grupo Krug USA LLC MiamiXperience Grupo Krug USA LLC Payments or other persons are exposed to unacceptable risks for MiamiXperience Grupo Krug USA LLC Payments.

Payment Service Providers. Payment Methods may involve the use of third-party payment service providers. Such payment service providers may charge you additional fees for processing payments in connection with the Payment Services, and **MiamiXperience Grupo Krug USA LLC Payments** shall not be responsible for such fees and disclaims any liability in respect thereto. Your Payment Method may also be subject to additional terms and conditions. Please review them before using your Payment Method.

Your Payment Method is Your Responsibility . MiamiXperience Grupo Krug USA LLC Payments is not responsible for losses incurred as a result of incorrect information you have provided regarding the Payment Method.

Different Payment Methods

Payment plan

MiamiXperience payments may make available to Guests the option of paying a portion of the Total Price at the time of booking and the remainder at another time prior to arrival (“ **Payment Plan** ”). The availability of this option may depend on the Listing and/or the Payment Method.

If you choose a Payment Plan, the **MiamiXperience Grupo Krug USA LLC Platform** will indicate the amount, currency and schedule of each payment during the payment process. On the second due date, **MiamiXperience Grupo Krug USA LLC Payments** will automatically charge the Payment Method you used when making the reservation.

If you modify a reservation with a Payment Plan, **MiamiXperience Grupo Krug USA LLC Payments** will inform you of the revised payment schedule, as appropriate. If the change in reservation increases the Total Price, you may be required to submit an additional partial payment for such increase at the time the change is made.

You agree that by selecting a Payment Plan, it may not be possible to pay with a different Payment Method or through a different payment schedule.

If **MiamiXperience Grupo Krug USA LLC Payments** is unable to collect your payment, **MiamiXperience Grupo Krug USA LLC Payments** will notify you of such declined

payment and require you to complete the payment using an alternate Payment Method within 72 hours of notification. If you do not complete the payment, you authorize MiamiXperience **Grupo Krug USA LLC** to cancel the reservation on your behalf. If the reservation is cancelled, you will receive a refund according to the Host's Cancellation Policy. You acknowledge and agree that you may incur cancellation fees in accordance with the Host Policy.

Recurring Payments

For certain reservations (for example, for stays of twenty-eight (28) nights or more), **MiamiXperience Grupo Krug USA LLC** Payments may require the Guest to make periodic incremental payments toward the Total Price due (“**Recurring Payments**”). For more information about Recurring Payments (including the amount and frequency of payments), please refer to the **MiamiXperience Platform Krug USA LLC Group** if applicable to a reservation.

If Recurring Payments are applied to a confirmed reservation, Guest authorizes **MiamiXperience Grupo Krug USA LLC** Payments to collect the Total Price due.

Guests may suspend a Recurring Payment by notifying **MiamiXperience Grupo Krug USA LLC** Payments orally or in writing at least three (3) business days prior to the payment date. **MiamiXperience Grupo Krug USA LLC** Payments may require you to confirm the stop payment order in writing within fourteen (14) days of verbal notification. If you do not provide written confirmation within fourteen (14) days, **MiamiXperience Grupo Krug USA LLC** Payments is not required to honor your request to stop any future Recurring Payments. If you have any questions about your Recurring Payments, please contact **MiamiXperience Grupo Krug USA LLC** Payments.

Host Terms

Collection of Payments . Generally, **MiamiXperience Grupo Krug USA LLC** Payments collects the Total Price of a reservation at the time the Host accepts the Guest's reservation request, unless otherwise indicated.

Valid Collection Method . In order to receive a Payout, you must have a valid Payout Method associated with your account on the **MiamiXperience Platform. Grupo Krug USA LLC** When you add a Payout Method to your **MiamiXperience Platform account, Grupo Krug USA LLC** will ask you to provide information such as your name, government identification, tax code, billing address, and information about your financial instrument. either **MiamiXperience Grupo Krug USA LLC** Payments or its third-party payment processor(s). Depending on the Collection Method, additional information may be required, such as: residence address, account name, account type, tracking number, account number, email address, collection currency, identification number and account information associated with a particular payment processor. Providing the requested information is necessary for a Payment Method to be valid. The information that **MiamiXperience Group Krug USA LLC** Payments requires for a valid Collection Method may change, and **MiamiXperience Group Krug USA LLC** Payments may request additional information at any time; by not providing the

requested information, **MiamiXperience Grupo Krug USA LLC** Payments may temporarily hold, suspend or cancel any Collection until the information is provided and, if necessary, validated. You authorize **MiamiXperience Payments Grupo Krug USA LLC** to collect and store your Payout Method information. **MiamiXperience Grupo Krug USA LLC** Payments may also share your information with government authorities as required by applicable law.

Collection Period

Subject to and conditioned upon the successful receipt of payments from the Guest, **MiamiXperience Grupo Krug USA LLC** Payments will generally initiate Collections to your selected Collection Method: (i) for Accommodations, 24 hours after the Guest's scheduled arrival time (or 24 hours after 3:00 p.m. local time), or 15:00 (UTC time) if the local time is unknown, if the arrival time is flexible or not specified); (ii) for Experiences, 24 hours after the start of the Experience; and (iii) for all other Host Services, at the time specified through the **MiamiXperience Grupo Krug USA LLC Platform** For Accommodation Reservations of twenty-eight (28) nights or more, **MiamiXperience Grupo Krug USA LLC** Payments will generally initiate the first charges 24 hours after the Guest's scheduled arrival time and will initiate future charges every 30 days after the initial charge, for the remainder of the reservation.

MiamiXperience Grupo Krug USA LLC Payments may offer you a different Collection time or payment activation, which may be subject to additional terms and conditions. For example, some hosts in China will be charged 48 hours after the Guest's scheduled check-out time or 7 days after the Guest's scheduled arrival time, whichever comes first. This Collection period may be updated once the Host meets certain requirements. The time required to receive Collections once issued by **MiamiXperience Grupo Krug USA LLC** Payments may depend on the Collection Method you have selected.

MiamiXperience Grupo Krug USA LLC Your Charge for a reservation will be the Total Price less any applicable fees, such as **MiamiXperience Grupo Krug USA LLC service** fees and applicable taxes. In the event of cancellation of a confirmed reservation, **Grupo Krug USA LLC** Payments will send you the amount due (if any) as provided in the [Terms](#) and the applicable cancellation policy.

Collection Restrictions . **MiamiXperience Grupo Krug USA LLC** Payments may temporarily hold, suspend, or cancel any Collection in order to prevent illegal activity or fraud, to assess risk, for security purposes, or to complete an investigation, or if unable to verify your identity, or to obtain or verify the information requested. In addition, **MiamiXperience Grupo Krug USA LLC** Payments may temporarily suspend or delay the initiation or processing of any Collection due to you under the [Terms](#) as a result of a high volume of cancellations or modifications of Reservations due to Force Majeure Events (as defined below).

3.6 Currency Conversion . **MiamiXperience Grupo Krug USA LLC** Payments will remit your Payouts in the currency you have chosen through the **MiamiXperience Grupo Krug USA LLC Platform Available** currencies may be limited for regulatory or

operational reasons based on factors such as the Payout Method selected, the country of residence or contracting entities of **MiamiXperience Grupo Krug USA LLC** Such limitations will be communicated through the **MiamiXperience Grupo Krug USA LLC Platform** and you will be asked to select a different currency or Payment Method. Please note that payment service providers may impose transaction, currency conversion, or other fees based on the currency or Payout Method you select, and **MiamiXperience Grupo Krug USA LLC Payments** is not responsible for such fees and disclaims all liability in this regard.

Limits on Collections . For operational or regulatory reasons, **MiamiXperience Grupo Krug USA LLC Payments** may limit the amount of a Collection. If you are due to pay more than that limit, **MiamiXperience Grupo Krug USA LLC Payments** may make a series of Collections (possibly over several days) to provide the total amount of your Collection.

Payment Service Providers . Collection Methods may involve the use of third-party payment service providers. Such payment service providers may charge you additional fees when processing Collections related to the Payment Services (including the deduction of fees from the Collection amount), and **MiamiXperience Grupo Krug USA LLC Payments** shall not be responsible for such fees and disclaims all liability. In this regard. Your Payment Method may also be subject to additional terms and conditions. Please review them before using your Payout Method.

Fund Management . **MiamiXperience Grupo Krug USA LLC Payments** may combine the amounts it collects from Guests and invest them as permitted by applicable law. **MiamiXperience Grupo Krug USA LLC Payments** will retain any interest it earns on those investments.

Your Payment Method is Your Responsibility . **MiamiXperience. Grupo Krug USA LLC Payments** is not responsible for losses suffered as a result of incorrect information you have provided regarding the Collection Method.

Different ways to receive payments

Shared charges

If you provide Host Services jointly with one or more Hosts as part of a team, business or other organization (“ **Host Team** ”), **MiamiXperience Grupo Krug USA LLC** may make available to such Hosts the option to assign among Team members Host The total Host Charge for a reservation. **MiamiXperience Grupo Krug USA LLC Payments** will make such payments upon the instructions of one or more members of the Host Team and shall not be liable for any loss suffered by errors or omissions made by Hosts in providing such payment instructions.

Designation of MiamiXperience Group Krug USA LLC. Payments as Limited Collection Agent

Each Host, including each Host Team member, designates **MiamiXperience Grupo Krug USA LLC Payments** as the Host's limited collection agent solely for the purpose of accepting and processing funds from Guests purchasing Host Services on the Host's behalf.

Each Host, including each member of the Host Team, agrees that payment made by a Guest through **MiamiXperience Group Krug USA LLC Payments** will be deemed to be a payment made directly to the Host, and the Host will provide the Host Services as agreed. than if said Host had received the payment directly from the Guest. Each Host agrees that **MiamiXperience Grupo Krug USA LLC Payments** may reimburse the Guest in accordance with the Terms . Each Host understands that **MiamiXperience Grupo Krug USA LLC Payments**' obligation to pay the Host is subject to and conditioned upon the successful receipt of payments from the Guest. **MiamiXperience Grupo Krug USA LLC Payments** guarantees payments to Hosts only for amounts properly received by **MiamiXperience Grupo Krug USA LLC Payments** from Guests in accordance with these Payments Terms. By accepting the designation as the host's limited collection agent, **MiamiXperience Grupo Krug USA LLC Payments** assumes no responsibility for the acts or omissions of the Host.

Each Guest acknowledges and agrees that, although **MiamiXperience Grupo Krug USA LLC Payments** is not a party to the agreement between you and Hosts, including each Host Team member, **MiamiXperience Grupo Krug USA LLC Payments** acts as each Host's limited collection agent. strictly for the purpose of accepting payments from you on behalf of the Host(s). Upon payment of funds to **MiamiXperience Group Krug USA LLC Payments** by a Guest, the Guest's obligation to pay Hosts the agreed amount is extinguished, and **MiamiXperience Grupo Krug USA LLC Payments** is responsible for remitting funds received by **MiamiXperience Grupo Krug USA LLC Payments** to Hosts as described in these Payment Terms. In the event **MiamiXperience Grupo Krug USA LLC Payments** fails to remit such amounts, Hosts will have recourse only against **MiamiXperience Grupo Krug USA LLC Payments** and not directly against the Guest.

General terms

Rates . MiamiXperience. Payments may charge fees for the use of certain Payment Services and such amounts will be disclosed to you in the Terms or through the **MiamiXperience Platform Grupo Krug USA LLC**

Payment Authorizations . You authorize **MiamiXperience Grupo Krug USA LLC Payments** to collect the amounts payable in accordance with these Payment Terms or the Terms through (i) the Payment Method associated with the applicable reservation or any other Payment Method registered in your account on the **MiamiXperience Grupo Krug USA LLC Platform** (unless you have previously removed the authorization to collect from said Payment Method(s), or (ii) withholding the amount of your future Collection. Specifically, you authorize **MiamiXperience Grupo Krug USA LLC Payments** to collect from you:

- Any amount owed to **MiamiXperience Grupo Krug USA LLC** or **MiamiXperience Grupo Krug USA LLC Payments** (for example, as a result of your reservations,

Reservation Modifications, cancellations or other actions as a Guest, Host or user of the **MiamiXperience Grupo Krug USA LLC Platform** , including reimbursement of costs paid in advance by **MiamiXperience Krug Group USA LLC** or **MiamiXperience Krug Group USA LLC** Payments on your behalf. Amounts collected by **MiamiXperience Krug Group USA LLC** Payments will offset any amount you owe **MiamiXperience Krug Group USA LLC** or **MiamiXperience Grupo Krug USA LLC** Payments and will extinguish your obligation to **MiamiXperience Grupo Krug USA LLC** or **MiamiXperience Grupo Krug USA LLC** Payments.

- Any amount owed to a Host by a Guest that **MiamiXperience Grupo Krug USA LLC** collects in its capacity as the Host's limited collection agent as set forth in Section 4 above.
- Taxes, when applicable and as established in the Terms .
- Any amounts you pay through the Resolution Center in connection with your **MiamiXperience Group Krug USA LLC account**
- Any Damage Claim amount owed to **MiamiXperience Grupo Krug USA LLC** or **MiamiXperience Grupo Krug USA LLC** Payments in accordance with the Terms and Section 6.
- Overstay penalties payable under the Terms , including any costs and expenses incurred in collecting the overstay penalty.
- Any service or cancellation fees imposed under the Terms (for example, if you, as a Host, cancel a confirmed reservation).
- Any amount paid to you as a Host despite a Guest canceling a confirmed reservation or **MiamiXperience Grupo Krug USA LLC** determining a reservation needs to be canceled in accordance with the Terms , the Guest Refund Policy , the Experiences Guest Refund Policy , Force Majeure Event Policy or any other applicable cancellation policy. You acknowledge and agree that, in the event you have already received payment, **MiamiXperience Grupo Krug USA LLC** Payments shall have the right to recover from you the amount of such refund given to the Guest, including by subtracting such refunded amount from any future Collections that you are owed.

If you owe an amount at any time after a reservation, for example, with the Payment Plan or charges for Recurring Payments, for Reservation Modifications, Resolution Center payments or Damage Claims (“ **Additional Amounts** ”), you You authorize **MiamiXperience Grupo Krug USA LLC** Payments to collect payments of such Additional Amounts by charging your Payment Method associated with the applicable reservation without any further action on your part. **MiamiXperience Grupo Krug USA LLC** Payments will notify you in writing before the Additional Amounts are charged.

If your Payment Method associated with the applicable reservation is determined to be expired, invalid, or uncollectible for any reason (such as insufficient funds), you remain responsible for any uncollected amounts and **MiamiXperience Grupo Krug USA LLC** Payments may charge back to the Payment Method associated with your reservation or use any other Payment Method associated with your **MiamiXperience Grupo Krug USA LLC account** , if available, to collect such Additional Amounts. Any amount not collected for any reason will be subject to any remedies that may be

available, including, but not limited to, referral to a collection agency or the pursuit of available forms of action or claims against you.

If **MiamiXperience Grupo Krug USA LLC** has reason to believe that you as a Host engaged in fraudulent activity, such as an overpayment scam, booking fraud, or other fraud, and **MiamiXperience Grupo Krug USA LLC** Payments issued a charge for such stay, **MiamiXperience Grupo Krug USA LLC** Payments may recover such amount by reducing, offsetting, or debiting the amount of any future Collections due to you.

In addition to any amounts due as set forth above, if there are any outstanding amounts or chargebacks associated with your Payment Method, you may be charged ancillary fees in connection with our collection of such past due amounts and chargebacks. Such fees or charges may include collection fees, processing fees or other third party fees.

Collection

In the event that **MiamiXperience Grupo Krug USA LLC** Payments is unable to collect any amounts owed by you under the Terms and these Payments Terms, **MiamiXperience Grupo Krug USA LLC** payments may undertake collection procedures to obtain said amounts from you.

MiamiXperience Grupo Krug USA LLC Payments will consider any amount due due: (a) in the case of authorized charges, after one hundred and twenty (120) days from the **MiamiXperience Grupo Krug USA LLC** Payments has attempted to collect for the first time through your Payment Method or since the associated services have been provided, whichever is later; and (b) in the case of holds on future Payouts from a Host, after two hundred and seventy (270) days from the date the adjustment was made to the account on the **MiamiXperience Platform Krug USA LLC Group** of the Host or since the associated services have been provided, whichever is later.

MiamiXperience Grupo Krug USA LLC Payments will consider uncollected amounts to be past due three hundred and sixty-five (365) days: (a) for authorized charges, after **MiamiXperience Grupo Krug USA LLC** Payments first attempts to collect through the Payment Method or associated services have been provided, whichever is later; and (b) for withholding of future Payouts from a Host, since the adjustment has been made to the Host's **MiamiXperience Group Krug USA LLC Platform account** or the associated services have been provided, whichever is later.

You expressly agree that all communications regarding amounts due will be by email or telephone, as directed by you to **MiamiXperience. Krug USA LLC Group** and/or **MiamiXperience Krug Group USA LLC** Payments. Such communications may be made by **MiamiXperience Grupo Krug USA LLC / MiamiXperience Grupo Krug USA LLC** payments or by anyone on their behalf, including, but not limited to, a third party collection agent.

Payment Processing Errors

MiamiXperience Grupo Krug USA LLC Payments will take the necessary steps to correct any known payment processing errors. These measures may include crediting or debiting (as applicable) the original Collection Method or Payment Method used or selected by you, so that you end up receiving or paying the correct amount. This may be done by **MiamiXperience Grupo Krug USA LLC** Payments or by a third party, such as your financial institution. We may also take steps to recover funds sent to you in error (including, without limitation, in the event of duplicate payments made due to a processing error), by reducing, offsetting and/or debiting the amount of such funds from any future Collections. that is owed to him.

To the extent you receive funds in error, you agree to promptly return them to **MiamiXperience. Krug Group USA LLC** Payments.

refunds

Any refund or amount due to a Member under the Terms, the Force Majeure Event Policy, the Guest Refund Policy, and the Experiences Guest Refund Policy will be initiated and remitted by **MiamiXperience Grupo Krug USA LLC**. Payments in accordance with these Payment Terms.

Subject to this Section **MiamiXperience Grupo Krug USA LLC** Payments will start the refund process immediately. In certain cases, the refund process may include the option to receive credit instead of a cash refund; if this option is made available to you, the time of receipt of your refund will be communicated through the **MiamiXperience Platform. Krug USA LLC Group** The time it takes to receive any cash refund or to release any prior authorization from your Payment Method will vary depending on the rules of the Payment Method and any applicable payment system (for example, Visa, Mastercard , etc.). In the event of a Force Majeure Event that may affect the processing and settlement of refunds, **MiamiXperience Grupo Krug USA LLC** Payments will initiate and process the refund as soon as possible.

Claim for Damages and Amount of Damages

If **MiamiXperience Grupo Krug USA LLC** determines that you are responsible for the amounts of the Damage Claim, in accordance with the Terms, you authorize **MiamiXperience Grupo Krug USA LLC** through **MiamiXperience Grupo Krug USA LLC** Payments to be made by the corresponding charge through the Payment Method used to make the reservation in order to collect the amounts of the Damage Claim, up to a maximum amount established by **MiamiXperience Krug USA LLC Group** which may vary by country/region. Yes **MiamiXperience Krug USA LLC Group** through **MiamiXperience Grupo Krug USA LLC** Pagos cannot charge the Payment Method used to make the reservation, you agree that **MiamiXperience** through **MiamiXperience Grupo Krug USA LLC** Pagos may charge you through any other Payment Method registered in your account in **MiamiXperience Grupo Krug USA LLC** at time of the Damage Claim (unless you have previously removed authorization to pay by such Payment Method(s)).

You agree that **MiamiXperience Grupo Krug USA LLC Pagos** can try to recover what is owed by accessing any insurance policy that you maintain and that **MiamiXperience Grupo Krug USA LLC Pagos** can also file against you any remedy that it may have available, including by way of enumeration, and therefore not exhaustive. , referral to a collection agency, or pursuit of any forms of action or claims against you, including in connection with a Damage Claim, or payment requests made by Hosts under Host Damage Protection.

abandoned property

If **MiamiXperience Grupo Krug USA LLC Payments** holds amounts due to you (for example: because you were unable to initiate a Collection or refund) or you have not used a gift card or gift credit within the applicable time period applicable in your country, city or by another governing body in its laws relating to unclaimed property, we may process amounts due to you in accordance with our legal obligations, including remission of such amounts to the appropriate governing body as provided in the applicable legislation.

Forbidden activities

You are solely responsible for compliance with any and all laws, rules, regulations and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and agree that you will not assist or allow others to:

- Violate or circumvent any applicable law or regulation;
- Breach or circumvent any agreements with third parties, rights of third parties or the Terms, Additional Legal Terms, Policies, or Standards;
- Use the Payment Services for any commercial or other purpose not expressly permitted by these Payment Terms;
- Register or use any Payment Method or Collection Method in your account on the **MiamiXperience Grupo Krug USA LLC Platform** that you do not own or whose use you do not have authorization;
- Avoid, bypass, delete, deactivate, impair, decrypt or in any other way violate the technological measures implemented by **MiamiXperience Grupo Krug USA LLC Payments** or any of the suppliers of **MiamiXperience Grupo Krug USA LLC Payments** or another third party to protect the Payment Services;
- Take any action that impairs or adversely affects, or may impair or adversely affect, the performance or proper functioning of the Payment Services;
- Attempt to decipher, decompile, disassemble or reverse engineer any software used to provide the Payment Services; or
- Infringe or violate the rights of any other person or harm any other person in any other way.

The Payment Services may not be used to send or receive funds: (i) destined for countries subject to United States embargoes; or (ii) destined for persons who appear on the list Specially designated Nationals (Specially Designated Persons) of the United States Department of the Treasury, the Denied People List or entity List (list of rejected

persons) of the United States Department of Commerce, the UK Sanctions List (sanctions list of the United Kingdom of Great Britain) and the HM Treasury Department consolidated List (consolidated list of the Department of the Treasury), the United Nations consolidated List (consolidated list of the United Nations) or the European Union consolidated List (consolidated list of the European Union). Thus, you represent and warrant that: (i) neither you nor your Host Service(s) are located or take place in a country that is subject to a United States Government embargo or that has been designated by the Government of the United States as a country that provides “assistance to terrorist groups”, and that (ii) you are not included by the Government of the United States, the United Kingdom of Great Britain or the European Union in any list of prohibited groups or restricted. In addition to complying with the foregoing, you must also comply with any applicable export control laws in your jurisdiction.

Overwhelming force

MiamiXperience Grupo Krug USA LLC Payments shall not be liable for any delay or failure to perform any obligation under these Payments Terms resulting from causes beyond the reasonable control of **MiamiXperience Grupo Krug USA LLC** or **MiamiXperience Grupo Krug USA LLC** Payments, including, but not limited to limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics, epidemics or diseases, strikes or shortages of transportation facilities, fuel, energy, labor work or materials (“**Cause of Force Majeure**”).

Limitations of Liability

If you choose to use the Payment Services, you do so voluntarily and at your own risk. To the fullest extent permitted by law, the Payment Services are provided "as is", without warranty of any kind, either express or implied.

Notwithstanding the designation of MiamiXperience / Krug USA LLC Payments Group as the Hosts' limited collection agent pursuant to Section 4, MiamiXperience / Krug USA LLC Payments Group expressly disclaims all liability for any act or omission of any Member or third party. MiamiXperience / Grupo Krug USA LLC Payments has no agent duty or obligation to each Host except as expressly provided in these Payments Terms, and any additional duties or obligations that may be implied by law are expressly excluded, to the fullest extent permitted by applicable law.

If MiamiXperience / Grupo Krug USA LLC decides to perform an identity verification on any Member, to the extent permitted by applicable law, no warranty of any kind, either express or implied, is provided that such verifications will end up detecting past misconduct. by a Member or ensure that a Member will not engage in inappropriate behavior in the future.

Limitations of liability apply to the fullest extent permitted by law. You may have other legal rights or warranties that cannot be waived by law. However, the duration of any statutorily required guarantees will be limited to the maximum extent permitted by law, if any.

Responsibility

Except as provided in Section 11.2, you acknowledge and agree that, to the fullest extent permitted by law, you bear the entire risk arising from your access to and use of the Payment Services. If you allow or authorize another person to use your account on the MiamiXperience / Krug USA LLC Group Platform in any way, you are responsible for that person's actions. Neither MiamiXperience / Grupo Krug USA LLC Payments nor any other party involved in creating, producing, or providing the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, interruption of service, computer damage or system failure or the cost of replacement products or services, or for any damages due to personal or physical injury or emotional damage resulting from , or in connection with, (i) these Payment Terms, (ii) the use of, or inability to use, the Payment Services, (iii) any communications, interactions, meetings with other Members and others with whom you communicate, interact or meet as a result of your use of the Payment Services, whether based on collateral, contract, civil offense (such as negligence), product liability or any other legal basis, whether or not MiamiXperience / Grupo Krug USA LLC Pagos has been informed of the possibility of such damages, even if it is concluded that any remedy contemplated herein does not have achieved its primary purpose. With the exception of MiamiXperience / Krug Group USA LLC Payments obligation to pay amounts to applicable Hosts in accordance with these Payment Terms or an approved payment request under Host Damage Protection on the MiamiXperience / Krug Group Platform USA LLC or Japan Host insurance, in no event the entire liability of MiamiXperience / Krug USA LLC Group Payments arising out of or in connection with these Payment Terms and the use of the Payment Services, including, through By way of example and therefore not exhaustive, the use of, or inability to use, the Payment Services, will exceed (i) the amounts that you have paid or owe for reservations through the MiamiXperience Platform / Grupo Krug USA LLC in quality of Guest, in the period of twelve (12) months prior to the event that gave rise to the responsibility, or in the event that you are a Host, the amounts that My amiXperience / Grupo Krug USA LLC Payments has paid you in the period of twelve (12) months prior to the event that gave rise to the liability, or (ii) the amount of one hundred United States dollars (100 USD), if none of the such payments, as appropriate. The limitations on damages set forth above are fundamental elements of the agreement between you and MiamiXperience / Grupo Krug USA LLC Payments. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply to you. If you reside outside of the United States, this does not affect MiamiXperience / Krug USA LLC Group Payments liability for death or personal injury resulting from its negligence, or for fraudulent statement, material misrepresentation, or any other other liability that cannot be excluded or limited under applicable law.

Compensation

To the fullest extent permitted by applicable law, you agree to release, defend (at the option of MiamiXperience / Grupo Krug USA LLC Pagos), indemnify and hold harmless

MiamiXperience / Grupo Krug USA LLC Pagos and its affiliates and subsidiaries, as well as their managers, directors, employees and agents, against and against any claims, obligations, damages, losses and expenses, including, by way of enumeration and therefore not exhaustive, reasonable attorneys' and accounting fees, which derive from or are in any way related to (i) your breach of these Payment Terms; (ii) your misuse of the Payment Services; (iii) your failure, or failure at your direction, to accurately report, collect or remit taxes; or (iv) your violation of any laws, regulations or rights of third parties.

Modification, Term, Termination and other Measures

Modification . Except as otherwise required by applicable law, **MiamiXperience / Grupo Krug USA LLC** Payments may modify these Payments Terms at any time. If changes are made to these Terms, **MiamiXperience / Grupo Krug USA LLC** Payments will post the revised version on the **MiamiXperience / Grupo Krug USA LLC Platform** and update the "Last Updated" date that appears at the beginning of these Payments Terms. If you are affected by the changes, we will also notify you of the changes at least thirty (30) days before the effective date. If you are contracting with **MiamiXperience / Grupo Krug USA LLC** , you will receive notice at least two (2) months in advance of the effective date. If you do not terminate this agreement prior to the effective date of the updated Payment Terms, your continued use of the Payment Services will constitute your acceptance of the updated Payment Terms.

Deadline . This agreement between you and **MiamiXperience / Grupo Krug USA LLC** Payments reflected in these Payments Terms is effective when you create an account on the **MiamiXperience / Grupo Krug USA LLC Platform** or use the Payment Services and will remain in effect until terminated by either you or us. this contract in accordance with Section

Termination . You may terminate this agreement at any time by emailing us or by deleting your account. Termination of this agreement will also act as notice to cancel your **MiamiXperience Platform / Krug USA LLC Group account** in accordance with the Terms . Without limiting our rights specified below, **MiamiXperience / Grupo Krug USA LLC** Payments may terminate this agreement at its convenience at any time by giving you thirty (30) days' prior notice via email to your registered email address (or two (2) months' notice to Members who contract with **MiamiXperience / Grupo Krug USA LLC** Payments may, immediately and without notice, terminate this agreement in the event that (i) you have materially breached your obligations under in this contract; (ii) you have provided inaccurate, fraudulent, obsolete or incomplete information; (iii) you have violated laws, regulations or rights of third parties; or (iv) **MiamiXperience / Grupo Krug USA LLC** Payments believes in good faith that said action is reasonably necessary to protect other Members, **MiamiXperience / Grupo Krug USA LLC** to **MiamiXperience / Grupo Krug USA LLC** Payments or third parties.

Suspension and Other Measures. **MiamiXperience / Grupo Krug USA LLC** Payments may temporarily or permanently limit or suspend your use or access to the Payment Services (i) in order to comply with the corresponding legislation, order or judicial request and requirements of agencies or law enforcement agencies, of the

government or the Administration, or in the event that (ii) you have breached these Payment Terms, the Terms, the laws, regulations or rights of third parties, (iii) you have provided inaccurate, fraudulent, obsolete or incomplete information regarding to a Payment Method or Collection Method, (iv) any amounts owed by you under these Payment Terms are outstanding or past due, or (v) **MiamiXperience / Grupo Krug USA LLC** Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of **MiamiXperience / Grupo Krug USA LLC**, its Members, **MiamiXperience / Grupo Krug USA LLC** Payments or third parties, or to prevent fraud and other activities illegal. Additionally, if payment is unsuccessful due to card expiration, insufficient funds, or otherwise, **MiamiXperience / Grupo Krug USA LLC** Payments may temporarily suspend your access to the Payment Services until you are able to charge a valid Payment Method.

appeal . If **MiamiXperience / Grupo Krug USA LLC** Payments takes any of the actions described in Sections 13.3 and 13.4, you may appeal that decision by contacting customer service .

Termination Effects . If you cancel your account on the **MiamiXperience / Grupo Krug USA LLC Platform** as a Host or **MiamiXperience / Grupo Krug USA LLC** Payments take any of the actions described above, **MiamiXperience / Grupo Krug USA LLC** Payments may provide a full refund to Guests with confirmed reservations. and you will not be entitled to receive any compensation for pending or confirmed reservations that have been cancelled. If you cancel your **MiamiXperience / Grupo Krug USA LLC Platform account** as a Guest, **MiamiXperience / Grupo Krug USA LLC** Payments will initiate a refund for confirmed reservations in accordance with the Listing's cancellation policy. If your access to or use of the Payment Services is suspended or limited or this agreement is terminated by **MiamiXperience / Grupo Krug USA LLC**, you may not register a **new MiamiXperience / Grupo Krug USA LLC account** or attempt to access and use the Payment Services. Payment through a **MiamiXperience / Grupo Krug USA LLC account** owned by another Member.

Survival . Sections 5 through 20 of these Payment Terms will survive any termination or expiration of this agreement.

Applicable Law and Dispute Resolution

If you are contracting with **MiamiXperience / Grupo Krug USA LLC**, these Payment Terms shall be construed in accordance with the laws of the State of California and the United States of America, without regard to their conflict of law provisions. Court proceedings (other than small claims proceedings) excluded from the Arbitration Agreement in Section 15 shall be brought in state or federal court in San Francisco, California, unless both parties agree to another jurisdiction. Both you and we consent to personal jurisdiction and venue in San Francisco, California.

United States Arbitration Agreement

Application . This arbitration agreement will apply in case you contract with **MiamiXperience / Grupo Krug USA LLC** If you are not contracting with

MiamiXperience / Grupo Krug USA LLC and, nevertheless, you try to present any legal claim against **MiamiXperience / Grupo Krug USA LLC** Payments in the United States, this Agreement to Arbitrate will apply to determine the prior question of whether this Section 15 applies to you and all other boundary determinations, including residency, arbitrability, applicable law and jurisdiction.

General Description of the Conflict Resolution Process . MiamiXperience / Grupo Krug USA LLC is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payment Terms provide for a two-part process for natural persons subject to the application of Section 15: (1) an informal negotiation directly with the **MiamiXperience / Grupo Krug USA LLC customer service team** (described in Section 15.3), and (2) if necessary, binding arbitration administered by the American Arbitration Association (“ **AAA** ”). **MiamiXperience / Grupo Krug USA LLC** and you retain the right to seek action in small claims court as an alternative to arbitration.

Notice and Compulsory Resolution of Pre-Arbitration Disputes . At least 30 days prior to initiating arbitration, you and **MiamiXperience / Grupo Krug USA LLC** agree to notify the other party in writing of the dispute and to attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to **MiamiXperience / Grupo Krug USA LLC**. Payments will send your notification of the dispute to the email address associated with your **MiamiXperience Platform / Krug USA LLC Group account** . The notice of the subject of the dispute must include: name and preferred contact information, a brief description of the dispute and the requested remedy. If the parties are unable to resolve the dispute within the 30-day period, only then may either party initiate arbitration by filing a written demand for arbitration (available at www.adr.org) with the AAA and providing a copy to the AAA. other party as specified in the AAA Rules (available at www.adr.org).

Arbitration Agreement. You and MiamiXperience / Grupo Krug USA LLC Payments mutually agree that any dispute, claim or controversy arising out of or related to these Payments Terms or their applicability, breach, termination, validity, application or interpretation, or any use of the Payments Services Payment (collectively, “ Disputes ”) will be resolved by binding individual arbitration (the “ Arbitration Agreement ”). If there is a dispute as to whether or not this Agreement to Arbitrate is enforceable or applicable to our Dispute, you and MiamiXperience / Grupo Krug USA LLC Payments agree that the arbitrator will decide that issue.

Exceptions to the Arbitration Agreement . Both you and **MiamiXperience / Grupo Krug USA LLC** Payments agree that the following causes of action and/or claims for injunctive relief are exceptions to the Agreement to Arbitrate and shall be brought in a court proceeding in a court of competent jurisdiction (as defined in Section 15): (i) any claim or cause of action seeking emergency injunctive relief based on compelling circumstances (eg, imminent danger or commission of a crime, hacking, cyber attack); (ii) a request for reparation of public precautionary measures; or (iii) any individual claim of sexual assault or sexual harassment arising out of your use of the **MiamiXperience / Krug USA LLC Group Platform** or the Host Services. **MiamiXperience / Grupo Krug USA LLC** Payments and you agree that the public

injunctive relief will continue after arbitration with respect to all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to Section 3. of the Federal Arbitration Law.

Arbitration Rules and Applicable Law . This Agreement to Arbitrate reflects a transaction in interstate commerce and, therefore, the Federal Arbitration Act [United States Federal Arbitration Act] governs the interpretation and enforcement of this provision in both its procedural and substantive aspects. The arbitration will be administered by the AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules that the AAA deems applicable (“ **AAA Rules** ”) in effect at the time, except as modified in This document. The AAA Rules are available at www.adr.org . In order to initiate arbitration, a complete written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

AAA Rule Modification - Arbitration Hearing/Location . In order for the arbitration to take place at your convenience, **MiamiXperience / Grupo Krug USA LLC** Payments agrees that any necessary arbitration hearing may be held, at your option, (a) in the county in which you reside; (b) in the county of San Francisco; (c) by telephone or video conference; or (d) if all parties agree, solely by submitting documents to the arbitrator.

Amendment to the AAA Rules - Attorneys' Fees and Costs . Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules and, where applicable, will be limited by the AAA Consumer Arbitration Rules. If the arbitrator determines that such costs are excessive, **MiamiXperience / Grupo Krug USA LLC** will pay all arbitration fees and expenses. Either party may request that the arbitrator order the payment of attorneys' fees and costs by proving that the other party filed a claim, counterclaim or defense that is unfounded in fact or law, filed in bad faith or with claims of harassment. , or is otherwise frivolous, as permitted by applicable law and the AAA Rules.

Referee's Decision . The arbitrator's decision shall include the essential determinations and conclusions on which the arbitrator has based the award. The execution of the arbitral award may be requested before any competent court. The arbitrator may award any relief permitted by law or the AAA Rules, but declaratory or injunctive relief may only be awarded on an individual basis and only to the extent necessary to provide relief justified by plaintiff's individual claim.

Jury Trial Waiver . You and **MiamiXperience / Krug USA LLC** Payments Group acknowledge and agree that you each waive the right to a jury trial with respect to all arbitrable Disputes.

Waiver of Collective Lawsuits or Class Actions and Representative Proceedings . You and **MiamiXperience / Grupo Krug USA LLC** Payments acknowledge and agree that, to the extent permitted by applicable law, you each waive the right to participate as a plaintiff or participating member in any alleged class action or class action, class arbitration, private with effect of attorney general or any other representative

procedure with respect to any of the Disputes. Unless the parties agree otherwise in writing, the arbitrator may not consolidate more than one claim brought by one person nor may the arbitrator otherwise preside over any form or class of representative proceeding. In the event that a final judicial resolution declares that the current legislation opposes the waiver contained in this section with respect to any claim, matter or claim, said claim, matter or claim, and only it, will be separated from this arbitration agreement. and will be submitted to the competent court. If the waiver contained in this section remains unenforceable or unenforceable with respect to any dispute, those releases may be severed from this Arbitration Agreement and you and **MiamiXperience / Grupo Krug USA LLC** agree that any attorneys general and representative claims in the dispute will be suspended, pending resolution of any arbitration claim in the individual arbitration dispute.

Divisibility . Except as provided in Section 15.11, in the event that any part of this Arbitration Agreement is found to be illegal or unenforceable, that provision will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

Changes to the Arbitration Agreement . In the event that **MiamiXperience / Grupo Krug USA LLC** Payments changes this Section 15 after the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms), you may reject any change. by giving us written notice (including by email) within thirty (30) days of the effective date of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any prior agreement to arbitrate any Dispute between you and **MiamiXperience / Grupo Krug USA LLC** Payments (or your prior consent to any subsequent changes thereto), which will remain in effect. and enforceable as to any Dispute between you and **MiamiXperience / Grupo Krug USA LLC** Payments.

Survival . Except as provided in Section 15.12 and subject to Section 13.7, this Section 15 will survive the termination of these Terms and will continue to apply even if you stop using the **MiamiXperience / Grupo Krug USA LLC Platform** or terminate your account. **MiamiXperience / Grupo Krug USA LLC**

General disposition

Interpretation of these Payment Terms . With the exception of any supplements that may involve additional terms and conditions, policies, guidelines or standards, these Payment Terms constitute the entire agreement between **MiamiXperience / Grupo Krug USA LLC** Payments and you with respect to the subject matter thereof and supersede any and all prior agreements, written or oral, between **MiamiXperience / Grupo Krug USA LLC** Payments and you regarding the Payment Services. If any provision of this agreement is held invalid or unenforceable, that provision will be null and void and will not affect the validity and enforceability of the remaining provisions.

Don't Resign . The failure of **MiamiXperience / Grupo Krug USA LLC** Payments to enforce any right or provision of these Payments Terms will not constitute a waiver of such right or provision unless expressly acknowledged or agreed to in writing by us.

With the exception of what is expressly provided in these Payment Terms, the exercise by any of the parties of any of its resources contemplated in these Payment Terms will be made without prejudice to its other resources contemplated in these Payment Terms or provided for in otherwise by law.

Assignment . You may not assign, transfer or delegate this Agreement or your rights and obligations hereunder without the prior written consent of **MiamiXperience / Grupo Krug USA LLC Payments**. **MiamiXperience / Grupo Krug USA LLC Payments** may, without restriction, assign, transfer or delegate this Agreement and any rights and obligations, at its discretion, upon thirty (30) days prior notice.

Notices . Unless otherwise indicated, any notice and other communications permitted or required under this agreement will be in writing and will be delivered by **MiamiXperience / Grupo Krug USA LLC Payments** by email or by notification on the **MiamiXperience / Grupo Krug USA LLC Platform** , and depending on your notification settings, messaging service (including SMS and WeChat). The date of receipt will be deemed to be the date **MiamiXperience / Grupo Krug USA LLC Payments** transmits the notice.

Additional clauses for Users acting as Companies

The following paragraphs also apply if you are using the Payment Services as a representative (“ **Representative** ”) acting on behalf of a company or other legal entity (in which case, for purposes of the Payments Terms, “you” and “your” shall refer to and apply to that company, business, or other legal entity).

You agree to the Payment Terms and will be responsible for any acts or omissions that may be committed by employees or third party agents who use the Payment Service on your behalf.

You and your Representative each affirm that you are authorized to provide the information described in Section 2.1 and Section 3.2 and that your Representative has the authority to bind you to these Payment Terms. We may ask you to provide additional information or documentation that demonstrates your Representative's authority.

20.3 You represent and warrant to us that: (i) you are duly organized, legally established and up to date with the laws of the country in which your company is registered and that you are registering to receive the Payment Services; and (ii) you have all the right, power and authority necessary to enter into this agreement, perform your obligations and grant the rights, licenses and authorizations in this agreement.

If you are using your Payment Method for the benefit of your employees or other authorized third party in connection with **MiamiXperience / Grupo Krug USA LLC** for Work Travel, as permitted in your account, you authorize **MiamiXperience / Grupo Krug USA LLC Payments** to charge in your Payment Method the reservations requested by the employees of your company or another authorized third party.

For any Payment Method associated with your **MiamiXperience / Grupo Krug USA LLC account**, you authorize **MiamiXperience / Grupo Krug USA LLC** Payments to store the Payment Method, remit payments using the Payment Method for reservations associated with your **MiamiXperience account / Grupo Krug USA LLC** and take any other action permitted in the Payment Terms with respect to the Payment Method.

If you manage, store or process payment card information on behalf of any person or any third party, you agree to comply with the applicable data security and privacy requirements under the Payment Card Industry Data Security Standard on an ongoing basis. regarding the use, access and storage of said credit card information. For more information, including tools to help you assess your compliance, see <https://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

MIAMIXPRIENCE PRIVACY:

Privacy Policy

Our Privacy Policy explains what personal information we collect, how it is used, how it is shared, and your privacy rights.

MiamiXperience/ Grupo KRUG USA LLC exists to help connect people and build a more open and inclusive world. In short, build a world in which we all feel at home wherever we go. Our community is built on trust. To earn it, it is essential that we are transparent about how we use your data and how we protect your human right to privacy.

This Privacy Policy describes how **MiamiXperience/ Grupo KRUG USA LLC**, . and its affiliated companies (“ **we** ,” “ **ours**,” **our**, **us** ,” or “ **A MiamiXperience/ Grupo KRUG USA LLC** ”), process personal data in connection with your use of the **MiamiXperience Platform. / KRUG USA LLC Group** . Depending on where you live and what you are doing on the MiamiXperience Platform / **KRUG USA LLC Group** , the supplemental privacy pages listed below may apply to you. Please follow the links and review the supplemental information it describes.

Undefined terms in this Privacy Policy have the same definition as in our [Terms of Service](#) (“ **Terms** ”).

PERSONAL INFORMATION WE COLLECT

Information necessary to use the MiamiXperience Platform / Grupo KRUG USA LLC

collect personal information about you when you use the **MiamiXperience/ Grupo KRUG USA LLC platform** . Without it, we may not be able to provide all the services you request. This information includes the following:

- **Contact Information, Account, Profile Information** . Such as your first name, last name, telephone number, postal address, email address, date of birth, and photograph, some of which will depend on the features you use.
- **Identity Verification and Payment Information** . For example, images of your official personal identification (as permitted by applicable law), your identification number or other verification information, your bank account or your payment account. If you are not a **MiamiXperience/ KRUG USA LLC Group user**, we may receive payment information related to you, for example, when a **MiamiXperience/ KRUG USA LLC Group user** provides their payment card to complete a reservation. If we are provided with a copy of your personal identification, we may scan, use and store the information contained in your personal identification to verify your identity.

Information You Voluntarily Provide .

You may choose to provide us with additional personal information. This information may include the following:

- **Additional Profile Information** . Like gender, preferred language(s), city, and personal description. Some of this information, as indicated in your account settings, is part of your public profile page and will be publicly viewable.
- **Information about other people.** Such as a payment instrument belonging to another person or information about a fellow traveler. By providing us with personal information about third parties, you certify that you have permission to provide that information to **MiamiXperience/ Grupo KRUG USA LLC** for the purposes described in this Privacy Policy, that you have shared the **MiamiXperience/ Grupo KRUG USA LLC Privacy Policy** with them, and that have read and understand that this Privacy Policy applies to them.
- **Information from the contact book** . Contacts from your address book that you import or enter manually.
- **Other information** . For example, when you fill out a form, add information to your account, respond to surveys, post on community forums, participate in promotions, communicate with our customer support team and other Members, or share your experience with us. This may include health information, if you choose to share it with us.

2.3 Information Collected Automatically Through the MiamiXperience/ KRUG USA LLC Group Platform and our Payment Services .

When you use the **MiamiXperience/ KRUG USA LLC Group Platform** and Payment Services, we automatically collect personal information. This information may include the following:

- **Geographic location information** . Such as precise or approximate location, determined from your mobile device's GPS or IP address, depending on your device's settings. We may also collect this information when you are not using the app if you enable it through device settings or permissions.

- **Usage Information** . Such as the pages or content you view, Ad searches, reservations made, and other actions taken on the **MiamiXperience/KRUG USA LLC Group Platform**
- **Registration Data and Device Information** . For example, details about your use of the **MiamiXperience/KRUG USA LLC Group Platform** (including whether you clicked on links to third-party applications), IP address, dates and times of access, hardware and software information, device information, device events, unique identifiers, error data, cookie data, and the pages you viewed or interacted with before or after using the **MiamiXperience/ KRUG USA LLC Group Platform** . We may collect this information even if you have not created a **MiamiXperience/ Grupo KRUG USA LLC account** or logged in.
- **Cookies and Similar Technologies, as described in our [Cookies Policy](#)** .
- **Payment Transaction Information** . Such as the payment instrument used, date and time, payment amount, payment instrument expiration date and billing zip code, PayPal email address, IBAN information, your address, and other details related to the transaction.

Personal Information We Collect From Third Parties .

We collect personal information from other sources, such as:

- **Third Party Services** . If you link, connect, or log in to the **MiamiXperience/KRUG USA LLC Group Platform** with a third-party service (e.g., Google, Facebook, or WeChat), you instruct that service to send us information, such as your registration, your of friends and your profile information, as controlled by such service or authorized through the privacy settings of such service.
- **Background Information** . For Members in the United States, to the extent permitted by applicable law, we may obtain, for example, criminal history reports, sex offender registries, and other information about you and your background. For Members outside of the United States, to the extent permitted by law, and with your consent, where required, we may obtain the local version of a criminal background check or sex offender registry. We may use your information, including your full name and date of birth, to obtain these reports.
- **Business Product Invitations and Account Management** . Organizations that use our business products may submit personal information to facilitate account management and invitations to use business products.
- **Invitations and fellow travelers** . If you are invited to the **MiamiXperience/KRUG USA LLC Group Platform** as a travel companion, the person who invited you may submit personal information about you, such as your email address or other contact information.
- **Other sources** . To the extent permitted by applicable law, we may receive additional information about you, such as [references](#) , demographic data, or information to help detect fraud and security issues, from third-party service providers or partners and combine it with the information we have about you. For example, we may receive background check results or fraud warnings from

identity verification service providers for use in our risk assessment processes. We may receive information about you and your activities on and off the **MiamiXperience/KRUG USA LLC Group Platform** or about your experiences and interactions with our partners. We may receive health information, including, but not limited to, health information related to communicable diseases.

HOW WE USE THE INFORMATION COLLECTED

Provide, Improve and Develop the MiamiXperience Platform / KRUG USA LLC Group . Among other purposes, we use personal information to:

- allow you to access the **MiamiXperience/ Grupo KRUG USA LLC Platform** and make and receive payments,
- allow you to communicate with other Members,
- process your requests,
- perform analysis, debugging and research,
- provide customer service, training,
- send you messages, updates, security advisories and account notifications,
- If you provide us with information about your contacts, such as your friends or travel companions, we may process this information to: (i) facilitate invitations, (ii) share your travel details and facilitate travel planning, (iii) detect and prevent cases of fraud, and (iv) facilitate applications or any other purpose that you authorize,
- configure and personalize your experience based on your interactions with the MiamiXperience Platform /**KRUG USA LLC Group** , your search and reservation history, your preferences and profile information and other content you submit, and
- allow the use of our business products.

Create and maintain an environment of trust and security . Among other purposes, we use personal information to:

- detection and prevention of fraud, spam, abuse, security incidents and other harmful practices,
- study and combat discrimination in accordance with our [Policy Against Discrimination](#),
- conduct security investigations and risk assessments,
- verify or authenticate the information you provide,
- perform checks against databases and other sources of information, including background or police checks,
- comply with our legal obligations, protect the health and well-being of our Guests, Hosts, Host employees and members of the public,
- resolve disputes with our Members, including sharing information with your co-Host or Additional Guests about disputes related to your role as a co -Host or Additional Guest,
- enforce our agreements with third parties,

- comply with the law, respond to legal requests, prevent harm and protect our rights (see section 4.5),
- enforce our Terms and other policies (for example, the Non-Discrimination Policy), and
- In connection with the above activities, we may conduct profiles based on your interactions with the **MiamiXperience/ KRUG USA LLC Group Platform**, your profile data and other content you submit to **MiamiXperience/ KRUG USA LLC Group**, and information obtained from third parties. In specific cases, the automated processes, which analyze your account and activities on the **MiamiXperience/ Grupo KRUG USA LLC Platform**, as well as information related to activities on and off the **MiamiXperience/ Grupo KRUG USA LLC Platform** that may be associated with you, may restrict or suspend access to the **MiamiXperience/ Grupo KRUG USA LLC Platform** if such processes detect activities that may pose a security or other risk to **MiamiXperience/ Grupo KRUG USA LLC**, our community, or third parties. If you want to challenge decisions based on automated processes, please contact us through the Contact Information section below.

Provide, personalize, measure and improve our advertising and marketing. We use personal information for example to:

- send you promotional messages, marketing, advertising and other information based on your preferences and social media advertising through social media platforms,
- personalize, measure and improve our advertising,
- administer referral programs, rewards, surveys, sweepstakes, contests or other promotional activities or events sponsored or managed by **MiamiXperience/ KRUG USA LLC Group** or its third-party business partners,
- analyze characteristics and preferences to send you promotional messages, marketing, advertising and other information that we think may be of interest to you and
- invite you to relevant events and opportunities.

Provide Payment Services. Personal information is used to allow or authorize third parties to use the Payment Services, among other purposes:

- detect and prevent money laundering, fraud, abuse and security incidents,
- conduct security investigations and risk assessments,
- comply with legal obligations (such as anti-money laundering provisions),
- enforce the Payment Terms and other payment policies,
- with your consent, send you promotional messages, marketing, advertising and other information that may be of interest to you based on your preferences, and
- provide and improve the Payment Services.

EXCHANGE AND DISCLOSURE OF INFORMATION

Information provided with your consent or at your request.

When you have consented, we share your information as described at the time of such consent, such as when we authorize a third-party website or application to access your **MiamiXperience/KRUG USA LLC Group account** or when we engage in promotional activities . MiamiXperience / Grupo KRUG USA LLC partners or third parties.

Where permitted by applicable law, we may use certain information about you, such as your email address, de-identify it, and share it with social media platforms to generate leads, drive traffic to **MiamiXperience/Group KRUG USA LLC** or promote our products and services.

Information Shared Between Members.

To help facilitate reservations or other interactions between Members, we may need to share certain information, such as:

- When a booking request is made, when a co-host exists, or when a dispute is submitted, certain information may be shared between Guests and Hosts, including the profile, name, names of any additional Guests, history cancellation information, review information, guest age (unless prohibited by applicable law), dispute outcome (where applicable), and any other information you choose to share and submit. When the reservation is confirmed, additional information is shared to help coordinate the trip, such as a profile picture or phone number. When you have a confirmed reservation as a Host, certain information is shared with the Guest (and any additional Guests you invite, if applicable) to coordinate the reservation, such as your profile, full name, phone number, and address. of your ad.
- Each time you, as a Host, invite another Member to host Guests with you, you authorize that person to access and update your information and Member Content, including, but not limited to, certain information such as your full name, phone number, telephone number, the address of your Accommodation, the calendar, the information of your Listing, the photos of your Listing and the email address.
- Each time you, as a Guest, invite an additional Guest to a booking, we will provide the additional Guests with their first and last name, travel dates, Host name, Listing details, Accommodation address and other information. related.

Information You Post in Profiles, Listings, and Other Public Information .

You can allow certain information to be visible to the public, such as:

- Your public profile page, which includes your profile photo, your name (or initials, where applicable), a description, and your city.
- Listing Pages that contain information such as the approximate or exact location of the Accommodation or Experience, availability dates, profile picture, aggregate demand information (such as page views over a period of time) and additional data that you choose to share.
- Evaluations, ratings and other public comments.
- Content in a community or discussion forum, blog, or social media post.

We may display portions of your public profile and other Content you make publicly available, such as Listing details, on third-party sites, platforms, and applications.

Information you share publicly on the **MiamiXperience/ KRUG USA LLC Group Platform** may be indexed by third-party search engines. In some cases, you can disable this feature in your Account settings.

Host Service Providers .

Hosts may use third party services to manage or provide their services, such as cleaning or security service providers. Hosts may use features of the **MiamiXperience/ KRUG USA LLC Group Platform** to share information about the Guest (such as arrival and departure dates, Guest name and phone number) with such third-party service providers.

Comply with the law, respond to legal requests, prevent harm, and protect our rights .

We may disclose your information to courts, law enforcement, government or public authorities, tax authorities or authorized third parties, to the extent required or permitted by law, or when disclosure is reasonably necessary to : (i) comply with our legal obligations; (ii) comply with a valid legal request (such as a subpoena or court order) or respond to claims made against **MiamiXperience/KRUG USA LLC Group** ; (iii) respond to a valid legal request related to a criminal investigation to address allegedly illegal activity, or respond to any other activity that may expose us, you or any of our other users to legal or regulatory liability (more information about how **MiamiXperience/ Grupo KRUG USA LLC** responds to requests from authorities [here](#)); (iv) enforce and administer our [agreements](#) with Members, including our [Terms](#), [Additional Legal Terms](#) and [Policies](#) or (v) protect the rights, property or personal safety of **MiamiXperience/ KRUG Group USA LLC** its employees, the Members, or members of the public. For example, if permitted, due to the above circumstances, the Host's tax information may be passed on to tax authorities or other government agencies.

Where appropriate, we may notify Members of legal requests unless: (i) notification is prohibited by due process of law, court order, or applicable law, or (ii) we believe that providing notification would be futile , ineffective, would cause a risk of injury or bodily harm to any person or group, create or increase a risk of fraud or harm to **MiamiXperience/ Grupo KRUG USA LLC** , our Members, or expose **MiamiXperience/ Grupo KRUG USA LLC** to a claim for obstruction of justice.

Where required or permitted by law, in accordance with applicable law, we may disclose Host and/or Guest information to tax authorities for them to determine if they are properly complying with applicable tax obligations. Applicable tax liabilities include **MiamiXperience/KRUG USA LLC Group tax liabilities** on its service fees, accommodation tax facilitation and withholding taxes, and individual Host tax liabilities. Information that may be disclosed includes, but is not limited to, Host and Guest names, listing addresses, Host addresses, business or tax identification numbers,

date of birth, and/or contact information, parcel identification numbers, billing information, transaction dates and amounts, number of nights and Guests booked, gross and net value of reservations and billing amounts, taxes collected by **MiamiXperience/ Grupo KRUG USA LLC** on behalf of Guests and Hosts, to the extent this information is known by **MiamiXperience/ Grupo KRUG USA LLC**

In jurisdictions where **MiamiXperience/ KRUG USA LLC Group** facilitates or requires registration, notification, permit or license application or number of a Host with a government authority, we may share the information of participating Hosts with the authority relevant, both during the application process, when the Listing is published, and periodically, such as the full name and contact details of the Host, the address of the Accommodation, the tax identification number, the registration, the permit or the number of license, the data of the Listing, the information of the reservation and the number of nights reserved subject to the provisions of the applicable legislation.

Programs with Managers and Owners .

We may share personal information of Hosts and Guests with owners, management companies and/or owners (“ **Consortium Management** ”), such as reservation information and information related to compliance with applicable laws, in order to facilitate programs with Management of the Consortium. For example, personal information and guest reservations, including guest contact information, may be shared with the Consortium Management of the building, complex or community in which the host lives or in which the guest is located. hosting, to facilitate host services, compliance with applicable laws, security, billing, and other services.

Information about Hosts provided to Clients of MiamiXperience/ Grupo KRUG USA LLC for work .

If a reservation is designated as for business or work travel and (1) is made by a Guest affiliated with a Company, and (2) the company is enrolled with **MiamiXperience/ KRUG USA LLC Group** for Work , we may disclose reservation-related information to the Company (for example, Host name, Accommodation address, reservation dates, Listing details, etc.) to the extent necessary for the proper performance of the **MiamiXperience contract. / Grupo KRUG USA LLC** with the Company and to provide the services. At the request of the Company or the Guest, we may also share this information with third parties contracted by the Company to provide support services.

Service Providers .

We share personal information with affiliated and unaffiliated service providers, to help us run our business and for their purposes of complying with applicable regulations, including service providers that help us : (i) verify your identity or authenticate your identification documents , (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention and risk assessment, (iv) develop, maintain and debug products, (v) enable the provision of the **MiamiXperience / Grupo KRUG USA LLC services** through third party platforms and software tools (for example, by integrating with our APIs), (vi) providing customer

service, advertising or payment services, (vii) processing , manage or evaluate insurance claims or similar claims, or (viii) facilitate charitable and non-profit activities consistent with the same ion of **MiamiXperience/ KRUG Group USA LLC** . These providers are contractually obligated to protect your personal information and have access to your personal information to perform these tasks.

Transfer of Companies .

If **MiamiXperience/ Grupo KRUG USA LLC** enters into or participates in any merger, acquisition, reorganization, sale of assets, bankruptcy or insolvency event, we may sell, transfer or share some or all of our assets, including your information in connection with such transaction or with a view to such transaction (for example, in a purchase audit). In such event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy.

Associated Companies .

To help us provide, integrate, promote, and improve the MiamiXperience Platform /**KRUG USA LLC Group** , Payment Services, and our affiliates' services, we may share personal information with our corporate family of companies that are related by common ownership or control. Some examples are:

- **Data shared with MiamiXperience/ Grupo KRUG USA LLC, Inc.** Even if your country of residence is not the United States, your data will be shared with **MiamiXperience/ Grupo KRUG USA LLC Inc.** which provides the technical infrastructure for the **MiamiXperience Platform/ Grupo KRUG USA LLC**.
- **Data Shared with MiamiXperience/ Grupo KRUG USA LLC Payments .** In order to facilitate payments at or through MiamiXperience/ **KRUG USA LLC Group**, certain exposed information will be shared with the **MiamiXperience/ KRUG USA LLC Group Payments entity**.

- **OTHER IMPORTANT INFORMATION**

Analysis of your Communications .

We may review, scan, or analyze your communications on the **MiamiXperience/ KRUG USA LLC Group Platform** for the reasons described in the “How We Use Information We Collect” section of this policy, including for fraud prevention, risk assessment, regulatory compliance, research, product development, studies, analysis, compliance with our [Terms of Service](#), and customer support. For example, as part of our fraud prevention efforts, we screen and analyze messages to hide contact information and references to other websites. In some cases, we will also inspect, review, or analyze messages to refine, improve, and expand our product offerings. We use automated methods where reasonably possible. However, on occasion, we may need to manually review some communications, such as fraud investigations and customer service, or evaluate and improve the functionality of these automated tools. We will not review,

screen or analyze your communications to send you third-party marketing messages, and we will not sell evaluations or analyzes of these communications.

Linking Third Party Accounts .

You may link your **MiamiXperience/ Grupo KRUG USA LLC account** with certain third-party services, such as social media. Your contacts on these third-party services are called "Friends." When you allow data communication by linking such accounts:

- some of the information you provide to us when linking accounts may be published on your public profile,
- your activities on the **MiamiXperience/ Grupo KRUG USA LLC Platform** may be displayed to your Friends on the **MiamiXperience/ Grupo KRUG USA LLC Platform** and/or third-party service,
- a link to your public profile on the third-party service may be included in your **MiamiXperience/ KRUG USA LLC Group public profile**
- other users of **MiamiXperience/ Grupo KRUG USA LLC** may see any Friend that you may have in common with them, or that you are a Friend of their Friend, if applicable,
- other users of **MiamiXperience/ Grupo KRUG USA LLC** may see any school, hometown, or other group you have in common with them that appears on your linked social networking service,
- Information you provide to us from linking your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- The publication and display of the information you provide to the **MiamiXperience/ KRUG USA LLC Group Platform** through this link is subject to the configurations and authorizations that you have established both in the **MiamiXperience/ KRUG USA LLC Group Platform** and in the external service.

External Partners and Integrations .

Portions of **MiamiXperience/ Grupo KRUG USA LLC** may link to third-party services that **MiamiXperience/ Grupo KRUG USA LLC** does not own or control, such as Google Maps / Earth . Use of these services is subject to the privacy policies of those providers, such as the Google [Maps / Earth Additional Terms of Use](#), [Google 's Privacy Policy](#) ([you can learn more about how Google uses information here](#)), and Google's [Privacy Policy](#) . [Citi Privacy Statement](#) . These third parties are not owned or controlled by **MiamiXperience/ Grupo KRUG USA LLC** and when you interact with them, you provide them with your information.

YOUR RIGHTS

You may exercise any of the rights described in this section in accordance with applicable law. [Here](#) you can get information about data subject rights requests and submitting requests. Please note that we may ask you to confirm your identity before processing your request.

Management of your information .

You can access and update some of your personal data through your Account settings. If you connected your **MiamiXperience/KRUG USA LLC Group account** to a third-party service, such as Facebook or Google, you can modify your settings and opt out of that service in your Account settings. You are responsible for keeping your personal information up to date.

Data Access and Portability .

In some regions, applicable law may give you the right to request certain copies of your personal data or data about how we process your personal data, request copies of the personal data you have provided to us in a structured, commonly used and machine-readable format , and/or request that we transmit this information to another service provider (where technically possible).

Data deletion .

In certain jurisdictions, you may request that your personal data be deleted. Please note that if you request deletion of your personal data or if your account is suspended, deleted or voluntarily closed:

- We may retain your personal information as necessary for our legitimate business interests, such as preventing money laundering, detecting and preventing fraud, and improving security. For example, if we suspend a **MiamiXperience/KRUG USA LLC Group account** for fraud or security reasons, we may retain information from that **MiamiXperience/KRUG USA LLC Group account** to prevent that Member from reopening a new account in the future . account at **MiamiXperience/ Grupo KRUG USA LLC**
- We may retain and use your personal information to the extent necessary to comply with our legal obligations. For example, **MiamiXperience/ Grupo KRUG USA LLC** Payments may retain your information to comply with tax, legal, and auditing obligations.
- Information you shared with others (eg, reviews, forum posts) will remain publicly viewable on **MiamiXperience/ Grupo KRUG USA LLC** even after you cancel your **MiamiXperience/ Grupo KRUG USA LLC account** . However, the attribution to you of such information will be removed. Some copies of your information (for example, records) may remain in our database, but are dissociated from any personal identifiers.
- Because we take steps to protect data from accidental or malicious loss and destruction, residual copies of your information may not be removed from our backup systems for a period of time.

SECURITY

We implement and continually update security, administrative, technical, and physical measures to protect your information from unauthorized access, loss, destruction, or alteration.

MODIFICATIONS TO THIS PRIVACY POLICY

We reserve the right to modify this Privacy Policy at any time, in accordance with applicable law. If we do, we will post the revised Privacy Policy and update the "Last Updated" date above. In the event of material changes, we will also notify you of the changes by email at least thirty (30) days prior to the effective date. If you do not agree to the modified Privacy Policy, you may cancel your account. If you do not cancel your **MiamiXperience/ KRUG USA LLC Group Account** before the effective date of the modified Privacy Policy, any access or use of the **MiamiXperience/ KRUG USA LLC Group Platform** that you make thereafter will imply your acceptance of the same.

CONTACT INFORMATION AND RESPONSIBLE ENTITIES OF MIAMIXPERIENCE GRUPO KRUG USA LLC

If you have questions or complaints about this Privacy Policy or about the treatment of personal information by **MiamiXperience/ Grupo KRUG USA LLC** (i) contact info@miami-xperience.com or +1 786 820 8965.

Privacy Policy

Our Privacy Policy explains what personal information we collect, how it is used, how it is shared, and your privacy rights.

Non-indefinite terms in this Privacy Policy have the same definition as in our [Terms of Service](#) (« **Terms** »).

PERSONAL INFORMATION WE COLLECT

Information necessary for the use of the MiamiXperience/ Grupo KRUG USA LLC Platform

When you use the **MiamiXperience/ KRUG USA LLC Group Platform**, we will collect personal information about you. Without it, we may not be able to provide all requested services. This information includes:

- **Contact information, account, profile information** . Like your first name, last name, phone number, postal address, email address, date of birth, and profile picture, some of which will depend on the features you use.
- **Identity verification and payment information** . For example, images of your official identification document (as permitted by applicable law), the number of your identification document or other information of verification , your bank or payment account information. If you are not a MiamiXperience / **Grupo KRUG USA LLC user** , we may receive payment information related to you, for example, when a **MiamiXperience/ Grupo KRUG USA LLC user** provides their payment card to complete a reservation. If you provide us with a copy of your

identification document, we may scan, use and store the information contained in your identification document to verify your identity.

Information you choose to provide us .

You may choose to provide us with additional personal information. This information may include:

- **Additional profile information** . For example, gender, preferred languages, city and personal description. As indicated in your account settings, some of this information is part of your public profile page and will be publicly viewable.
- **Information about others**. Such as a payment instrument belonging to another person or information about a fellow traveler. By providing us with personal information about others, you certify that you have permission to provide such information to **MiamiXperience/ Grupo KRUG USA LLC for the purposes described in this Privacy Policy, you have disclosed the MiamiXperience/ Grupo KRUG USA LLC Privacy Policy** with them, and have read and understand that it applies to them.
- **Book Contact Information** of addresses. Address book contacts that you import or enter manually.
- **Other information** . For example, when you fill out a form, add information to your account, respond to surveys, post on community forums, participate in promotions, communicate with our customer support team and other Members, or share your experience with us. This may include health information if you choose to share it with us.

2.3 Information Collected Automatically Through the Use of the MiamiXperience/ KRUG USA LLC Group Platform and our Payment Services .

When you use the **MiamiXperience/ KRUG USA LLC Group Platform** and Payment Services, we automatically collect personal information. This information may include:

- **Geographic location information** . For example, exact or approximate location is determined from your mobile device's GPS or IP address, depending on your device's settings. We may also collect this information when you are not using it, if you enable it through your device settings or permissions.
- **Usage Information** . For example, the pages or content you view, searches for Ads, reservations you have made, and other actions on the **MiamiXperience/ KRUG USA LLC Group Platform**
- **Log data and device information** . For example, details about how you have used the **MiamiXperience/KRUG USA LLC Group Platform** (including whether you have clicked on links to third-party applications), IP address, dates and times of access, hardware and software information, device information, information about device events, unique identifiers, crash data, cookie data, and the pages you viewed or connected to before or after using the **MiamiXperience/ KRUG USA LLC Group Platform** . We may collect this information even if you have not created a **MiamiXperience/KRUG USA LLC Group account** or logged in.

- **Cookies and similar technologies, as described in our [Cookie Policy](#).**
- **Payment transaction information** . For example, the payment instrument used, the date and time, the amount of the payment, the expiration date of the payment instrument and the billing postal code, the PayPal email address, the Iban information, your address and other details related to the transaction.

2.4 Personal information we collect from third parties .

We collect personal information from other sources, such as:

- **Third Party Services** . If you link, connect or log in to the **MiamiXperience/ KRUG USA LLC Group Platform** with a third-party service (for example, Google, Facebook, WeChat), you direct the service to send us information, such as your registration, your list of friends and your profile information controlled by such service or as authorized by you through the privacy settings of such service.
- **Additional information** . For Members in the United States, to the extent permitted by applicable law, we may obtain, for example, criminal history reports, sex offender registries, and other information about you or your background. For Non-United States Members, to the extent permitted by applicable law and with your consent where required, we may obtain the local version of criminal or registered sex offender background checks. We may use your data, including your full name and date of birth, to obtain them.
- **Business Product Invitations and Account Management** . Organizations that use our business products may submit personal information to facilitate account management and invitations to use business products.
- **Invitations and fellow travelers** . If we invite you to the **MiamiXperience/KRUG USA LLC Group Platform** , as a travel companion, the person who invited you may submit personal information about you, such as your email address or other contact information.
- **Other sources** . To the extent permitted by applicable law, we may receive additional information about you, such as [references](#), demographic data, or information to help detect fraud and security issues from third-party service providers and/or partners, and combine it with information we have about you. For example, we may receive background check results or fraud warnings from identity verification service providers for our fraud prevention and risk assessment efforts. We may receive information about you and your activities on and off the **MiamiXperience/ Grupo KRUG USA LLC platform** , or about your experiences and interactions from our partners. We may receive health information, including, but not limited to, health information related to communicable diseases.

HOW WE USE THE INFORMATION WE COLLECT

improve and develop the MiamiXperience Platform / KRUG USA LLC Group .

For example:

- allow you to access the **MiamiXperience/ Grupo KRUG USA LLC Platform** and make and receive payments,
- allow you to communicate with other Members,
- process your request,
- perform analysis, debug and conduct research,
- provide customer service, training,
- send you messages, updates, security advisories and account notifications,
- If you provide us with the information of your contacts, such as your friends or travel companions, we may process this information: (i) to facilitate your invitations, (ii) share the details of your trip and facilitate the planning of your trip, (iii) to detect and prevent fraud, and (iv) facilitate your requests or for any other purpose you authorize,
- customize and personalize your experience based on your interactions with the **MiamiXperience/ KRUG USA LLC Group Platform** , your search and booking history, your profile information and preferences, and any other content you submit.
- allow the use of our business products.

3.2 Create and maintain a trusted and more secure environment . Including:

- detect and prevent fraud, spam, abuse, security incidents and other harmful activities,
- study and combat discrimination in accordance with our Policy against Discrimination,
- conduct security investigations and risk assessments,
- verify or authenticate information provided by you,
- conduct checks against databases and other sources of information, including criminal or police background checks.
- comply with our legal obligations, protect the health and well-being of our guests, hosts, employees of hosts and members of the public.
- resolve disputes with our Members, including the ability to share information with your co-host or with other Guests about disputes related to your role as a co-host or Additional Guest,
- enforce our agreements with third parties,
- comply with the law, respond to legal requests, prevent harm and protect our rights (see section 4.5).
- fulfill our terms and other policies (for example, the Anti-Discrimination Policy), and
- In connection with the foregoing activities, we may conduct profiles based on your interactions with the **MiamiXperience/ Grupo KRUG USA LLC Platform** , your profile information and other content you submit to **MiamiXperience/ Grupo KRUG USA LLC** as well as information we obtain . of third parties. In limited cases, automated processes, which analyze your account and activities on the **MiamiXperience/ Grupo KRUG USA LLC platform** , as well as information about activities on and off the **MiamiXperience/ Grupo KRUG USA LLC platform** that may be associated with you, may restrict or suspend access to the **MiamiXperience/ KRUG USA LLC Group Platform** if they detect activities

that may pose a security or other risk to **MiamiXperience/ KRUG USA LLC Group** , our community, or third parties. If you would like to challenge decisions based on automated processes, please contact us through the Contact Information section below.

Provide, personalize, measure and improve our advertising and marketing . For example:

- send you promotional messages, marketing, advertising and other information based on your preferences and social media advertising through social media platforms,
- personalize, measure and improve our advertising,
- Administer invitation programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by **MiamiXperience/ Grupo KRUG USA LLC** or its third party partners;
- analyze characteristics and preferences to send you promotional messages, marketing, advertising and other information that may interest you, and
- invite you to relevant events and opportunities.

Provide payment services . Personal data is used to enable or authorize third parties to use the Payment Services, such as to:

- detect and prevent money laundering, fraud, abuse and security incidents,
- conduct security investigations and risk assessments,
- comply with legal obligations (such as anti-money laundering regulations),
- enforce the Payment terms and other payment policies,
- with your consent, send you promotional messages, marketing, advertising and other information that may be of interest to you based on your preferences and,
- offer and improve the Payment Services.

EXCHANGE AND DISCLOSURE

Sharing with your consent or at your disposal .

When you consent, we will share your data as described at the time of authorization, for example, when we authorize a third-party application or website to access your **MiamiXperience/ KRUG USA LLC Group account** or engage in activities promotional by partners of **MiamiXperience / Grupo KRUG USA LLC** or third parties.

Where permitted by applicable law, we may use certain information about you, such as your email address, disable it, and share it with social media platforms, to generate leads, drive traffic to, or promote our products and services. another way.

Sharing Between Members.

To facilitate reservations or other interactions between Members, we may need to share certain information, such as:

- When a booking request is made, when there is a co-host or a dispute is filed, some data may be shared between Guests and Hosts, including profile, name, names of additional Guests, cancellation history, review information, guest age (unless prohibited by applicable law), dispute outcome (where applicable), and other information you choose to share and submit. When a reservation is confirmed, additional information is shared to help coordinate the trip, such as profile photo and phone number. When you as a Host have a confirmed reservation, certain information is shared with the Guest (and any additional Guests you invite, if applicable) to coordinate the reservation, such as your profile, your full name, your phone number and the guest's address. Ad.
- When, as a Host, you invite another Member to host with you, you authorize that person to access and update your data and Member Content, including, but not limited to, certain information, such as your full name, telephone number, address of the Accommodation, calendar, Listing information, Listing photos and email address.
- When you, as a Guest, invite additional Guests to a booking, your name, travel dates, Host name, Listing details, Accommodation address and other related information will be shared with each additional Guest.

Information you post on profiles, ads, and other public information .

You can make certain information publicly visible to others, such as:

- Your public profile page, which includes your profile picture, name (or initials, where applicable), description, and city.
- Ad pages include information such as approximate or precise location description, calendar availability, profile photo, aggregate demand information (such as page views over a period of time), and additional information you choose to share.
- Reviews, ratings and other public comments.
- Content in a community or discussion forum, blog, or social media post.

We may display to the public portions of your public profile and other Content you make publicly available, such as Listing data on third party sites, platforms and applications.

The information you share publicly on the **MiamiXperience / Krug USA LLC Group Platform** may be calculated through third-party search engines. In some cases, you can disable this feature in your account settings.

Host Service Providers .

Hosts may use third-party services to manage or provide their services, such as cleaning services or security services. Hosts may use features of the **MiamiXperience / Grupo Krug USA LLC Platform** to share information about the Guest (such as arrival and departure dates, Guest name, or Guest phone number) with such third-party service providers.

Comply with the law, respond to legal requests, prevent harm, and protect our rights

We may disclose your information to the courts, government or public authorities, government or public authorities, tax authorities or authorized third parties, if and to the extent that we are required or permitted to do so by law or when the disclosure is reasonably necessary to: (i) comply with our legal obligations, (ii) comply with a valid legal request (such as a subpoena or court order) or respond to claims brought against **MiamiXperience/KRUG USA LLC Group**, (iii) respond to a request valid law related to a criminal investigation to address actual or suspected illegal activity, or to respond to or address any other activity that exposes us, you, or any of our other users to legal or regulatory liability (learn more about enforcement guidelines MiamiXperience Law / **KRUG USA LLC Group** [here](#)), (iv) enforce and administer our agreements with Members, including our terms, Additional Legal Terms and Policies, or (v) protect the rights, property, or personal safety of **MiamiXperience/ Grupo KRUG USA LLC**, its employees, its Members, or members of the public. For example, if permitted due to the above circumstances, the host's tax information may be shared with tax authorities or other government agencies.

When appropriate, we may notify Members about legal requests, unless: i) the notification is prohibited by due process of law, by a court order we receive, or by applicable law, or (ii) we believe that the notification would be futile, ineffective, create a risk of injury or bodily harm to any person or group, or create or increase a risk of fraud or harm to **MiamiXperience/ KRUG USA LLC Group**, our Members, or expose **MiamiXperience/ KRUG USA LLC Group** to an obstruction of justice claim.

Where required or permitted by applicable law, we may disclose Host and/or Guest information for tax purposes to tax authorities in order for tax authorities to determine proper compliance with applicable tax obligations. Relevant tax obligations include the tax obligations of **MiamiXperience/KRUG USA LLC Group** on its service fees, accommodation tax facilitation and withholding taxes, and the individual tax obligations of hosts. Information that may be disclosed includes, but is not limited to, host and guest names, listing addresses, host addresses, company or tax identification numbers, date of birth, and/or personal data. contact information, property package identification numbers, billing information, transaction dates and amounts, number of nights and amounts booked, gross and net guests and reservation, taxes collected by **MiamiXperience/ Grupo KRUG USA LLC** on behalf of guests and hosts, to the extent **MiamiXperience/ Grupo KRUG USA LLC** is aware of any such information.

In jurisdictions where **MiamiXperience/ KRUG Group USA LLC** facilitates or requires a Host's registration, notification, permit or application for a license or number with a government authority, we may share participating Host information with the relevant authority, both during the application process, when the Listing is published, such as from time to time the Host's full name and contact details, Accommodation address, tax identification number, registration, permit or license number, listing details, the reservation information and the number of nights reserved in accordance with the applicable legislation.

4.6 programs with managers and owners .

We may share personal information about Hosts and Guests with landlords, management companies and/or owners (" **Building Management** "), such as reservation information and information related to compliance with applicable laws, with the in order to facilitate programs with the Building Administration. For example, guest reservation and personal information, including guest contact information, may be shared with the management of the building, resort, or community in which a host lives and/or accommodation is located to facilitate hosting services, compliance with applicable legislation, security, billing and other services.

4.7 Host Information Provided to MiamiXperience/ KRUG USA LLC Group Clients for work .

If a reservation is designated as a business or employment purpose and (1) is made by a Guest affiliated with a Company and (2) the Company is registered with **MiamiXperience/ KRUG USA LLC Group for Work** , we may disclose information related to the reservation to the Company (for example, the name of the Host, the address of the Accommodation, the dates of reservation, the details of the Listing, etc.) to the extent necessary for the proper fulfillment MiamiXperience / **Grupo KRUG USA LLC contract** with the Company and to provide the services. At the request of the Company or the Guest, we may also share this information with third parties contracted by the Company to provide support services.

4.8 Service Providers .

We share personal information with affiliated and unaffiliated service providers to help us run our business and for their compliance purposes, including service providers that help us: (i) verify your identity or authenticate your identification documents, (ii) verify your information against public databases, (iii) perform criminal or police background checks, fraud prevention and risk assessment, (iv) carry out product development, maintenance and debugging, (v) enable the provision of **MiamiXperience / Grupo KRUG USA LLC Services** through third party platforms and software tools (for example, through integration with our APIs), (vi) provide customer service, advertising or payment, or (vii) process, manage or evaluate insurance claims or similar claims. These providers are contractually bound to protect your personal data and have access to your personal data to perform these tasks.

4.9 Business Transfers .

If **MiamiXperience/ Grupo KRUG USA LLC enters** into or participates in any merger, acquisition, reorganization, sale of assets, bankruptcy or insolvency event, we may sell, transfer or share some or all of our assets, including your information in connection therewith . transaction or in the contemplation of such a transaction (for example, due diligence). In this case, we will notify you before your personal data is transferred and subject to a different privacy policy.

4.10 Corporate Affiliates .

In order to help us provide, integrate, promote and improve the **MiamiXperience/KRUG USA LLC Group Platform** , Payment Services and our affiliates' services, we may share personal information with our corporate family of companies that are related by ownership or control. common. Some examples are:

- **Share with MiamiXperience/ Grupo KRUG USA LLC , Inc .** Even if your country of residence is not the United States, we will share your data with **MiamiXperience/ KRUG USA LLC Group , Inc.**, which provides the technical infrastructure of the **MiamiXperience/ KRUG USA LLC Group Platform**.
- **Share with MiamiXperience/ KRUG USA LLC Payments Group .** In order to facilitate payments on or through the **MiamiXperience / Grupo Krug USA LLC Platform** , it will be shared with the appropriate entity.

OTHER IMPORTANT INFORMATION

Analyze your communications .

We may review, examine, or analyze your communications on the **MiamiXperience/KRUG USA LLC Group Platform** for the reasons described in the "How We Use Information We Collect" section of this policy, such as fraud prevention, risk assessment, compliance regulatory, research, product development, research, analysis, compliance with our [Terms of Service](#) and customer service. For example, as part of our fraud prevention efforts, we scan and analyze messages to hide contact information and references to other sites. In some cases, we may also review, revise, or analyze messages to refine, improve, and expand our product offerings. We use automated methods whenever reasonably possible. From time to time, we may need to manually review communications, such as for fraud investigations and customer service, or to assess and improve the functionality of these automated tools. We will not review, scan or analyze your messages to send you third-party marketing messages and we will not sell evaluations or analyzes of these communications.

5.2 Linking Third Party Accounts .

You may link your **MiamiXperience/ Grupo KRUG USA LLC account** with certain third-party services, such as social media. Your contacts in these third-party services are called "Friends".« By directing the data exchange through the creation of this link:

- some of the information you provided to us when linking accounts may be published on your public profile,
- your activities on the **MiamiXperience/ Grupo KRUG USA LLC Platform** may be displayed to your Friends on the **MiamiXperience/ Grupo KRUG USA LLC Platform** and/or third party service,
- a link to your public profile on that third-party service may be included in your **MiamiXperience/ Grupo KRUG USA LLC public profile**
- other **MiamiXperience/ KRUG USA LLC Group users** or may be friends with their friend, if applicable,

- other **MiamiXperience/ KRUG USA LLC Group users** may be able to see any schools, hometowns or other groups you have in common with them, as they appear on your linked social networking service;
- Information you provide to us from linking your accounts may be stored, processed, and transmitted for fraud prevention and risk assessment purposes.
- the publication and visualization of the information that you provide to the **MiamiXperience/ KRUG USA LLC Group Platform** through this link is subject to your configuration and authorizations in the **MiamiXperience/ KRUG USA LLC Group Platform** and the third-party service.

Third Party Partners and Integrations .

Portions of **MiamiXperience/ Grupo KRUG USA LLC** may link to third-party services, not owned or controlled by **MiamiXperience/ Grupo KRUG USA LLC** , such as Google Maps / Earth . Use of these services is subject to the privacy policies of those providers, such as Google [Maps / Earth Additional Terms of Use](#) , the [Google Privacy Policy](#) (see [is](#) page for more information about how you use Google) and the [Citi Privacy Policy](#) . **MiamiXperience/ Grupo KRUG USA LLC** does not own or control these third parties and when you interact with them, you provide them with your data.

YOUR RIGHTS

You may exercise any of the rights described in this section in accordance with applicable law. On [this page you will find](#) information about requests for data protection rights and how to submit a request. We may ask you to verify your identity and request before processing your request.

Manage your information .

You can access and update some of your personal data through your account settings. If you connected your **MiamiXperience/ Grupo KRUG USA LLC account** to an external service, such as Facebook or Google, you can modify your settings and unlink it from that service in your Account settings. You are responsible for keeping your personal data up to date.

Data access and portability .

In some jurisdictions, applicable law may give you the right to request certain copies of your personal data or information about how we process your personal data, request copies of the personal data you have provided to us in a structured, commonly used and machine-readable format , and/or request that we transmit this information to another service provider (where technically possible).

Data deletion .

In some jurisdictions, you can request that we delete your personal data. Please note that if you request that you remove your personal data or have your account voluntarily suspended, terminated or closed:

- We may retain your personal information as necessary for our legitimate business interests, such as preventing money laundering, detecting and preventing fraud, and improving security. For example, if we suspend a **MiamiXperience / KRUG USA LLC Group account** for fraud or security reasons, we may retain information from that **MiamiXperience / KRUG USA LLC Group Account** to prevent that Member from opening a new **MiamiXperience / KRUG USA Group account. LLC** in the future.
- We may retain and use your personal data to the extent necessary to comply with our legal obligations. For example, **MiamiXperience/ Grupo KRUG USA LLC** and **MiamiXperience/ Grupo KRUG USA LLC Payments** may retain information to comply with tax, legal and auditing obligations.
- Information you have shared with others (for example, Reviews or forum posts) will continue to appear publicly on **MiamiXperience/ KRUG USA LLC Group** , even after your **MiamiXperience/ KRUG USA LLC Group account is terminated** . However, the attribution of such information will be removed. Some copies of your data (for example, records) will remain in our database, but are not associated with personal identifiers.
- Because we take steps to protect data from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited time.

SECURITY

Although no organization can guarantee perfect security, we are continually implementing and updating administrative, technical, and physical security measures to help protect your information from unauthorized access, loss, destruction, or alteration.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this Privacy Policy at any time in accordance with applicable law. If we do, we will post the revised Privacy Policy and update the "Last Updated" date at the top. For material changes, we will also notify you of the change by email at least thirty (30) days prior to the effective date. If you do not agree with the revised version of the Privacy Policy, you can cancel your account. If you do not cancel your Account prior to the effective date of the revised Privacy Policy, your continued access or use of the **MiamiXperience/ KRUG USA LLC Group Platform** will be subject to the revised Privacy Policy.

CONTACT INFORMATION AND RESPONSIBLE ENTITIES OF MIAMIXPERIENCE GRUPO KRUG USA LLC

If you have any questions or complaints related to this Privacy Policy or about the handling of personal information by **MiamiXperience/ Grupo KRUG USA LLC** (i) if you reside in the United States, contact **MiamiXperience/ Grupo KRUG USA LLC** (ii) For payment-related issues, please use the contact information provided on the page. of the Payment Terms of Service and (iii) if you reside outside of the United States, use

the contact information of the person in charge of the person in charge of the treatment that appears on the page from outside the United States.

Copyright Policy

Notice of copyright infringement

MiamiXperience/ Grupo KRUG USA LLC 's policy is, in appropriate circumstances and at its discretion, to disable and/or terminate the account or access of users who repeatedly infringe or are repeatedly accused of infringing the copyrights or other intellectual property rights of third parties. . **MiamiXperience/ Grupo KRUG USA LLC** will respond to claims of copyright infringement committed through the **MiamiXperience/ Grupo KRUG USA LLC website and mobile application** (the “ **Site**” and “**Application** ”)

If you are a copyright owner, or authorized to act on behalf of someone else, you may notify **MiamiXperience/ Grupo KRUG USA LLC** of alleged copyright infringement occurring on the Site or App by completing the following Notice of Alleged Infringement and **submit it** to MiamiXperience / **Grupo KRUG USA LLC** as described below. Upon receipt of the Notice as described below, **MiamiXperience/ Grupo KRUG USA LLC** will take such action as it deems appropriate, at its discretion, including removing the disputed material from the Site and App.

Notice of Alleged Copyright Infringement (“Notice”)

1. Identify the specific copyrighted work that you claim has been infringed or, if this Notice includes multiple copyrighted works, provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is copyright infringing (or to be the subject of unauthorized activity) and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material, including, at a minimum, and if applicable, the URL or link displayed on the Site and Application where such material may be found.
3. Provide your postal address, phone number, and email address if you have one.
4. Include the following two statements in the body of the Notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (for example, as a case of fair use).”
 - “I hereby declare that the information contained in this Notice is true and, under penalty of perjury, that I am the owner, or am authorized to act on behalf of the owner, of the copyright itself or of an exclusive right that is alleged is infringed”.
5. Provide your full legal name and your electronic or written signature.

Host Privacy Policy

Handling of Personal Information of Guests

As a Host, you will receive and use the personal information of Guests to manage reservations and offer the Host Service. Remember that you are responsible for complying with applicable privacy laws when you handle and process personal data. You should only use the personal information you receive through the Platform as necessary to administer reservations, comply with applicable laws, and provide the Host Service. You must not encourage or require Guests to open an account, leave a review, or otherwise interact with a third-party website, application, or service before, during, or after a reservation, unless **MiamiXperience/ Grupo KRUG USA LLC** authorize it.

- the interested parties are the Guests;
- the purpose of the transfer is to enable you to provide the Host Service;
- data categories may include the Guest's full name and profile, the full name of any additional Guest (if entered), the Guest's cancellation history, the Guest's phone number, any other information the Guest chooses to share , and additional information to help coordinate travel, including messages exchanged with the Guest;
- data recipients are any service providers you choose to assist you in providing the Host Services;
- no sensitive data is transferred;
- the frequency of the transfer is subject to the frequency of reservations of your listing(s); and
- the data is kept for the period that you determine is necessary to manage your reservations, comply with applicable laws and offer the Host Service
- service

MiamiXperience Service Fees Krug USA LLC Group

When a reservation is confirmed, we charge a service fee that helps cover the cost of the products and services we offer, such as 24/7 support.

Host fee

Host fee is 15%

This fee is calculated on the reservation subtotal (i.e., price per night plus cleaning fee and additional guest fee, if applicable, excluding MiamiXperience Grupo Krug USA LLC fees and taxes) and is deducted automatically from the host's payment.

VAT charges

Depending on the laws of the applicable jurisdiction, we may add the VAT at the rates mentioned above. The service fee includes VAT where applicable.

Terms for accommodation:

These Host Damage Protection Terms contain an arbitration provision and class action waiver, which apply to all Members in MiamiXperience Krug USA LLC Group . If you reside in the United States, this provision applies to all Members. Disputes with MiamiXperience Group Krug USA LLC If you reside outside of the United States, this provision applies to any action you bring against MiamiXperience Group Krug USA LLC in the United States. This affects how disputes with MiamiXperience Group Krug USA LLC are resolved . By agreeing to these Host Damage Protection Terms, you agree to be bound by this arbitration clause and class action waiver. Please read carefully.

Please read these Host Damage Protection Terms carefully, as they contain important information about your legal rights, remedies, and obligations. By posting a Listing or using the MiamiXperience Grupo Krug USA LLC Platform as a Host, you agree to comply with and be bound by these Host Damage Protection Terms.

Hosts may benefit from the Host Damage Protection program (the “ **Host Damage Protection** ”), which is subject to the exclusions, limitations and other terms and conditions set forth below and as amended from time to time (the “ **Host Protection Terms** ”). **Against Damage to Hosts** ”). These Host Damage Protection Terms apply in conjunction with the Terms of Service MiamiXperience Group Krug USA LLC (“ **Terms** ”) and the Payment Terms of Service of MiamiXperience Grupo Krug USA LLC (“Payment Terms”).

All capitalized terms shall have the meaning set forth in the terms or in the Payment Terms, unless otherwise defined in these Host Damage Protection Terms. If you acknowledge and agree to these Host Damage Protection Terms on behalf of a business or other legal entity, you represent and warrant that you have the authority to bind such business or other legal entity to these Host Damage Protection Terms. Hosts and, in such case, “ **you** ” and “ **yours** ” shall refer to and apply to such company or other legal entity.

Except to the extent permitted by law, these Host Damage Protection Terms will not affect your statutory rights. If you would like a written copy of these Host Damage Protection Terms, please email us.

Damage Protection for Hosts

MiamiXperience Grupo Krug USA LLC agrees to pay you, as a Host, to repair or replace your Covered Property (as defined below) that has been damaged or destroyed as a

result of a Covered Loss (as defined below), subject to the limitations, exclusions, and conditions in the Host Damage Protection Terms.

You must comply with all of the terms and conditions of these Host Damage Protection Terms to be eligible to receive any payment for Covered Losses. If you do not comply with such requirements and conditions, you will not be entitled to recover any Covered Loss. Please read the definitions of “ **Covered Accommodations** ”, “ **Covered Losses** ”, “ **Covered Property** ” and “ **Excluded Property** ” below carefully so that you can identify and protect property that is not covered by Host Damage Protection. .

You acknowledge and agree that you will use your best efforts to contact the Responsible Guest (as defined below) as soon as possible after discovering any material loss or damage to your Covered Property. You must notify MiamiXperience Grupo Krug USA LLC and the Responsible Guest of your claim and attempt to reach an agreement with the Responsible Guest to remedy the loss or damage within fourteen (14) days of the Responsible Guest's departure date. . You can meet this obligation by filing a claim through the MiamiXperience Resolution Center Krug USA LLC Group

You acknowledge and agree that the amount of any Covered Losses you are entitled to receive under Host Damage Protection will be reduced in proportion to the amounts you have already received for the same Covered Losses from a source other than Host Damage Protection, including but not limited to: (i) amounts received under an insurance policy, guarantee or indemnity; (ii) a security deposit; or (iii) payment made directly by the Responsible Guest or Guest (defined below) or other third party or such third party's insurer or guarantor.

II. Definition of Key Terms

The following terms, when capitalized, shall have the meanings ascribed below:

“Actual Cash Value” means the amount it would cost to repair or replace Covered Property that has been damaged or destroyed as a result of a Covered Loss, calculated on the date such Covered Loss occurs, with goods or materials of the same type and quality, and with the corresponding deduction for obsolescence and the amortization of its physical value.

“Host Damage Protection Payment Request Form” means the standard form of MiamiXperience Grupo Krug USA LLC as modified from time to time, which can be accessed through the Resolution Center or by contacting Customer Service directly, which a Host uses to request a payment from MiamiXperience Grupo Krug USA LLC under these Host Damage Protection Terms.

“Loss of Reservation Revenue” means the loss of reservation revenue, suffered by you as a Host, for the reserved portion of a Covered Accommodation as a result of a Covered Loss (pursuant to legitimately confirmed reservations on the MiamiXperience Platform Krug USA Group LLC and in effect prior to the time the Covered Loss occurred). The term Loss of Booking Revenue does not include any one-time expense or loss of booking revenue that occurs during any period in which the Covered

Accommodation cannot be made available for rental for any reason other than a Covered Loss. Booking Revenue Loss will be calculated for the period of time between the time the Covered Loss occurs and the time the Covered Accommodation can be made ready for occupancy in physical and operational condition equal to or equivalent to that existed before the damage occurred.

“Covered Accommodation” means an accommodation located in the Territory that can be used as a residence and that (i) you legally own or control as a Host during the period of the Responsible Guest's stay in said Accommodation, and (ii) is advertised by you on the MiamiXperience Group Platform Krug USA LLC and has been booked by such Responsible Guest in accordance with the Terms. A vehicle (including, without limitation, automobiles, scooters, scooters, and motorcycles) or a watercraft (including, without limitation, boats, yachts, jet skis, and similar vessels) booked through the MiamiXperience Platform Krug USA LLC Group shall constitute a “Covered Lodging” only to the extent that it remains stationary and is used solely for lodging purposes.

“Covered Losses” means and is limited to:

(i) Direct physical loss or property damage to a Host's Covered Property caused by the Responsible Guest or their Guest during a stay at MiamiXperience Grupo Krug USA LLC

(ii) Physical loss or property damage to a Host's Covered Property caused by a pet owned or controlled by the Responsible Guest or a Guest of theirs during a stay at MiamiXperience Grupo Krug USA LLC

(iii) Additional reasonable, customary and unexpected cleaning expenses to clean a Host's Covered Property incurred as a direct result of the presence at the Accommodation of a pet owned or controlled by the Responsible Guest or their Guest during a stay at MiamiXperience Grupo Krug USA LLC

(iv) Additional reasonable, customary, and unexpected cleaning charges to clean a Host's Covered Property as a direct result of the acts of a Responsible Guest or Guest of yours during a stay at MiamiXperience Grupo Krug USA LLC Only cleaning charges will be paid in excess of those paid to or collected by a Host in connection with that reservation.

Covered Losses do not include losses or damages described later in the description of Excluded Losses.

“Covered Property” means, exclusively, the following properties located in or within a 300-meter radius of a Covered Accommodation, to the extent that you have an interest in such properties, unless such property constitutes an Excluded Property (as defined below):

A. Real property, including new buildings and additions under construction located on the site of such Covered Accommodations, in which you have an insurable interest.

B. Personal property that:

- is your property, including your rights as a tenant on the improvements and adaptations to it.
- is not owned by you, but is your responsibility and for which you have an obligation to keep the personal property insured against property damage or loss; or
- is not owned by you, but is your responsibility and for which you have legal responsibility in the event of material loss or damage.

“Excluded Losses” shall have the meaning ascribed to it in section III below.

“Excluded Property” means any of the following properties:

1. Currency, money, precious metals in the form of bullion, bills or securities.
2. Soil, water, or any other substance found in or on the land, although this exclusion does not apply to (i) improvements made to the land such as landscaping, sidewalks, and paved surfaces, not including matter under said property, or (ii) the water contained in any type of closed tank, piping system or any other processing equipment.
3. Animals, including livestock and pets, among others.
4. Trees standing and crops planted.
5. Vessels (including, but not limited to, boats, yachts, jet skis, and similar vessels), aircraft, spacecraft, and satellites. This exclusion of vessels does not apply to any vessel or aircraft constituting a Covered Accommodation unless, at the time of loss, it is in transit or has moved more than 3 meters from its usual fixed location and moves more of 1.6 kilometers per hour.
6. Vehicles (including but not limited to cars, scooters , vespas , and motorcycles). This exclusion does not apply to any vehicle that is a Covered Lodging. However, this exclusion does apply to vehicles that, at the time of loss, are in transit or have moved more than 10 feet from their usual fixed location and are traveling faster than 1 mile per hour.
7. Underground mines, mine shafts, or any property found in said mine or shaft.
8. Dams and levees.
9. Property in transit, except as otherwise provided in these Host Damage Protection Terms.
10. Transmission and distribution lines that extend more than 300 meters away from the Covered Accommodation.
11. Any damage to property that is not in a Covered Accommodation.
12. Real estate owned by someone other than you and not under your responsibility.
13. Weapons, including but not limited to firearms, BB guns, personal defense or deterrent devices such as stun guns or pepper spray, ammunition of any kind, and imitation firearms, except if such weapons are stored and protected , and their presence is communicated, in accordance with the Standards and Expectations of MiamiXperience Grupo Krug USA LLC or other regulations, with the pertinent modifications from time to time.

14. Security cameras and other recording devices, including but not limited to Wi-Fi cameras (e.g. Nest Cam or Dropcam), surveillance cameras, monitor-mounted webcams, baby monitors, surveillance systems of any kind, decibel monitors, and video and audio recording devices or smartphones, unless such devices conform to the Standards and Expectations of MiamiXperience Grupo Krug USA LLC or other regulations, with the corresponding modifications from time to time.

"Artworks" refers to paintings; engravings; printed photographs; picture; hangings; glass or crystal art of great rarity; stained glass windows; valuable carpets; statues; sculptures; antique furniture; antique jewelry; small artistic objects of little value; porcelain and similar goods of great rarity, historical value or artistic merit. "Works of Art" do not include automobiles, coins, stamps, other collectibles, collections, furs, jewelry, gemstones, precious metals, boats, planes, money or securities.

"Invited" means a person who has been invited by a Responsible Guest to come to the Covered Accommodation.

"Limit" means one million United States dollars (1,000,000 USD) or its equivalent in the currency of the place where the Covered Accommodation is located, applying the corresponding exchange rate on the date on which **MiamiXperience / Grupo Krug USA LLC** makes the payment of in accordance with these Host Damage Protection Terms.

"Normal wear" means deterioration of the condition of the property that occurs under normal conditions of use.

"Responsible Guest" means the Guest who booked the Covered Accommodation for the period during which Covered Losses were incurred.

"Territory" refers to countries where MiamiXperience Grupo Krug USA LLC allows Accommodation and Damage Protection for Hosts to be available. Any Territory where Host Damage Protection is not available will be noted on the [Damage Protection for Hosts landing page](#).

III. Limitations and Exclusions

Host Damage Protection covers only Covered Losses and does not cover any of the following (**"Excluded Losses"**):

1. any loss incurred by a Guest or Guest after the end of the reservation duration shown in the relevant Listing.
2. loss or damage to a Covered Property arising from the booking of a Covered Accommodation by a Guest, in excess of the Limit.
3. in the case of Works of Art, the losses or damages suffered by Works of Art that cannot be replaced by others of similar characteristics and quality, as well as the losses or damages that may derive from any repair, restoration or retouching process.

4. any loss, damage, cost or expense of any nature, caused by, related to or derived from, directly or indirectly, any of the following:
 1. Excluded Property;
 2. natural phenomena, including, without limitation, earthquakes and weather events, such as hurricanes and tornadoes;
 3. excessive consumption of electricity, gas, fuel or water or other supplies provided in the Covered Accommodation;
 4. indirect or remote causes;
 5. business interruption, loss of market and/or loss of use, except that Host Damage Protection does cover Loss of Booking Revenue;
 6. loss, damage or deterioration resulting from any delay;
 7. disappearance, loss or mysterious lack of inventory discovered during the preparation of an inventory or any unexplained difference in inventory;
 8. application of any law or regulation (i) regulating the construction, repair, replacement, use or removal of any property, including the removal of debris or (ii) requiring the demolition of any property, including the cost of removing its debris ;
 9. animals, including injuries to animals, veterinary care, lodging, medication and other services related to animals, except for damage caused by pets as defined in subsections (ii) and (iii) of the definition of Covered Losses; or
 10. identity theft or fraudulent use of identity.
5. any loss, damage, cost or expense of any nature caused, directly or indirectly, by any of the following events, regardless of the existence of any other cause or circumstance that may have contributed to it:
 1. any hostile act or act of war, terrorism, insurrection or rebellion;
 2. malicious use or threat of use of toxic chemical or biological substances;
 3. nuclear reaction, radiation or radioactive contamination;
 4. seizure or destruction in accordance with applicable quarantine or customs regulations, or confiscation by order of any public or administrative authority;
 5. smuggling or illegal transportation or trade;
 6. any dishonest act, including, without limitation, any theft by you or any person or entity contracted by you to do anything in connection with the Covered Property, unless such person or entity is a Responsible Guest or Guest and the act in question is carried out without your knowledge; or
 7. lack of electricity supply, fuel, water, gas, steam, refrigerant, sewage, telephone or internet services due to causes attributable to external factors.
6. the following conditions:
 1. manufacturing, material, construction or design defects for any reason;
 2. deterioration, shrinkage, oxidation, corrosion or erosion, intrinsic defects or hidden defects;
 3. Normal Wear and Tear;

4. settling, cracking, shrinking, bulging, or swelling of foundations, floors, pavements, walls, ceilings, or roofs;
5. changes in temperature or relative humidity; or
6. damage caused by insects, animals or pests except for damage caused by pets as described in subsections (ii) and (iii) of the definition of Covered Losses;

provided that any physical damage that is caused by any of the conditions listed above will be covered by Host Damage Protection unless excluded under the Host Damage Protection Terms.

7. any losses, damages, claims, costs, expenses or other amounts directly or indirectly related to the existence of mold, fungi, spores, viruses, bacteria or other microorganisms of any type, class or nature, including, without limitation, any substance whose presence poses a real or potential threat to human health. This exclusion will apply even if there is (i) any physical loss or material damage to the Covered Property; (ii) any hazard or cause covered by this Protection, whether or not contributing simultaneously or in any sequence; (iii) any loss of use, occupancy or functionality; or (iv) the need to carry out any action, including, without limitation, a repair, replacement, removal, cleaning, reduction, disposal, relocation or adoption of timely measures to resolve any health incident or legal problem. This exclusion does not apply to reasonable, customary and unexpected additional cleanup costs as described in subsections (iii) and (iv) of the definition of Covered Losses.
8. any fees that a Host may charge a Guest for additional persons invited or permitted to access the Covered Accommodation that are not included in the Guest's reservation of such Covered Accommodation.
9. Costs arising from the loss, loss of use, damage, corruption, inability to access, or inability to tamper with, any and all Electronic Data will not be paid. “**Electronic Data**” means information, data or programs, stored as or in, created or used in, or transmitted to or from any Electronic Media. “Electronic Media” means computer programs, including computer systems and applications, hard or diskette drives, CD-ROMs, tapes, drives, cells, data processing devices, or any other media used with electronically controlled equipment.
10. any loss or damage that cannot be recovered from the Responsible Guest and/or Guest under the Terms of MiamiXperience Grupo Krug USA LLC

IV. Host Damage Protection Terms

In order to receive payments under these Host Damage Protection Terms, you must meet each of the following conditions. If you do not comply with them, you will not be entitled to recover any Covered Loss. In all cases, it will be your responsibility to demonstrate that you have complied with the following conditions.

You must have incurred Covered Losses.

You must inspect the applicable Covered Accommodation to determine if there is any physical loss or damage to any Covered Property, and you must notify MiamiXperience

Grupo Krug USA LLC and the Responsible Guest of your claim and attempt to resolve the loss or damage with the Responsible Guest within fourteen (14) days from the Guest's departure date. You can meet this obligation by filing a claim through the MiamiXperience Resolution Center Krug USA LLC Group

You must not have misrepresented any fact or committed fraud or any other dishonest or deceptive act in connection with the reservation of the Covered Property or the preparation or submission of any past or present request for payment under the Damage Protection Terms for hosts. Any misrepresentation, fraud, dishonest or deceptive act on your part, at any time, will result in denial of all pending payment requests under the Host Damage Protection Terms and immediate termination of these Protection Terms. against Host Damages to the extent they relate to you, notwithstanding Section VII below.

Whenever a Covered Property is damaged or destroyed due to a breach of law or theft, or a criminal act or misdemeanor, and you submit a Host Damage Protection Payment Request Form, you must submit a report or police report containing such Covered Property and deliver a copy of such report or complaint to MiamiXperience Grupo Krug USA LLC, and you must certify that such copy is a true and accurate copy.

must provide MiamiXperience Grupo Krug USA LLC with proof of ownership or legal responsibility for the Covered Property, in the form of receipts, photographs, videos, documents, or other customary forms of evidence (including, but not limited to, appraisal or appraisal forms or notices directed to you) certified by you as true and correct and reasonably acceptable to MiamiXperience Grupo Krug USA LLC

Within thirty (30) days of a Covered Loss, you must (i) complete and submit a Host Damage Protection Payment Request Form and (ii) provide us with a signed proof and affidavit of loss, unless we grant you an extension of that period in writing. The proof of loss must express your knowledge and understanding regarding the following:

- The time, cause, and source of the Covered Loss, as well as evidence of such loss through receipts, photographs, videos, documents, and other verifiable forms of proof.
- The title, lease or other interest that you and other parties may have in the Covered Property for which the Covered Loss is claimed.
- The Actual Cash Value and replacement value of each item of Covered Property, as well as the amount of such loss or damage for each item of Covered Property.
- All liens, liens, mortgages, warranties and other insurance contracts, regardless of their validity, covering the Covered Property that is the subject of the Covered Loss.
- Any change in the title, use, occupancy, location, possession or risks of the Covered Accommodation since the date of the Listing.
- The identity and other known information about the Responsible Guest, any Guests and other parties present at or using the Covered Accommodations where the Covered Property for which the Covered Loss is claimed is located on the date the Covered Loss occurred, and the purpose for which such Covered

Accommodation was being used by the parties on such date and if it was located on leased land at that time.

- The date you contacted the Responsible Guest to request payment for the loss you are claiming, and the date the Responsible Guest refused or failed to make payment for the loss.

Along with the signed and sworn proof of loss described above, you must provide MiamiXperience Grupo Krug USA LLC with all information that MiamiXperience Grupo Krug USA LLC may reasonably request to determine the Actual Cash Value with respect to the Covered Property, including: the original purchase price of the Covered Property, the date the Covered Property was purchased, the condition of the Covered Property and the estimated cost to repair or replace the Covered Property.

You must (i) protect and preserve the damaged Covered Property from future loss or damage; and (ii) promptly separate damaged Covered Property from intact Covered Property; place it in the best possible order, and provide a complete inventory of lost, destroyed, damaged and intact property showing in detail the amounts, costs, Actual Cash Value, and amount of loss claimed.

You must, as often as may be reasonably required by **MiamiXperience / Grupo Krug USA LLC** or its delegates, (i) show all that remains of any damaged Covered Property and sign the written documents of the inspections; (ii) present for examination all account books, business documents, receipts, invoices and vouchers (either originals or certified copies if the originals have been lost); and (iii) allow extracts to be issued and copies to be made by mechanical means of the aforementioned documents.

must allow MiamiXperience Grupo Krug USA LLC or its delegate(s) to conduct inspections of the Covered Property at any reasonable time. However, the right to conduct inspections, the conduct of inspections, and any analysis, advice, or inspection report shall not constitute a guarantee that MiamiXperience Group Krug USA LLC or MiamiXperience Group Krug USA LLC's insurer will determine or warrant that the Covered Property damaged is safe or in good condition. We shall have no liability to you or any other person for any inspection or lack of inspection.

You shall cooperate with MiamiXperience Grupo Krug USA LLC, and such cooperation shall include signing any documents and responding in a timely manner to any reasonable request for additional information or documentation that MiamiXperience Grupo Krug USA LLC or its delegates may require or request to process the Application Form. applicable Host Damage Protection Payment Fee.

With respect to a Covered Property subject to a loan, mortgage, or other security interest, you must notify your lender/creditor in writing of any loss in excess of fifty thousand United States dollars (\$50,000) and provide MiamiXperience Grupo Krug USA LLC a copy of such notice. If the lender/creditor advises you that the lender/creditor is requesting insurance benefits and/or reimbursement for the loss, you must inform MiamiXperience Grupo Krug USA LLC in writing of the lender/creditor's request and submit a written copy of the request. request to MiamiXperience Grupo Krug USA LLC and provide any additional information to allow MiamiXperience Grupo Krug USA LLC

to communicate directly with the lender. If such loss is determined to be a Covered Loss, we will pay the lost benefits to the lender up to the value of the mortgage (subject to the exclusions, limitations and other conditions of this document) and we will not pay you until your monetary obligations for the lender/creditor have been satisfied. This condition will apply in accordance with the applicable legislation in your jurisdiction.

You will have full rights to possession and control of the damaged Covered Property if adequate testing is done to show that the property is physically damaged. You, using reasonable judgment, will decide whether the physically damaged Covered Property can be reused or sold. If you determine that the Covered Property is unfit for further use or sale, the property will not be sold or otherwise disposed of except by you or with your consent. The proceeds from the sale or disposition of the Covered Property will be delivered (i) to the insurer of **MiamiXperience / Krug USA LLC Group** at the time of settlement of the Covered Loss, or (ii) to you, if the proceeds from said sale or disposal are received prior to settlement of the Covered Loss and such proceeds will reduce the amount of Covered Loss you receive.

V. Disposition of Host Payment Requests

Host Damage Protection Payment Request Form

MiamiXperience Grupo Krug USA LLC will complete the processing of any Host Damage Protection Payment Request Form that you submit within a reasonable period of time from the date you have (a) completed and submitted a Host Damage Protection Payment Request Form. Request for Payment of Damage Protection for Hosts, and (b) provided MiamiXperience Grupo Krug USA LLC with all the information and documentation that it is required to provide to comply with the conditions established in the "Conditions of Damage Protection for Hosts" indicated above. In any event, we will use commercially reasonable efforts to process your Host Damage Protection Payment Request Form within three (3) months from the time we receive such documents and information. If you receive an Approved Payment Request (as defined below), as a condition of receiving payment under Host Damage Protection, you must sign and deliver to MiamiXperience Grupo Krug USA LLC the "**Agreement of Host Damage Protection Approved Payment Request**", whereby you agree to the following:

1. assign to MiamiXperience Grupo Krug USA LLC or its insurer any right or action to repair damages to which it is entitled to recover the amounts that have been paid to it in connection with an Approved Payment Request (as defined below) by the Responsible Guest or a Guest or by any other party that is financially responsible for the Covered Losses that are the subject of the Approved Payment Request;
2. reasonably cooperate with us, including, at our request, appearing as a witness in any court, arbitration or similar proceeding, if we seek to recover the amount that would have been paid to you in connection with the Payment Request Approved by the Responsible Guest or by a Guest or any other third party;

3. and hold harmless MiamiXperience Grupo Krug USA LLC, its insurer, and all officers, directors, employees, contractors, and agents of MiamiXperience Grupo Krug USA LLC from any further liability or obligation with respect to the facts and circumstances of the matters and the incident registered on the Host Damage Protection Payment Request Form;
4. if requested, treat as “confidential information” the amount of any payment made under Host Damage Protection; and
5. reimburse us for any amount in excess of the Covered Loss on the Approved Request for Payment as a result of a system or payment processing error.

The time it takes to process any Host Damage Protection Payment Request Form you submit will depend on, among others, the following factors: (i) the amount of the payment you request for the Covered Loss; (ii) the location of the Covered Accommodations; (iii) the nature of the Covered Property and the nature of the Covered Losses; (iv) the completeness and type of information and documentation you provide to MiamiXperience Grupo Krug USA LLC regarding Covered Losses; and (v) the number of Host Damage Protection Payment Request Forms currently being processed for other Hosts.

Payment Request Approved

If you have submitted a Host Damage Protection Payment Request Form and such payment request is approved in whole or in part for a Covered Loss (such approved payment request being defined as an “ **Approved Payment Request** ”), you will receive the amount corresponding to the Covered Loss as calculated by MiamiXperience Grupo Krug USA LLC or its delegates. The process for calculating such Covered Losses in the “Determination of Covered Loss Amount” section is described below. You will receive notice from MiamiXperience Grupo Krug USA LLC and, as a condition of payment, you must then provide MiamiXperience Grupo Krug USA LLC with a completed and signed Approved Request for Payment Agreement. MiamiXperience Grupo Krug USA LLC may use third party service providers to assist with the processing of Host Damage Protection Payment Request Forms and MiamiXperience Grupo Krug USA LLC or its delegates may use third party service providers to assist with investigation and adjustment of related payment requests.

For an Approved Payment Request that includes Covered Losses for Covered Property owned by a third party, we reserve the right, in our sole discretion, to pay all or a portion of the covered amount in such Approved Payment Request to either you or directly to the owner of such Covered Property. If payment under Host Damage Protection of any or all of the amount is made directly to the owner of such Covered Property, you agree that such payment will be treated for all purposes related to the Approved Payment Request as if it had been made to you. been paid to you directly, and you also agree to be solely responsible for collecting from the owner of such Covered Property the portion of such payment to which you believe you are legally entitled. For the avoidance of doubt, your indemnification obligations set forth below in the paragraph entitled “Indemnification” will apply to claims arising out of any

payments made under Host Damage Protection, including, without limitation, any payments made directly to the owner of any Covered Property.

Determination of Amount of Covered Loss

The amount of the Covered Losses will be calculated from the date of the loss, at the location of the loss and will not exceed the interest you have in them, subject to the following conditions:

1. In the case of exhibited films, recordings, manuscripts, drawings and Electronic Media, the blank value plus the cost of copying the information from backup copies or originals of a previous generation. Costs of research, engineering, or restoration or recreation of lost Electronic Data or information will not be paid.
2. For Works of Art, the lesser of the following amounts (i) the reasonable and necessary cost to repair or restore said property to the physical state in which it was found on the date of loss; (ii) the replacement cost of the item; and (iii) the current appraised value. If the Artwork is part of a pair or set, you will not receive any payment (1) for the cost of replacing any undamaged or remaining items that are part of such pair or set, (2) for an amount greater than that of the part that the lost or damaged element represents with respect to the insured value of the pair or set or (3) for the cost derived from the replacement or repair of any undamaged part of the Works of Art that are part of a pair, assembly or kit or are part of a common design or function when the loss or damage is limited to a clearly identifiable area or to a specific part.
3. For all Covered Property (except as described in paragraphs 1 and 2 above), the amount of the loss will be the lesser of (i) the Actual Cash Value; (ii) the cost of repairing such damaged Covered Property; (iii) the cost of rebuilding or replacing such damaged Covered Property in the same location with new materials of similar size, type and quality; (iv) the cost of reconstruction, repair or replacement in the same or another location, but not to exceed the size and operating capacity that existed on the date of the Covered Loss; or (v) the cost of replacing irreparable mechanical or electrical equipment, including computer equipment and Electronic Media, with equipment that is as similar as possible from the functional point of view to the damaged or destroyed equipment, even if said equipment has technological advantages and/or or represent an improvement in its function and/or are part of a system improvement program.
4. Any amount of any Covered Loss payable under Host Damage Protection will be reduced by the amount already paid to you or your benefit by a Responsible Guest, Guest or other source (such as an insurer, guarantor or other responsible party) for the same Covered Loss.
5. Covered Losses will be paid in the currency of the United States of America unless, in the sole discretion of MiamiXperience Grupo Krug USA LLC, you choose to pay losses in a different currency. If currency conversions are required, we will use a general exchange rate, known as the basic exchange rate, for currency conversion using data from one or more third parties, such as OANDA (www.oanda.com).

6. Any amount of any Covered Loss payable under Host Damage Protection will not exceed the amount that you, as a Host, could otherwise recover from the Guest or Responsible Guest.

Host Damage Protection is not an insurance policy. To the extent you desire protection beyond Host Damage Protection, MiamiXperience Grupo Krug USA LLC strongly recommends that you purchase insurance that covers you and your property for losses caused by Guests or Guests of Guests. in the event your loss is not covered by the Host Damage Protection Terms.

SAW. Acknowledgments and agreements by the Host

You acknowledge and agree that:

- Host Damage Protection is a guarantee of, and is contingent upon, the Responsible Guest's primary obligation to pay you, as a Host, to repair or replace Covered Property damaged or destroyed as a result of a Covered Loss.
- Host Damage Protection is subject to your exercising the rights and remedies you have against the Guest or Responsible Guest, or against any other party that is financially responsible for the Covered Loss.
- Any amount MiamiXperience Grupo Krug USA LLC pays you under these Host Damage Protection Terms will not exceed the amount you, as a Host, are entitled to recover from the Responsible Guest.
- MiamiXperience Grupo Krug USA LLC offers Hosts the Host Damage Protection benefits described herein exclusively for the purpose of promoting the use of the MiamiXperience Grupo Krug USA LLC Platform, building customer loyalty and reinforcing customer confidence. regarding the use of the MiamiXperience Platform Grupo Krug USA LLC
- These Host Damage Protection Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and are not a substitute for insurance that you have purchased or that you may purchase. Additionally, these Host Damage Protection Terms do not constitute a contract for insurance services as defined in an insurance policy under ISO clauses or under a homeowner's or renter's policy.
- The benefits provided under these Host Damage Protection Terms are solely as set forth in the paragraph above entitled "Host Damage Protection" and you may not assign or transfer such benefits, including without limitation , any transfer or assignment by operation of law or in connection with your divorce or death.
- MiamiXperience Grupo Krug USA LLC and/or its insurer reserve the right to independently investigate (or retain an independent investigator), at their sole discretion and expense, the facts and circumstances of a request for payment set forth in any Request Form. Request for Host Damage Protection Payment that you submit to MiamiXperience Grupo Krug USA LLC, regardless of whether you have submitted all the information and documentation that you are required to provide to MiamiXperience Grupo Krug USA LLC to comply with the

conditions set forth in the Section IV above titled “Terms of Damage Protection for Hosts”.

You acknowledge and agree that if you submit a claim under Host Damage Protection, you consent to MiamiXperience Grupo Krug USA LLC reading all communications between you and the Alleged Responsible Guest through the MiamiXperience Grupo Krug USA Platform. LLC

MiamiXperience Grupo Krug USA LLC reserves the right, at any time, to offset or deduct from amounts payable or paid by MiamiXperience Grupo Krug USA LLC to you under these Host Damage Protection Terms , any amounts you may have in your possession, or subsequently receivable, from any other person or entity that is obligated to compensate you for your losses or damages.

Because these Host Damage Protection Terms constitute a warranty agreement, the release theory applies. Therefore, if the Covered Property in question or the risk associated with such Covered Property materially changes, MiamiXperience Grupo Krug USA LLC shall have the right of release with respect to any potential warranty obligation under these Host Damage Protection Terms. .

You acknowledge and agree that MiamiXperience Grupo Krug USA LLC has the right, at its discretion, to deny payment in whole or in part under these Host Damage Protection Terms if you fail to comply, at any time, with their obligations established in the terms, the Payment terms and our Policies and Standards.

VII. Modification or Termination of Host Damage Protection Terms

To the extent permitted by applicable law in your jurisdiction, MiamiXperience Grupo Krug USA LLC reserves the right to modify or terminate these Host Damage Protection Terms, at any time, in its sole discretion.

If MiamiXperience Grupo Krug USA LLC terminates these Host Damage Protection Terms, MiamiXperience Grupo Krug USA LLC will notify you by email at least thirty (30) days prior to such termination and MiamiXperience Grupo Krug USA LLC will continue to process all Host Damage Protection Payment Request Forms you submitted prior to the effective date of termination, but your right to submit any new Host Damage Protection Payment Request Forms will terminate immediately.

If MiamiXperience Grupo Krug USA LLC modifies these Host Damage Protection Terms, we will post the modification on the **MiamiXperience / Grupo Krug USA LLC Platform** at MiamiXperience Grupo Krug USA LLC will continue to process all Host Damage Protection Payment Request Forms that you submitted prior to the effective date of the amendment.

in addition to and without limiting the rights of MiamiXperience Grupo Krug USA LLC set forth in the immediately preceding paragraph, MiamiXperience Grupo Krug USA LLC reserves the right to modify or terminate these Host Damage Protection Terms generally or in any jurisdiction, at any time and in its sole discretion, if: (i) these Host

Damage Protection Terms are construed as an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental authority or regulatory body in any jurisdiction; (ii) MiamiXperience Grupo Krug USA LLC is required to obtain a license or permit of any kind to continue to offer these Host Damage Protection Terms in any jurisdiction; or (iii) MiamiXperience Grupo Krug USA LLC determines, or a court or arbitrator holds, that the provisions of these Host Damage Protection Terms violate applicable law. If MiamiXperience Krug Group USA LLC modifies or terminates these Host Damage Protection Terms in accordance with the foregoing, MiamiXperience Krug Group USA LLC will process all Host Damage Protection Payment Request Forms that you submit before or until the effective date of such modification or termination unless such processing is prohibited by law, regulation, ordinance, order or decree of any governmental or other authority.

The current version of the Host Damage Protection Terms will be available through the Site and App. The relevant version is the one in effect on the date MiamiXperience Grupo Krug USA LLC receives the Host Damage Protection Payment Request Form.

VII. surrogacy

MiamiXperience Grupo Krug USA LLC and/or its insurer have the right to subrogate against any person or entity alleged to be responsible for the loss or damage in question, which may include any and all rights that you, as a Host, may have against the Responsible Guest, a Guest or any other third party in accordance with the Terms of MiamiXperience Grupo Krug USA LLC. Furthermore, you hereby warrant that, with respect to any payment made pursuant to Host Damage Protection, by or on behalf of MiamiXperience Grupo Krug USA LLC, you will fully assist and cooperate with MiamiXperience Grupo Krug USA LLC in connection with to any and all efforts to obtain surrogacy.

IX. Disclaimers and Limitations of Liability

If you choose to use the MiamiXperience Grupo Krug USA LLC Platform as a Host, you do so at your own risk. Host Damage Protection is provided “as is”, without warranty of any kind, either express or implied.

You acknowledge and agree that, to the fullest extent permitted by law, you assume the entire risk arising from your access to and use of the MiamiXperience Grupo Krug USA LLC Platform and your listing of any Accommodations through the Platform. MiamiXperience Group Krug USA LLC . Neither MiamiXperience Grupo Krug USA LLC nor any other party involved in the creation, production, or delivery of the MiamiXperience Grupo Krug USA LLC Platform shall be liable for any indirect, special, exemplary, or consequential damages, including lost profits, lost data, or lost data. for goodwill, interruption of service, computer damage or system failure, or any damages for (1) personal or bodily injury or emotional distress arising out of or in connection with these Host Damage Protection Terms, (2) the use or inability to use the MiamiXperience Grupo Krug USA LLC Platform , (3) any communication, interaction or meeting with other users of the MiamiXperience Grupo Krug USA LLC Platform or others with whom you communicate or interact as a result of your use of

the Platform MiamiXperience Grupo Krug USA LLC or (4) your advertisement of any Accommodation through the MiamiXperience Grupo Krug USA LLC Platform . MiamiXperience Grupo Krug USA LLC shall not be liable for any of the damages described above, whether based on warranty, contract, tort (including negligence), product liability, or other legal theory, and whether or not reported to MiamiXperience Grupo Krug USA LLC from the possibility of such damage, even if any limited remedy to which you are entitled and set forth herein is found to have failed of essential purpose.

Except for MiamiXperience Group Krug USA LLC 's obligations to pay you certain amounts in connection with an Approved Payment Request under these Host Damage Protection Terms, in no event shall MiamiXperience Group 's entire liability Krug USA LLC arising out of or in connection with (a) these Host Damage Protection Terms; (b) your use or inability to use the MiamiXperience Grupo Krug USA LLC Platform , including, but not limited to, posting an Ad, (c) any Accommodations, and (d) your interactions with other Members, will exceed the amounts paid to you by MiamiXperience Grupo Krug USA LLC in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (\$100) if no payment has been made, as applicable. The limitations on damages set forth above are fundamental elements of the contract between MiamiXperience Grupo Krug USA LLC and you. Some jurisdictions do not allow the exclusion of certain limitations of liability and therefore the above limitations may not apply to you. If you reside outside of the United States, this does not affect the responsibility of MiamiXperience Grupo Krug USA LLC for death or personal injury resulting from its negligence, or for fraudulent misrepresentation, material misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

Dispute Resolution and Arbitration Agreement.

Validity. This Arbitration Agreement is only valid for Members residing or established in the United States. If your country of residence or establishment is not the United States, and yet you attempt to bring any legal claim against MiamiXperience Grupo Krug USA LLC in the United States, this Agreement to Arbitrate shall apply to determine the prior question of whether this Section X applies to you and all other boundary determinations, including residency, arbitrability , applicable law and jurisdiction.

General Description of the Dispute Resolution Process. MiamiXperience Grupo Krug USA LLC is committed to participating in a consumer-friendly dispute resolution process. To do this, these Host Damage Protection Terms provide for a two-part process for individuals to whom this Section X applies: (1) an informal negotiation directly with the MiamiXperience Krug USA Group customer service team LLC (described in Section X.3, below) and, if necessary, (2) binding arbitration administered by the American Arbitration Association (“AAA”). MiamiXperience Grupo Krug USA LLC and you retain the right to seek action in small claims court as an alternative to arbitration.

Notice and Mandatory Resolution of Pre-Arbitration Disputes. At least 30 days before initiating an arbitration proceeding, you and **MiamiXperience Grupo Krug USA LLC** agree to notify the other party in writing of the subject matter of the dispute and to attempt in good faith to negotiate an informal resolution. You must mail your dispute notice to **MiamiXperience / Grupo Krug USA LLC** to the agent to receive service from MiamiXperience. **Grupo Krug USA LLC:** For its part, MiamiXperience Grupo Krug USA LLC will send your notification of the dispute to the email address associated with your MiamiXperience Grupo Krug USA LLC account. The notice of the subject of the dispute must include: name and preferred contact information, a brief description of the dispute and the requested remedy. If the parties are unable to resolve the dispute within the 30-day period, only then may either party initiate arbitration by submitting a written Request for Arbitration (available at www.adr.org) to the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).

Arbitration Agreement. You and **MiamiXperience Grupo Krug USA LLC** mutually agree that any conflict, claim, or dispute arising out of or in connection with these Host Damage Protection Terms or the applicability, breach, termination, validity, enforceability, or interpretation thereof, or any use of the **MiamiXperience Grupo Krug USA LLC Platform**, Host Services, or Content (collectively, the “Disputes”) will be resolved by binding arbitration (the “Arbitration Agreement”). If there is a dispute as to whether or not this Agreement to Arbitrate is enforceable or applicable to our Dispute, you and MiamiXperience Grupo Krug USA LLC agree that the arbitrator will decide such issue.

Exceptions to the Arbitration Agreement. You and MiamiXperience Grupo Krug USA LLC each agree that the following causes of action and/or claims for compensation constitute exceptions to the Agreement to Arbitrate and shall be brought through a judicial proceeding in a court of competent jurisdiction (as set forth in Clause 22 of the Terms): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of copyrights, trademarks, trade secrets, patent rights and other intellectual property rights of one of the parties; (ii) any claim or cause of action seeking injunctive relief based on urgent circumstances (such as imminent danger or the commission of a crime, hack, cyber attack); (iii) a request for the appeal of public precautionary measures; or (iv) any individual claim of sexual assault or sexual harassment arising out of your use of the MiamiXperience Grupo Krug USA LLC Platform or the Host Services. MiamiXperience Group Krug USA LLC and you agree that the public injunctive relief will continue after arbitration with respect to all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to Section 3 of the Federal Arbitration Law.

Arbitration Rules and Applicable Law. This Arbitration Agreement reflects an interstate commerce transaction and, therefore, the Federal Arbitration Act will govern the interpretation and enforcement of this provision in its procedural and substantive aspects. The arbitration will be administered by the AAA in accordance with the Consumer Arbitration Rules (Consumer Arbitration Rules) and/or other applicable AAA arbitration rules (“AAA Rules”) in effect at the time, except as modified herein. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a

complete written demand must be submitted (available at www.adr.org) with the AAA and must be provided to the other party, as specified in the AAA rules.

AAA Rule Modification - Arbitration Hearing/Location. In order to make the arbitration as convenient as possible for you, MiamiXperience Grupo Krug USA LLC agrees that any hearing required for the arbitration may be held, at your option: (a) in the county in the United States where you reside; (b) in the county of San Francisco; (c) by telephone or video conference, or (d) if all parties agree, solely by submitting documents to the arbitrator.

Amendment to the AAA Rules - Attorney Fees and Costs. The arbitration fees and your share of the arbitrator's compensation will be governed by the AAA Rules and, where applicable, will be limited by the AAA Consumer Rules. If the arbitrator determines that such costs are excessive, MiamiXperience Grupo Krug USA LLC will pay all arbitration fees and expenses. Either party may request that the arbitrator order the payment of attorneys' fees and costs by proving that the other party filed a claim, counterclaim or defense that is unfounded in fact or law, filed in bad faith or with claims of harassment, or is otherwise frivolous, as permitted by applicable law and the AAA Rules.

Arbitration Decision. The arbitrator's decision shall include the essential determinations and conclusions on which the arbitrator has based the award. The execution of the arbitration award may be requested before any competent court. The arbitrator may award any relief permitted by law or the AAA Rules, but declaratory or injunctive relief may only be awarded on an individual basis and only to the extent necessary to provide relief justified by plaintiff's individual claim.

Jury trial waiver. Both you and MiamiXperience Grupo Krug USA LLC waive the right to a jury trial in connection with all Arbitrable Disputes.

Exclusion of Class Actions and Representative Proceedings. To the extent permitted by law, you and MiamiXperience Grupo Krug USA LLC waive the right to participate as plaintiffs in class or class actions, class arbitrations, private attorney general lawsuits, or any other representative or class proceeding. Unless the parties agree otherwise in writing, the arbitrator may not consolidate more than one claim brought by one person nor may the arbitrator otherwise preside over any form or class of representative proceeding. In the event that a final judicial resolution declares that the current legislation opposes the waiver contained in this section with respect to any claim, matter or claim, said claim, matter or claim, and only it, will be separated from this arbitration agreement and will be submitted to the competent court. If the "private attorney general action" waiver or "representative proceeding" waiver in this section remains unenforceable or unenforceable with respect to any dispute, those waivers may be severed from this arbitration agreement and you and MiamiXperience Group Krug USA LLC agree that any attorney general claims and representative claims in the dispute will be stayed, pending resolution of any arbitrator claims in the dispute in individual arbitration.

Divisibility. Except as provided in Clause X.11, in the event that any part of this Arbitration Agreement is found to be illegal or unenforceable, that provision will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

Changes in the Arbitration Agreement. In the event that MiamiXperience Grupo Krug USA LLC modifies this Clause X after the date on which you last accepted these Terms (or accepted any subsequent change to these Terms), you may reject said change by means of an written notice (including by email) within thirty (30) days of the effective date of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any prior agreement to arbitrate any dispute between you and MiamiXperience Grupo Krug USA LLC (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable. As to any Dispute between you and MiamiXperience Grupo Krug USA LLC

Survival. Except as provided in Clause X.12 and subject to Clause 13.6, this Clause X will survive the termination of these Terms and will continue to apply even if you stop using the MiamiXperience Grupo Krug USA LLC Platform or terminate your MiamiXperience Krug USA LLC Group Account

General disposition

Compensation

You agree to release, defend, indemnify and hold harmless MiamiXperience Grupo Krug USA LLC and its affiliates and subsidiaries, and their officers, directors, employees and agents in peace and safe in relation to any claim, liability, damage, loss and expense, which includes, without limitation, reasonable legal and accounting fees arising out of or in connection with Host Damage Protection and these Host Damage Protection Terms.

If you rent (rather than own) the Accommodation that you advertise as Covered Accommodation, the section immediately above applies specifically to any dispute that may arise between you and the owner of the Accommodation. You are solely responsible for obtaining the Landlord's permission to list the Accommodation with MiamiXperience Group Krug USA LLC and complying with the limits of any permission granted.

Entire Agreement

These Host Damage Protection Terms constitute the entire and exclusive understanding and agreement between MiamiXperience Grupo Krug USA LLC and you regarding Host Damage Protection and these Host Damage Protection Terms supersede and supersede all and any prior agreements, written or oral, between MiamiXperience Grupo Krug USA LLC and you regarding Host Damage Protection.

Assignment

You may not assign or transfer these Host Damage Protection Terms, by operation of law or otherwise, without the prior written consent of MiamiXperience Grupo Krug USA LLC. Any attempt by you to assign or transfer these Host Damage Protection Terms, without such consent, will be null and void and of no effect. MiamiXperience Grupo Krug USA LLC may assign or transfer these Host Damage Protection Terms, in its sole discretion, without restriction. Your right to terminate the Contract with MiamiXperience Grupo Krug USA LLC will not be affected. Subject to the foregoing, these Host Damage Protection Terms shall be binding upon and inure to the benefit of the parties, their successors and authorized assigns.

Notices

Except as otherwise provided, any notice or other communication to Members that is permitted or required under this Agreement will be in writing and delivered by MiamiXperience Grupo Krug USA LLC by email, notice on the MiamiXperience Grupo Krug USA LLC platform or by messaging service (including SMS and WeChat). For notices to Members residing outside of Germany, the date of receipt shall be deemed to be the date on which MiamiXperience Grupo Krug USA LLC transmits the notice.

Applicable Law and Jurisdiction

These Host Damage Protection Terms shall be construed in accordance with Sections 22 and 25 of the Terms.

Waiver and Severability

The failure of MiamiXperience Grupo Krug USA LLC to enforce any right or provision of these Host Damage Protection Terms will not constitute a waiver of future enforcement of such right or provision. The waiver of said right or provision will only be effective if it is made in writing and signed by a duly authorized representative of MiamiXperience Grupo Krug USA LLC. Except as expressly provided in these Host Damage Protection Terms, the exercise by either party of any remedy to which it is entitled under these Host Damage Protection Terms, it will be without prejudice to all other remedies to which you are entitled under these Host Damage Protection Terms or otherwise. If, for any reason, an arbitrator or a court of competent jurisdiction determines that any provision of these Host Damage Protection Terms is invalid or unenforceable, that provision will be enforced to the fullest extent permissible and the other provisions of these Host Damage Protection Terms will remain in full force and effect.

XII. How to contact MiamiXperience Grupo Krug USA LLC

If you have any questions about the Host Damage Protection Terms [email us at info@miami-xperience.com](mailto:info@miami-xperience.com)

TERMS AND CONDITIONS OF AGENTS, INFLUENCERS, AMBASSADORS OR ANY THIRD PARTY

Agent, also known as an Independent Contractor, is retained by Miami Xperience / Grupo KRUG USA LLC as a self-employed businessperson to sell car and boat rental services, lodging and experiences to the public on behalf of **Miami Xperience / KRUG USA LLC Group**

Independent Contractor agrees to be fully responsible for complying with all federal, state, and local laws in connection with the performance of its responsibilities, including, but not limited to, the payment of any federal, state, or other estimated income taxes or local, and payment of applicable charges for social security, FICA and worker's compensation. **Miami Xperience / Grupo KRUG USA LLC** shall not be responsible for the payment or retention of such items in connection with the services provided by the Independent Contractor under this Agreement. Independent Contractor agrees to indemnify and hold **Miami Xperience / KRUG USA LLC Group** **harmless** for any failure by Independent Contractor to properly pay federal, state, or local income taxes (including estimated tax payments) and file returns. in connection therewith, or to pay social security, FICA, or worker's insurance. compensation.

Independent Contractor Obligations

The Independent Contractor shall not solicit or divert, or attempt to solicit or divert, at any time, either by himself or through others, clients, clients, sales, reservations or business of **Miami Xperience / KRUG USA LLC Group** to, or for, any other yacht charter/water sports company, or other entity or individual, either during the term of the business relationship or after termination of the Independent Contractor for a period of 6 months. The Independent Contractor shall not, at any time, by himself, or through, or with the assistance of an assistant of others, take, misappropriate or misuse any client list, name, file, book , registration or account or other confidential information. customer data used in or in the business of **Miami Xperience / Grupo KRUG USA LLC**. These items are and will remain the property of **Miami Xperience / KRUG USA Group LLC**

Independent Contractor Compensation

As compensation for the services provided by the Agent pursuant to this consent, the Independent Contractor shall be entitled to a booking/sales commission as follows:

IN GENERAL.

The independent Contractor shall be entitled to ten percent **10% WHEN LOGGED IN WITH A USER ON THE MIAMIXPERIENCE GRUPO KRUG USA LLC PLATFORM HAS MADE DIRECT SALES IN HIS NAME AND USER.** The independent contractor will be entitled to **5%** when referring services to **Miami Xperience Grupo Krug USA LLC** through the "**COUPONS**" system associated with its user.

All expenses related to these reservation sales will be borne by the Independent Contractor, unless otherwise agreed in writing and signed by the parties.

Expenses The independent contractor must provide their own business supplies and be responsible for their own expenses. The Independent Contractor will provide its own business cards and other marketing materials and will otherwise be responsible for all expenses incurred in performing its duties under this business relationship.

Workplace

The independent contractor may choose where the work will be performed, is not required to work on MiamiXperience Grupo Krug USA LLC premises, and is not required to answer phones or perform any other duties at the MiamiXperience Grupo Krug USA LLC job site.

Hours. The Independent Contractor can work as many hours as they want. MiamiXperience Grupo Krug USA LLC does not require fixed hours. The Independent Contractor will not be required to attend office meetings or office training sessions.

Risk of loss/benefit. The potential independent contractor bears the risk of incurring a loss if his portion of the sales commissions does not cover the independent contractor's expenses. Likewise, the Independent Contractor enjoys the right to earn a profit generated from shared commissions.

No Right to Vacation or Other Benefits as an Independent Contractor

As a self-employed person, the independent contractor will not receive or earn vacation or sick pay from MiamiXperience Group Krug USA LLC and is not covered by the agency's medical or dental plan.

Taxes

The independent contractor will be responsible for submitting federal, state and local estimated tax payments on commissions received from MiamiXperience Grupo Krug USA LLC and other assessments.

All information, including web pages, booking system, module formula, plug-ins, text, graphics, logos, icons, images, audio and video files, and technology made available through of "info@miami-xperience.com" is the intellectual property of MiamiXperience Group Krug USA LLC. and is protected by copyright and intellectual property laws. © 2020 All rights reserved.

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