

Host Damage Protection Terms

Arbitration Agreement in the US

Important: These Host Damage Protection Terms contain an arbitration agreement and class action waiver that applies to all claims brought against us in the United States. See Section 12, below. It affects how disputes with us are resolved. By accepting these Host Damage Protection Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last updated: February 5, 2026

1. Important information

Defined terms

1.1. Words and phrases in **bold** are important, defined terms and their meaning is set out in Section 15 of these **Host Damage Protection Terms** below or in the [Terms](#) and [Payments Terms](#), where not otherwise defined.

Limit of liability and your statutory rights

1.2. Except as otherwise specifically stated in these **Host Damage Protection Terms**, we have no liability, in contract or otherwise, to the **Host** or other persons for damage to **Eligible Property, Booking Income Loss** or any other form of loss or damage arising directly or indirectly from or caused by a **Responsible Guest** or **Invitee**.

Hosts with a country of residence or establishment in Australia

1.3. For **Hosts** with a country of residence or establishment in Australia:

1.3.1. These **Host Damage Protection Terms** apply to the maximum extent permitted by applicable laws. These **Host Damage Protection Terms** are subject to the Australian Consumer Law. **Our** services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these **Host Damage Protection Terms** excludes a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

1.3.2. The following sections are treated as deleted and replaced as follows:

- Section 14.1 is replaced with Section 19 (Indemnification) of the **Terms**;
- Section 8 is replaced with Section 18 (Limitations on Liability) of the **Terms**, which is amended such that **your** limitation of liability in paragraph 3 of Section 18 (Limitations on Liability) shall

not apply to **our** right to recover any amounts paid to **you** or payable to **you** pursuant to an **Approved Payment Request** in accordance with these **Host Damage Protection Terms** (including by way of deduction or offset);

- Sections 10.1 and 10.4 are replaced with Section 13 (Modification of these Terms) of the **Terms**; and
- use of the term "Terms" in these provisions in the **Terms** shall be treated as deleted and replaced with "Host Damage Protection Terms" accordingly.

Please note that the **Terms** applicable to **you** are the **Terms of Service for Australian Users**.

1.3.3. Please read these **Host Damage Protection Terms** carefully as they contain important information about **your** legal rights, remedies and obligations.

Hosts with Listings in the State of Washington

1.4. For **Hosts** who offer **Accommodations** in the State of Washington ("**Washington Hosts**"), all amounts payable by **us** under these **Host Damage Protection Terms** are secured by an insurance policy purchased by **us**. **Washington Hosts** are designated as loss payees under such insurance policy. **We** have instructed the relevant insurance company to make direct payment to the relevant **Washington Hosts** for amounts payable by us to them pursuant to these **Host Damage Protection Terms**.

1.5. This insurance arrangement does not change the contractual responsibilities of any **Hosts** under these **Host Damage Protection Terms**, the **Terms**, or the **Payments Terms**.

Guarantee security

1.6. For **Hosts** who offer **Accommodations** in the State of Arkansas:

1.6.1. **Airbnb's** obligations under this online marketplace guarantee are not covered under a reimbursement insurance policy and are backed only by **us**.

1.6.2. **Airbnb** is the provider obligated to provide payment under these **Host Damage Protection Terms**.

Scope and application

1.7. These **Host Damage Protection Terms** do not apply to:

1.7.1. **Hosts** who offer **Accommodations** in Japan. For **Hosts** who offer **Accommodations** in Japan, **Japan Host Insurance** will apply to such **Hosts**, more details of which are available in the **program summary**; or

1.7.2. Hotels and other similar categories of listings that **we** may specify from time to time or **Hosts** who contract with Airbnb Travel, LLC to provide **Accommodations**.

1.7.3. Any **Services** or **Experiences**.

1.8. These **Host Damage Protection Terms** only apply to **Hosts** who offer **Accommodations** on the **Airbnb Platform** and only in respect of those **Accommodations**.

Your agreement to these Host Damage Protection Terms

1.9. By posting a **Listing** or otherwise using the **Airbnb Platform** as a **Host**, **you** agree to comply with and be bound by these **Host Damage Protection Terms**.

1.10. If **you** delete **your Airbnb** account from the **Airbnb Platform**, **you** will no longer be bound by these **Host Damage Protection Terms** from the date of such deletion, other than in respect of any **HDP Request** made prior to such deletion. If **you** do not wish to be bound by these **Host Damage Protection Terms**, **you** can simply not make an **HDP Request**.

2. Our Host Damage Protection guarantee

2.1. The **Responsible Guest** has the primary obligation under the **Terms** for compensating **you** for damage or loss (including **HDP Losses**) that they are responsible for, as outlined in any **Damage Report** that **you** submit to that **Responsible Guest**.

2.2. In these **Host Damage Protection Terms**, “**HDP Losses**” means **Eligible Losses** suffered in respect of **Eligible Property** and consequential **Booking Income Loss**, if any.

2.3. **We** hereby guarantee the **Responsible Guest**’s primary obligation to compensate **you** for any **HDP Losses**, subject to these **Host Damage Protection Terms**. As a guarantee, this means **we** will only compensate **you** for **HDP Losses** if the **Responsible Guest** fails to satisfy their primary obligation under the **Terms** to pay **you** for such **HDP Losses**.

2.4. **We** provide this **Host Damage Protection** guarantee solely for the purpose of promoting the **Airbnb Platform** by building customer loyalty and strengthening customer confidence in the use of the **Airbnb Platform**. **We** have the right to deny full or partial payment under these **Host Damage Protection Terms** if **you** fail to comply, at any time, with **your** obligations under **our Terms, Payments Terms, Community Policies, and Community Standards**.

2.5. These **Host Damage Protection Terms** are not an insurance contract. The **Host Damage Protection** guarantee is not insurance or an offer to insure and does not take the place of insurance obtained or obtainable by **you**. Furthermore, these **Host Damage Protection Terms** are not a tenant’s or homeowners residential insurance contract or an insurance service agreement for another line of business. **To the extent you desire protection beyond Host Damage Protection,**

we strongly encourage you to purchase insurance that will cover you and your property for losses caused by Guests or Invitees that do not constitute HDP Losses.

2.6. You have an obligation to take reasonable care to avoid **Eligible Losses**. **We** reserve the right to deny any request for reimbursement where the **Eligible Loss** was the result of a **Host's** failure to take reasonable care to avoid **Eligible Losses** (as may be evidenced by multiple repeat requests for the same type of **Eligible Loss** in the same **Listing**).

2.7. If **you** have any questions about these **Host Damage Protection Terms**, please **email us**. **You** can download or print these **Host Damage Protection Terms** **here**.

3. How to make a Host Damage Protection reimbursement request

Making a reimbursement request to the Responsible Guest (or other responsible person)

3.1. Before **we** can consider an **HDP Request**, **you** must demonstrate that **you** have:

3.1.1. Pursued the rights and remedies **you** have against the **Responsible Guest** and/or **Invitee**, or from any other party that is legally or contractually responsible for the **HDP Losses**; and

3.1.2. Within **fourteen (14) days** of the **Responsible Guest's** checkout date:

- used **your** best efforts to recover the amount requested from the **Responsible Guest** including by:
 - (a) explaining why the **Responsible Guest** is responsible for the **HDP Losses**; and
 - (b) requesting that the **Responsible Guest** reimburse **you** for the **HDP Losses** or otherwise resolve the loss or damage; and
- notified **us** of **your** complaint against the **Responsible Guest**.

3.1.3. You may fulfill the obligations set out in Sections 3.1.1 and 3.1.2 above by submitting a reimbursement request for the loss or damage to the **Responsible Guest** via the **Airbnb Resolution Center**, provided that **your** reimbursement request fulfills all of the obligations set out in Sections 3.1.1 and 3.1.2.

Making a reimbursement request to us for HDP Losses

3.2. In the event the **Responsible Guest** fails to pay the amount requested for **HDP Losses** in the relevant **Damage Report**, **you** may make an **HDP Request** to **us** for **HDP Losses** by completing the steps set out in section 3.3 below.

3.3. Within **thirty (30) days** of the **Responsible Guest's** checkout date **you** must:

3.3.1. Complete and file a **Host Damage Protection Payment Request Form** via the **Resolution Center**; and

3.3.2. Provide **us** with **Legitimate and Verifiable Evidence**, in the format reasonably requested by **us**, supporting the existence, extent, and amount of the **Eligible Loss** including the following:

- The time, cause and origin of the **Eligible Loss**, and evidence and proof of such loss in the form of receipts, photographs, videos, documents and other verifiable forms of proof.
- A complete inventory of the lost, destroyed or damaged **Eligible Property** with descriptions of the make and model, including the date **you** purchased or acquired the item, the condition at the time of the loss or damage, and the estimated cost to repair or replace along with receipts or related documents that justify the figures in the inventory.
- Detailed repair estimates in the case of physical damage or loss to **Eligible Property** consisting of real property.
- Receipts, bills, or invoices for additional, reasonable, customary and unexpected cleaning costs incurred to clean **Eligible Property** as described in Sections 6.3.3, 6.3.4 and 6.3.5 below.
- In addition to the above, in respect of **Smoke Odor Cleaning Costs**:
 - (a) **You** must provide **Legitimate and Verifiable Evidence** that the **Responsible Guest** or an **Invitee** caused the smoke odor. Such evidence may include photographs, professional assessments, smoke detector readings, or an admission by the **Responsible Guest** that they permitted smoking in the **Eligible Accommodation** in breach of the **House Rules**, or any other evidence that **we** deem sufficient; and
 - (b) **We** may require, in **our** discretion, that all receipts, bills or invoices that **you** provide in respect of **Smoke Odor Cleaning Costs** are from an independent third party approved by **us**
- The total amount of the **HDP Losses** that is the subject of the payment request.
- All information that **we** reasonably request to determine the amount of the loss with respect to **Eligible Property**.
- Proof of ownership or responsibility for the **Eligible Property** and a police report, if any, as required under Section 3.4 below.

3.3.3. “Legitimate and Verifiable Evidence” means, but is not limited to, that the documents and information **you** provide must be true and accurate and not be doctored or falsified in any way, including by the use of artificial intelligence. If **we** cannot verify the documents and information that **you** provide as being legitimate, after using reasonable efforts to do so:

- **we** may request that **you** (a) submit additional documentation (which may include a requirement that an independent third party provides such documentation), and/or (b) use a different format or method to capture and convey the information; or
- **we** may deny the request altogether.

3.3.4. Please see Section 9 below (Fraud, misrepresentation or dishonest conduct) for details of how **we** would treat any fraud, misrepresentation or dishonest conduct by **you** in respect of a **Host Damage Protection Payment Request Form**.

3.4. When making a reimbursement request to **us**, **you** must also:

3.4.1. Provide **us** with proof of ownership of, or legal responsibility for, the **Eligible Property** in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to **you**) reasonably acceptable to **us** and certified by **you** as true and correct;

3.4.2. In case of loss or damage to **Eligible Property** due to violation of law or criminal act or theft or misdemeanor and for which **you** are filing a **Host Damage Protection Payment Request Form**, file a police report listing such **Eligible Property** and provide **us** with a copy of such report, certified by **you** as true and correct;

3.4.3. Protect and preserve damaged **Eligible Property** from further loss or damage;

3.4.4. As often as may be reasonably requested by **us** or **our** designees (i) exhibit all that remains of any damaged **Eligible Property** and sign the written records of examination; (ii) produce for examination all books of accounts, business records, bills, invoices, and vouchers (either originals or certified copies if originals are lost) and (iii) permit extracts and machine copies to be made of the above;

3.4.5. Permit **us** or **our** designee(s) to make inspections of the **Eligible Property** at all reasonable times. However, the right to make inspections, the making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by **us** or **our** insurer (where applicable) to determine or warrant that damaged **Eligible Property** is safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect; and

3.4.6. Cooperate with **us**, including signing any documents, and timely responding to any reasonable requests for additional information or documentation that **we** or our designees may require or request to process the applicable **Host Damage Protection Payment Request Form**.

Independent investigation and testing

3.5. **We** and/or **our** insurer (where applicable) reserve the right, but not the obligation, to independently investigate (or to have independently investigated) at our sole discretion and

expense, the facts and circumstances of any **Host Damage Protection Payment Request Form** that **you** file with **us**. This right applies even if **you** have complied with all of the conditions set out in this Section 3.

3.6. If testing is required to show which **Eligible Property** is physically damaged, **you** will retain full rights to the possession and control of damaged **Eligible Property** once that proper testing is complete, subject to Section 4.10 below.

Consent to review all communications on the Airbnb Platform

3.7. Any request for reimbursement under these **Host Damage Protection Terms** constitutes **your** consent for **us** to review all communications between **you** and the **Responsible Guest**, any previous **Guest** or **us** via the **Airbnb Platform** for the purpose of evaluating **your** reimbursement request.

Corporate or other legal entity Hosts

3.8. If **you** act on behalf of a company or other legal entity **Host**, any request for reimbursement under these **Host Damage Protection Terms** constitutes **your** representation and warranty that **you** have the authority to bind that **Host** company or other legal entity to these **Host Damage Protection Terms**.

4. How we will handle your Host Damage Protection reimbursement request

Host Damage Protection Payment Request Form

4.1. Subject to Section 4.2, **We** will complete **our** processing of **your Host Damage Protection Payment Request Form** within a reasonable period after **you** have:

4.1.1. Completed and filed a **Host Damage Protection Payment Request Form**; and

4.1.2. Provided **us** with all information and documentation that **you** are required to provide to comply with the conditions set out in Section 3 above.

4.2. The time it takes for **us** to process any **Host Damage Protection Payment Request Form** that **you** file with **us** will depend on: (i) the amount of payment that **you** are requesting for the **HDP Losses**; (ii) the location of the **Eligible Accommodation**; (iii) the nature of the **Eligible Property** and the nature of the **HDP Losses**; (iv) the completeness and type of information and documentation that **you** provide to **us** regarding the **HDP Losses**; (v) the number of **Host Damage Protection Payment Request Forms** that are currently being processed for other **Hosts**; (vi)

whether part or all of the **HDP Losses** are covered by any insurance policy **you** may benefit from; and (vii) anything else that may impact **our** processing time.

Approved Payment Request

4.3. If your **Host Damage Protection Payment Request Form** is approved in whole or in part (an “**Approved Payment Request**”), **we** will pay **you** or the third party owner of the **Eligible Property** (where applicable) the amount of the **HDP Losses** as calculated by **us** or **our** designees.

4.4. The process for such calculation of **HDP Losses** is described under “How much do **we** pay under **Host Damage Protection**?” in Section 7 below. **We** will notify **you** of that calculation once it is complete and, as a condition of payment, **you** will be required to deliver to **us** an executed Host Damage Protection Approved Payment Request Agreement in the form provided to **you** by **us**.

4.5. **We** or **our** designees may use third party service providers to assist in the processing of **Host Damage Protection Payment Request Forms** and the investigation and evaluation of related payment requests.

Third party payments

4.6. For an **Approved Payment Request** that involves **Eligible Losses** to **Eligible Property** that is owned by a party other than **you**:

4.6.1. **We** reserve the right, in **our** sole discretion, to pay all or a portion of the amount covered in such **Approved Payment Request** either to **you** or directly to the third party owner of such **Eligible Property**; and

4.6.2. If a **Host Damage Protection** payment for all or a portion of such amount is made directly to the third party owner of such **Eligible Property**, such payment will, for the purposes of the **Approved Payment Request**, be deemed to have been paid to **you** directly, and **you** will be solely responsible for collecting from the owner of such **Eligible Property** any portion of such payment to which **you** believe **you** are legally entitled.

4.7. **Your** indemnification obligations set out in Section 14.1 below (or Section 1.3, as applicable) also apply to any payments made directly to the owner of any **Eligible Property**.

Subrogation

4.8. **We** and/or **our** insurer (if applicable) have the right to subrogate against any person or entity whatsoever who allegedly is responsible for causing the losses or damages to the **Eligible Property** in question, which may include any and all rights **you** may have against the **Responsible Guest**, an **Invitee** or any other third party under the **Terms**.

4.9. You must assist in and cooperate fully with us regarding any and all efforts at subrogation with respect to any payments made under these **Host Damage Protection Terms** by, or on behalf of, **us**.

Sale of Eligible Property

4.10. If **we** make a payment in respect of an **Approved Payment Request** where the relevant **Eligible Property** is so badly damaged that it is uneconomic to repair it, **we** will have the right but not the obligation to take ownership of such damaged **Eligible Property**.

4.11. We, using reasonable judgment, will decide if the physically damaged **Eligible Property** can be reprocessed or sold. If **we** determine that the **Eligible Property** is unfit for reprocessing or sale, **we** will not dispose of it except with **your** consent.

4.12. Any proceeds from the sale or other disposition of **Eligible Property** will go:

4.12.1. to **us** or **our** insurer (if applicable), if received at or after the time of the **HDP Loss** settlement by **us**; or

4.12.2. to **you**, if received prior to the **HDP Loss** settlement by **us**. Any such proceeds will reduce the amount of the **HDP Loss** payable to **you**.

5. What property falls within the scope of Host Damage Protection?

5.1. The guarantee provided by us under Section 2.3 of these **Host Damage Protection Terms** is limited to **Eligible Property**, as set out in this Section 5.

Eligible Property

5.2. “Eligible Property” means and is limited to the following property located at an **Eligible Accommodation** to the extent of **your** interest in such property, unless such property constitutes **Ineligible Property**:

5.2.1. Real property located at the site of such **Eligible Accommodation**, in which **you** have an economic interest including (i) new buildings, (ii) land improvements consisting of landscape gardening, driveways, roadways or pavements and (iii) additions under construction;

5.2.2. Consumables that are clearly indicated as not available for the **Guest** or **Invitee**’s stay, for example they are clearly signed as unavailable, locked away or specified as unavailable in the **House Rules**; and

5.2.3. Personal property that is:

- owned by **you**, including **your** interest as a tenant in improvements and betterments;

- not owned by **you**, but is in **your** custody and for which **you** are under obligation to keep the personal property insured for physical loss or damage; or
- not owned by **you**, but is in **your** custody and for which **you** are responsible for physical loss or damage to the property.

Ineligible Property

5.3. “Ineligible Property” means each of the following:

5.3.1. Consumables other than those specified in Section 5.2.2 above;

5.3.2. Currency, money, precious metal in bullion form, notes or securities;

5.3.3. Land or any other substance in or on land, including any fill or land beneath land improvements not otherwise specified in section 5.2.1 (ii) above;

5.3.4. Water, unless the water is contained within any enclosed tank, piping system or any other processing equipment;

5.3.5. Animals, including, but not limited to, livestock and pets;

5.3.6. Standing timber; growing crops;

5.3.7. Watercraft (including, but not limited to, **Eligible Watercraft**), aircraft, spacecraft, and satellites, unless such vessel is an:

- **Eligible Accommodation**; or
- **Eligible Watercraft**, that, at the time of the loss, is either:
 - (i) parked or not being moved away from its usual secured dock; or
 - (ii) damaged or destroyed due to a violation of law or criminal act or theft or misdemeanor committed by a **Responsible Guest** or **Invitee**;

5.3.8. Vehicles (including, but not limited to, **Eligible Motor Vehicles**) unless such vehicle is an:

- **Eligible Accommodation**; or
- **Eligible Motor Vehicle**, that, at the time of the loss, is either:
 - (i) parked or not being moved; or
 - (ii) damaged or destroyed due to a violation of law or criminal act or theft or misdemeanor committed by a **Responsible Guest** or **Invitee**;

5.3.9. Underground mines or mine shafts or any property within such mine or shaft;

5.3.10. Dams, dikes and levees;

5.3.11. Property in transit, except as otherwise provided by these **Host Damage Protection Terms**;

5.3.12. Transmission and distribution lines beyond 1,000 feet of the **Eligible Accommodation**;

5.3.13. Any damage to any property that is not in, at, or on an **Eligible Accommodation**;

5.3.14. Real property owned by a party other than **you** and that **you** do not control;

5.3.15. Weapons, including but not limited to standard firearms, air guns, self-defense or deterrent devices such as tasers or pepper spray, ammunition of any kind and imitation firearms except if such weapons are stored, secured and disclosed in accordance with **our Community Standards** and **Community Policies**; and

5.3.16. Security cameras and other recording devices including, but not limited to, Wi-Fi cameras (for example, Nest Cam or Dropcam), nanny cameras, web cameras in computer monitors, baby monitors, mounted or installed surveillance systems, decibel and device monitors, and smartphones with video and/or audio recording unless such devices conform with **our Community Standards** and **Community Policies**.

6. What losses are guaranteed by us under Host Damage Protection?

6.1. The guarantee provided by **us** under Section 2.3 is limited to **Eligible Losses**, and consequential **Booking Income Loss**, if any, as set out in this Section 6.

Booking Income Loss

6.2. “**Booking Income Loss**” means and is limited to the loss of booking income which would have been received by **you** for confirmed **Reservations** in respect of the **Eligible Accommodation** only which:

6.2.1. Were on the **Airbnb Platform** and in force prior to the established time of the related **Eligible Loss**; and

6.2.2. Are reasonably required to be cancelled by **you** or **us** as a direct result of an **Eligible Loss** making the **Eligible Accommodation** uninhabitable.

Eligible Losses

6.3. “**Eligible Losses**” means and is limited to the following loss or damage caused during an **Airbnb Stay**, unless such loss or damage constitutes an **Ineligible Loss**:

6.3.1. Physical loss or physical damage to a **Host’s Eligible Property** directly caused by the **Responsible Guest** or an **Invitee**.

6.3.2. Physical loss or physical damage to a **Host's Eligible Property** directly caused by a pet owned or controlled by a **Responsible Guest** or **Invitee**.

6.3.3. Additional reasonable, customary cleaning or other costs incurred unexpectedly to clean or replace **Household Linens** stained by or as a result of having:

- **Unauthorized Invitees** at the **Eligible Accommodation**; and/or
- a pet owned or controlled by a **Responsible Guest** or **Invitee** at the **Eligible Accommodation** or any part of the **Eligible Accommodation** in violation of a **Host's House Rules**.

6.3.4. Additional reasonable, customary cleaning costs incurred unexpectedly to clean **Eligible Property** (other than **Household Linens**) as a result of:

- Stains caused by the actions of a **Responsible Guest** or **Invitee**;
- **Unauthorized Invitees** at the **Eligible Accommodation**;
- Pet bodily fluid stains caused by a pet owned or controlled by a **Responsible Guest** or **Invitee**; and/or
- A pet owned or controlled by a **Responsible Guest** or **Invitee** being at the **Eligible Accommodation** or any part of the **Eligible Accommodation** in violation of a **Host's House Rules**.

6.3.5. Additional reasonable, customary cleaning costs incurred unexpectedly to remove smoke odors from **Eligible Property** which result from a **Responsible Guest** or **Invitee** smoking (including, but not limited to, tobacco, cannabis, e-cigarettes, etc.) in the **Eligible Accommodation** and in violation of a **Host's House Rules** ("**Smoke Odor Cleaning Costs**").

6.3.6. For Sections 6.3.3, 6.3.4 and 6.3.5 above, only cleaning costs in excess of cleaning fees paid to or charged by a **Host** will be paid.

Ineligible Losses

6.4. Host Damage Protection does not apply in respect of any of the following ("**Ineligible Losses**"):

6.4.1. Any losses caused by a **Guest** or **Invitee** after the expiration of the **Airbnb Stay**.

6.4.2. Any loss, cost, damage, claim, fee, liability or expense relating to **Eligible Property**, which arises out of any one **Airbnb Stay**, in excess of three million US dollars (USD \$3,000,000), or its equivalent in the currency a) where the **Eligible Accommodation** is located and b) at the exchange rate applicable on the date of payment by **us** under these **Host Damage Protection Terms**.

6.4.3. In the case of **Fine Arts and Valuables**, losses or damages if the **Fine Arts and Valuables** cannot be replaced with other of like kind and quality and any loss or damage from any

repairing, restoration or retouching process.

6.4.4. Any loss, damage, cost, claim, fee, liability or expense directly or indirectly caused by or resulting from any of the following:

- **Ineligible Property;**
- acts of nature, including, but not limited to, earthquakes and weather- related events such as hurricanes and tornadoes;
- excessive use of electricity, gas, fuel, water or other utilities provided for the **Eligible Accommodation;**
- indirect or remote causes;
- interruption of business, loss of market and/or loss of use, except for **Booking Income Loss;**
- loss, damage, or deterioration arising from any delay;
- mysterious disappearance, loss, or shortage disclosed on taking inventory, or any unexplained loss of inventory;
- enforcement of any law or ordinance (i) regulating the construction, repair, replacement, use or removal of any property, including removal of debris, or (ii) requiring the demolition of any property, including the cost of removing its debris;
- animals, including injuries to animals, veterinary care, boarding, medications, and all other services associated with animals except for damage caused by pets as described in Section 7.3 above;
- identity theft or identity fraud;
- the authorized use of **Eligible Watercraft** or **Eligible Motor Vehicles** other than where they are solely used as an **Eligible Accommodation;** and/or
- an **Experience** or **Service** offered on the **Airbnb Platform.**

6.4.5. Any loss, damage or expense directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event contributing thereto:

- any hostile act or act of war, terrorism, insurrection or rebellion;
- actual or threatened malicious use of poisonous biological or chemical materials;
- nuclear reaction or radiation or radioactive contamination;
- seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority;
- contraband, or illegal transportation or trade;
- any dishonest act, including but not limited to theft, committed by **you** or any persons or entities retained by **you** to do anything in connection with **Eligible Property**, unless such persons or entities are a **Responsible Guest** or **Invitee** and such act is done without **your** knowledge; and/or
- lack of electricity, fuel, water, gas, steam, refrigerant, sewerage, telephone or internet services due to external factors.

6.4.6. Any loss, damage, cost or expense caused by or resulting from stains to **Household Linens** except as provided in Section 6.3.3 above.

6.4.7. Any loss, damage, or expense caused by:

- faulty workmanship, material, construction or design from any cause;
- deterioration, depletion, rust, corrosion or erosion, inherent vice or latent defect;
- the degradation in condition or loss of function or efficiency of property over time due to use, age, lack of maintenance, or any combination of these;
- settling, cracking, shrinking, bulging, or expansion of foundations, floors, pavements, walls, ceilings or roofs;
- changes of temperature or relative humidity; and/or
- damage caused by insects, animals or vermin except for damage caused by pets as described in Section 6.3 above.

6.4.8. Any loss, damage, claim, cost, expense or other sums directly or indirectly arising out of or relating to mold, mildew, fungus, spores, virus, bacterium, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. The foregoing applies even if there is (i) any physical loss or damage to **Eligible Property**; (ii) any peril or cause eligible hereunder, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to, repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

6.4.9. Any fees that may be charged to a **Guest** by a **Host** for additional individuals invited to, or otherwise provided access to, the **Eligible Accommodation** who are not included in the **Guest's** booking of such **Eligible Accommodation**.

6.4.10. Costs arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate, any and all **Electronic Data**. “**Electronic Data**” means information, facts or programs, stored as or on, created or used on, or transmitted to or from any **Electronic Media**. “**Electronic Media**” means computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

6.4.11. Any losses or damages not recoverable from the **Responsible Guest** and/or **Invitee** under the **Terms**.

7. How much do we pay under Host Damage Protection for HDP Losses?

7.1. Any amount which **we** pay to **you** under these **Host Damage Protection Terms** will not exceed the amount which **you** are entitled to recover from the **Responsible Guest** for **HDP Losses**.

7.2. Where indicated in Section 7.3 below, certain **Eligible Losses** may be paid at their “**Actual Cash Value**” which is the amount it would cost to replace damaged or stolen **Eligible Property** as a result of an **Eligible Loss**, measured: (i) on the date of the incident that caused the **Eligible Loss**, with material of like kind and quality; and (ii) with proper deduction for (a) physical depreciation and (b) the degree to which the **Eligible Property** is out-of-date or no longer in use (the “**Actual Cash Value**”).

7.3. The amount of **HDP Losses** will be computed by **us** as of the date of loss, at the location of the loss, and for not more than **your** interest, subject to the following:

7.3.1. For the following items, the **Eligible Losses** are calculated as follows:

- On exposed films, records, manuscripts, drawings, and **Electronic Media**, the value blank plus the cost of copying information from back-up or from originals of a previous generation. Costs of research, engineering, or restoring or recreating lost information or **Electronic Data** will not be paid;
- On **Fine Arts and Valuables**, the lesser of:
 - (i) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
 - (ii) the cost to replace the property; or
 - (iii) the current value of the property as assessed by a certified appraisal professional approved by **us** (the “**Appraised Value**”)
- For **Eligible Motor Vehicles** and **Eligible Watercraft**, the lesser of:
 - (i) the reasonable and necessary cost to repair or restore such **Eligible Motor Vehicle** or **Eligible Watercraft** to the physical condition that existed on the date of loss; or
 - (ii) the **Actual Cash Value**; and
- Where not otherwise described in Section 7.3.1 above, the loss amount in respect of any **Eligible Property** will be the lesser of:
 - (i) the **Actual Cash Value** (as defined in Section 7.2 above);
 - (ii) the cost to repair such damaged **Eligible Property**;
 - (iii) the cost to rebuild or replace such **Eligible Property** on the same site with new materials of like size, kind, and quality;
 - (iv) the cost to rebuild, repair, or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of the **Eligible Loss**; or
 - (v) the cost to replace unrepairable electrical or mechanical equipment, including computer equipment and **Electronic Media**, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has

technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.

7.3.2. The amount of **Booking Income Loss** payable, if any:

- Does not include non-continuing charges and expenses or any loss of booking income during any period in which the **Eligible Accommodation** would not have been tenantable for any reason other than an **Eligible Loss**;
- Does not include mortgage payments or property taxes or similar; and
- Is measured starting from the time of occurrence of the **Eligible Loss** and ending when the **Eligible Accommodation** can be made ready for habitation under the same or equivalent physical and operating conditions that existed prior to the **Eligible Loss**.

7.4. The amount of any **HDP Losses** payable by **us** under **Host Damage Protection**, if any, will be reduced by the amount already paid to **you** or for **your** benefit for the same **HDP Losses** from a source other than **Host Damage Protection**, including without limitation: (i) amounts received under an insurance policy, guarantee or indemnity; (ii) a security deposit; or (iii) payment directly by the **Responsible Guest** or an **Invitee**, or other party or an insurer or guarantor of such party.

7.5. HDP Losses will be paid in the currency of the United States of America unless, in **our** sole discretion, **we** elect to pay losses in a different currency. If currency conversions are required, **we** use a system-wide rate, known as the base exchange rate, for currency conversion using data from one or more third parties, such as OANDA (www.oanda.com).

8. Limitations of liability

8.1. Except as otherwise provided for in these **Host Damage Protection Terms**, the entire risk arising out of **your** access to and use of the **Airbnb Platform**, and **your Listing** of any **Accommodation** via the **Airbnb Platform** remains with **you**. Neither **we** nor any other party involved in creating, producing, or delivering the **Airbnb Platform** will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure, or for any damages for (i) personal or bodily injury or emotional distress arising out of or in connection with these **Host Damage Protection Terms**, (ii) from the use of or inability to use the **Airbnb Platform**, (iii) from any communications, interactions or meetings with other users of the **Airbnb Platform** or other persons with whom **you** communicate or interact as a result of **your** use of the **Airbnb Platform**, or (iv) from **your Listing** of any **Accommodation** via the **Airbnb Platform**. **We** will not be liable for any such damages described above, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not **we** have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

8.2. Except for **our** obligation to pay amounts to **you** pursuant to an **Approved Payment Request** under these **Host Damage Protection Terms**, in no event will **our** aggregate liability arising out of or in connection with (i) these **Host Damage Protection Terms**; (ii) **your** use of or inability to use the **Airbnb Platform** including, but not limited to, posting a **Listing**, (iii) any **Accommodation** and (iv) **your** interactions with any other **Member**, exceed the amounts paid by **us** to **you** in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between **us** and **you**. Some jurisdictions do not allow the exclusion for certain limitations of liability, so the above limitations may not apply to **you**. If **you** reside outside of the U.S., this does not affect **our** liability for death or personal injury arising from **our** negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

8.3. If **your** country of residence or establishment is within the **EEA**, Switzerland or the United Kingdom, this Section 8 (Limitations of Liability) does not limit **our** statutory liability for intentional and gross negligence by **us**, **our** legal representatives, directors or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb or health. **We** are liable for any negligent breaches of essential contractual obligations by **us**, our legal representatives, directors or other vicarious agents. Essential contractual obligations are such duties of **ours** in whose proper fulfillment **you** regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of **us** is excluded.

9. Fraud, misrepresentation or dishonest conduct

9.1. **You** must not have misrepresented any facts or committed fraud or any other dishonest or deceptive act in connection with the **Airbnb Stay** or the preparation or submission of any payment request under these **Host Damage Protection Terms**.

9.2. Any such misrepresentation, fraud, dishonest or deceptive act by **you**, at any time, will result in **our** denial of all pending payment requests under these **Host Damage Protection Terms** and immediate termination of these **Host Damage Protection Terms** as they relate to **you**.

9.3. Where fraud is identified, **we** will also:

9.3.1. recover from **you** any reasonable costs **you've** caused **us** to pay or payments **we** have made to **you** under these **Host Damage Protection Terms**, which may be done by reducing, setting off or debiting the amount from any future payouts owed to **you**; and

9.3.2. pass details to relevant third parties, including fraud prevention and law enforcement agencies whose members may access and use this information.

10. Modification or termination of Host Damage Protection Terms

10.1. We reserve the right to modify or terminate these **Host Damage Protection Terms**, at any time, at **our** sole discretion. The current version of the **Host Damage Protection Terms** will be made available on the **Airbnb Platform [here](#)**.

10.2. We will handle payment requests in accordance with the version of the **Host Damage Protection Terms** that is in force on the date we receive the **Host Damage Protection Payment Request Form**.

10.3. If we terminate these **Host Damage Protection Terms**:

10.3.1. we will provide **you** with notice by email at least thirty (30) days before the date specified in that notice for such termination (the “**Termination Date**”);

10.3.2. we will continue to process all **Host Damage Protection Payment Request Forms** filed prior to the **Termination Date**; and

10.3.3. **your** right to file any new **Host Damage Protection Payment Request Forms** will end on the **Termination Date**.

10.4. If we modify these **Host Damage Protection Terms**, we will post the new version on the **Airbnb Platform**.

10.5. In addition to and without limiting **our** rights in this Section 10, or under the **Terms**, we reserve the right to modify or terminate these **Host Damage Protection Terms** generally or in any jurisdiction, at any time, at **our** sole discretion, on **Reasonable Notice** if: (i) these **Host Damage Protection Terms** are construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction; (ii) we are required to obtain an authorization, license or permit of any kind to continue to provide these **Host Damage Protection Terms** in any jurisdiction; or (iii) we determine or a court or arbitrator holds that the provisions of these **Host Damage Protection Terms** violate applicable law. If we modify or terminate these **Host Damage Protection Terms** in accordance with the foregoing, we will process all **Host Damage Protection Payment Request Forms** that **you** file prior to or as of 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.

11. Governing law, jurisdiction and dispute resolution

11.1. These **Host Damage Protection Terms** will be interpreted in accordance with the governing laws and jurisdiction set out in:

11.1.1. Section 23 of the **Terms**, if **your** country of residence or establishment is within the **EEA**, Switzerland or the United Kingdom;

11.1.2. Sections 21 - 25 of the **Terms**, if **your** country of residence or establishment is outside of the **EEA**, Switzerland, Australia, and the United Kingdom; or

11.1.3. Section 21 of the **Terms**, if **your** country of residence or establishment is in Australia,

and the dispute resolution processes set out in these sections of the **Terms** will apply to any dispute under these **Host Damage Protection Terms**.

11.2. If **you** attempt to bring any legal claim against **us** in the United States, the arbitration agreement and class actions waiver in Section 12 apply to **you**. PLEASE READ THEM CAREFULLY.

11.3. Please note that **we** are not committed or obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

12. United States Arbitration Agreement

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND AIRBNB AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

12.1. Application. This Section 12 (the “**Arbitration Agreement**”) only applies to **you** if **your** country of residence or establishment is the United States. If **your** country of residence or establishment is not the United States, and **you** nevertheless attempt to bring any legal claim against **us** in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 12 applies to **you**, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

12.2. Overview of Dispute Resolution Process. **We** are committed to participating in a consumer-friendly dispute resolution process. To that end, these **Host Damage Protection Terms** provide for a two-part process for individuals to whom this Section 12 applies: (1) an informal negotiation directly with **us** (described in Section 12.3 below), and if necessary (2) a binding arbitration in accordance with the terms of this Arbitration Agreement. **You** and **we** each retain the right to seek relief in small claims court as an alternative to arbitration. To the extent provided by applicable law, and except to the extent that any party to the arbitration seeks to enforce any final award in a court of competent jurisdiction, the arbitration proceedings and any information exchanged during the proceeding shall remain confidential.

12.3. Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to a **party** initiating an arbitration, **you** and **we** each agree to send the other party an individualized notice of the dispute in writing (“**Pre-Dispute Notice**”) and attempt in good faith to negotiate an informal resolution of the individual claim. If **you** are bringing the dispute, **you** must send **your Pre-Dispute Notice** to us by mailing it to **Airbnb’s** agent for service: CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833. If **we** are bringing the dispute, **we** will send **our Pre-Dispute Notice** to the email address associated with **your** Airbnb account. A **Pre-Dispute Notice** must include: the date, **your** name, mailing address, **your** Airbnb username, the email address used to set up **your** Airbnb account, **your** signature, a brief description of the dispute, and the relief sought. If the **parties** are unable to resolve the dispute within the 30-day period, only then may either **party** commence arbitration by filing a written demand for arbitration with the arbitration provider designated pursuant to Section 12.6 below. A claimant’s **Pre-Dispute Notice** requirement is a prerequisite to any arbitration, and a copy of the **Pre-Dispute Notice** and evidence that it was sent as required by this Section 12 must be attached to any arbitration demand. In addition, **you** must make any demand for arbitration under the **Arbitration Agreement** before the expiration of the statute of limitations provided under the laws of the State of California. Otherwise, to the extent permitted by applicable law, **you** forever waive the right to pursue any claim or cause of action, of any kind or character, based on such events or facts, and such claims or causes of action are permanently barred.

12.4. Agreement to Arbitrate; Delegation. **You** and **we** mutually agree that any dispute, claim or controversy arising out of or relating to these **Host Damage Protection Terms** or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the **Airbnb Platform, Host Services**, or any **Content** (collectively, “**Disputes**”) will be settled by binding arbitration on an individual basis. If there is a dispute about whether this **Arbitration Agreement** can be enforced or applies to our **Dispute**, **you** and **we** agree that the arbitrator will decide that issue. For the avoidance of doubt, **you** and **we** agree that any question regarding arbitrability and the formation, enforceability, validity, scope, or interpretation of all or part of this Section 12, including any dispute over compliance with the **Pre-Dispute Notice** requirement and a **party’s** responsibility to pay arbitration fees, shall be resolved exclusively by an arbitrator.

12.5. Exceptions to Arbitration Agreement. **You** and **we** each agree that the following causes of action and/or claims for relief are exceptions to the **Arbitration Agreement** and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 21 of the **Terms**): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); (iii) a request for the remedy of public injunctive relief; (iv) any claim or cause of action for vexatious litigation; or (v) any individual claim of sexual assault or sexual harassment arising from **your** use of the **Airbnb Platform** or Host Services. **You** and **we** agree that any request for the remedy of public

injunctive relief will proceed after the arbitration of 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 Act.

12.6. Arbitration Forum, Rules, and Governing Law. This **Arbitration Agreement** evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this **Arbitration Agreement**, and not state law. The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with Rules 1, 6-7, 8-9, and 11-12, 45, 54, and 56 of the Federal Rules of Civil Procedure (“**Selected Federal Rules**”) (<https://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>) and AAA’s Consumer Arbitration Rules then in effect (the “**AAA Rules**”), except as the **Selected Federal Rules** or **AAA Rules** are modified by or conflict with this **Arbitration Agreement**. The **AAA Rules** are available at <https://www.adr.org>. Immediately after submitting an arbitration demand to the appropriate arbitration provider as identified above, **you** must send a copy of the demand to **Airbnb** by mailing it to **Airbnb**’s agent for service: **CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833**. **Airbnb** does not agree to and will not accept service in any other format, on any other entity, or at any other physical address, via email or via other digital submission. If the **AAA** cannot and will not administer the arbitration, **you** and **we** shall confer and select an alternative arbitral forum, and if we are unable to agree, either **you** or **we** may ask a court to appoint an arbitrator pursuant to 9 U.S.C. § 5. In that event, the arbitration will be conducted in accordance with the rules of the appointed arbitral forum, unless those rules are inconsistent with the provisions of this **Arbitration Agreement**.

12.7. Modification of Arbitration Rules - Arbitration Hearing/Location. In order to make the arbitration cost-effective, efficient, and convenient, any required arbitration hearing wherein the amount in controversy does not exceed \$1,000,000 shall be conducted remotely via video conference except as otherwise agreed by the **parties** or instructed by the arbitrator. Any required arbitration hearing in an arbitration wherein the amount in controversy exceeds \$1,000,000 shall be conducted in San Francisco County except as otherwise agreed by the **parties** or instructed by the arbitrator. If the amount in controversy is \$50,000 or less, the parties agree to proceed solely on the submission of documents to the arbitrator, provided that the arbitrator has discretion to decide to hold a hearing in response to a reasonable and proportionate request from a **party**.

12.8. Modification to Arbitration Rules - Arbitration Fees and Costs. **Your** arbitration fees and **your** share of arbitrator compensation shall be governed by the rules and service fee schedule of the arbitration provider administering the arbitration. The **AAA Rules** and **AAA Services** fee schedule are available at www.adr.org. If **you** have a gross monthly income of less than 300% of the federal poverty guidelines, **you** are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. **You** may request a fee waiver by providing the arbitration provider with a

declaration under oath stating **your** monthly income and the number of persons in **your** household. If a fee waiver is granted by the arbitration provider and **you** provide **us** with documents necessary to prove that **your** gross monthly income is less than 300% of the federal poverty guidelines, **we** will pay **your** share of any arbitrator fees.

12.9. Modification of Arbitration Rules - Claims Brought for an Improper Purpose or In Violation of This Arbitration Agreement. Either **party** may make a request that the arbitrator impose sanctions upon proving that the other **party** or its attorney(s) has asserted a claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous. As allowed by applicable law, the arbitrator shall impose sanctions equal to the requesting **party's** reasonable attorneys' fees and costs upon finding that a claim or defense is groundless in fact or law, brought in bad faith or for the purpose of harassment, asserted in violation of Fed. R. Civ. P. 11(b) (treating the arbitrator as "the court"), or is otherwise frivolous. Either **party** may seek dismissal of any arbitration filed in violation of any provision of this **Arbitration Agreement**. Either **party** may assert in arbitration a counterclaim for the other **party's** initiation of proceedings concerning an arbitrable **Dispute** without complying with or otherwise in violation of the requirements of this **Arbitration Agreement**. Upon finding that a **party** has initiated proceedings concerning an arbitrable **Dispute** without complying with or otherwise in violation of the requirements of this **Arbitration Agreement**, the arbitrator shall award the other **party** its actual damages, including but not limited to reasonable attorneys' fees and costs.

12.10. Arbitrator's Decision. The arbitrator will issue a written decision which shall include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the **AAA Rules**, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

12.11. Jury Trial Waiver. **You** and **we** acknowledge and agree that both **parties** are each waiving the right to a trial by jury as to all arbitrable **Disputes**.

12.12. No Class Actions or Representative Proceedings. **You** and **we** acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing or as provided in this agreement, the arbitrator may not consolidate more than one **party's** claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction.

In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then **you** and **we** agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

12.13. Mass Action Waiver. **You** and **we** acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more arbitration claims are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties ("**Mass Action**").

Accordingly, **you** and **we** agree to waive the right to have any **Dispute** administered, arbitrated, or resolved as part of a **Mass Action** (though Sections 11.1 and 12.2 of these **Host Damage Protection Terms** will continue to apply to the **Dispute**). In case of a dispute, the appointed arbitrator for the first matter instituted within a set of claims identified by either **party** shall decide whether those claims are part of a **Mass Action**. If no arbitrator has yet been appointed, an arbitrator shall be appointed solely to determine whether claims identified by either **party** are part of a **Mass Action**. Nothing in this provision prevents **you** or **us** from participating in a mass settlement of claims.

12.14. Modification of Arbitration Rules – Mass Action Batching Requirements. If for any reason, notwithstanding Section 12.13, an arbitration proceeds as part of a **Mass Action**, the parties shall group the arbitration demands into batches of no more than 200. The batches shall be determined by listing the claimants' alphabetically (by last name or business name, as applicable)—for example, the first 200 claimants listed will be the first batch, the next 200 claimants listed will be the second batch, and so forth. The **parties** shall randomly assign each batch a sequential number and arbitrate the batches one at a time, in sequential order. One arbitrator shall be appointed for each batch and shall resolve each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a manner and/or place to be determined by the arbitrator, and one final award. While one batch is being arbitrated, the arbitration provider shall hold the remainder in abeyance unless otherwise agreed by the parties or instructed by the arbitration provider. Each batch shall be resolved within 240 days of the pre-hearing conference for that batch. Notwithstanding the foregoing, if any claimant's demand has not been the subject of a pre-hearing conference within 2 years of the latest-filed demand in the **Mass Action**, such claimant may elect to pursue the claims asserted in the claimant's demand in court subject to Sections 11.1 and Section 12.12 of these **Host Damage Protection Terms**.

12.15. Modifications of Arbitration Rules - Offers of Judgment. At least 10 days before the date set for the arbitration hearing, **you** or **we** may serve a written offer of judgment on the other **party** to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall issue an award accordingly. If the offer is

not accepted prior to the arbitration hearing or within thirty (30) days after it is made, whichever occurs first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration, other than with respect to costs (including all fees paid to the arbitration provider). If an offer made by one **party** is not accepted by the other **party**, and the other **party** fails to obtain a more favorable award, the other **party** shall not recover their post-offer costs and shall pay the offering **party's** costs (including all fees paid to the arbitration provider) from the time of the offer.

12.16. Severability. Except as provided in Section 12.12, in the event that any portion of this **Arbitration Agreement** is deemed illegal or unenforceable, such provision will be severed and the remainder of the **Arbitration Agreement** will be given full force and effect.

12.17. Amendment to Agreement to Arbitrate. If **we** amend this Section 12 after the date **you** last accepted these **Host Damage Protection Terms** (or accepted any subsequent changes to these **Host Damage Protection Terms**), **you** may reject the change by sending **us** written notice no later than 30 days of the date the change is effective. **Your** notice must include **your** name, mailing address, the date of the notice, **your** Airbnb username, the email address **you** used to set up your **Airbnb** account, **your** signature, and an unequivocal statement that **you** want to opt out of the amended Section 12. You must either mail **your** notice to this address: 888 Brannan St, San Francisco, CA 94103, Attn: Arbitration Opt-Out or email the op-out notice to arbitration.opt.out@airbnb.com. Rejecting a new change, however, does not revoke or alter **your** prior consent to any earlier agreements to arbitrate any **Dispute** between **you** and **us** (or **your** prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any **Dispute** between **you** and **us**.

12.18. Survival. Except as provided in Section 12.16 above and subject to Section 12.6 of the **Terms**, this Section 12 will survive any termination of these **Host Damage Protection Terms** and will continue to apply even if **you** stop using the **Airbnb Platform** or terminate **your Airbnb** account.

13. Canada class action waiver

If **you** reside or have **your** place of establishment in Canada, **you** and **we** acknowledge and agree that, to the fullest extent permitted by law, **you** and **we** are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, or any other representative or consolidated proceeding, unless otherwise prohibited by law or with regards to residents of Québec.

14. General provisions

Host's indemnification obligations

14.1. **You** agree to release, defend, indemnify, and hold **us** and **our** affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any costs, claims, liabilities, damages, losses, fees, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with **Host Damage Protection** and these **Host Damage Protection Terms**.

14.2. If **you** rent (rather than own) the **Accommodation** that **you** list as an **Eligible Accommodation**, Section 14.1 (or Section 1.3, as applicable) applies specifically to any dispute between **you** and the owner of the **Accommodation**. **You** are fully responsible for securing the lessor's permission to list the **Accommodation** with **us** and complying with the scope of any permission granted.

Entire agreement

14.3. These **Host Damage Protection Terms** and the terms incorporated by reference, including the **Terms** and the **Payment Terms**, constitute the entire and exclusive understanding and agreement between **us** and **you** regarding **Host Damage Protection** and these **Host Damage Protection Terms**, and supersede and replace any and all prior oral or written understandings or agreements between **us** and **you** regarding **Host Damage Protection**.

Assignment

14.4. **You** may not assign or transfer these **Host Damage Protection Terms**, by operation of law or otherwise, without **our** prior written consent (not to be unreasonably withheld). Any attempt by **you** to assign or transfer these **Host Damage Protection Terms**, without such consent, will be null and of no effect. **We** may assign or transfer these **Host Damage Protection Terms**, at **our** sole discretion, without restriction and on **Reasonable Notice** to **you**. Subject to the foregoing, these **Host Damage Protection Terms** will bind and inure to the benefit of the **parties**, their successors and permitted assigns.

Notices

14.5. Unless specified otherwise, any notices or other communications to **Members** permitted or required under these **Host Damage Protection Terms** will be in writing and given by **us** via email, **Airbnb Platform** notification, or messaging service (including SMS and WeChat). For notices made to **Members** residing outside of Germany, the date of receipt will be deemed the date on which **we** transmit the notice. For **Members** residing in Germany, the date of receipt will be the date on which the **Member** receives the notice.

Waiver and severability

14.6. Our failure to enforce any right or provision of these **Host Damage Protection Terms** will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative.

14.7. Except as expressly set forth in these **Host Damage Protection Terms**, the exercise by either **party** of any of its remedies under these **Host Damage Protection Terms** will be without prejudice to its other remedies under these **Host Damage Protection Terms** or otherwise.

14.8. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these **Host Damage Protection Terms** invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these **Host Damage Protection Terms** will remain in full force and effect.

15. Defined terms

15.1. “**Accommodation(s)**” means accommodation(s) listed on the **Airbnb Platform**.

15.2. “**Actual Cash Value**” has the meaning set out in Section 7.2.

15.3. “**Airbnb**”, “**we**”, “**our**” or “**us**” means the **Airbnb** contracting entity specified in Schedule 1 of the Terms.

15.4. “**Airbnb Platform**” means the websites, applications, and other offerings from **Airbnb**.

15.5. “**Airbnb Stay**” means the relevant **Reservation** of the **Eligible Accommodation** on the **Airbnb Platform**, as amended (by the **Responsible Guest, you** or **us**) and confirmed by us on the **Airbnb Platform**.

15.6. “**Booking Income Loss**” has the meaning set out in Section 6.2.

15.7. “**Community Policies**” means the **Airbnb** policies that apply to **you** as a **Host** setting out the expectations of **Members** of the **Airbnb Community** available [here](#).

15.8. “**Community Standards**” means the standards that apply to **you** as a **Host** and help ensure safe stays, experiences, and interactions available on the **Airbnb Platform** [here](#).

15.9. “**Consumables**” means consumable items typically provided by a **Host** and intended for the **Guest’s** and **Invitee’s** use during an **Airbnb Stay** and which the **Host** might reasonably anticipate would be used up, expended or replaced regularly, including but not limited to toiletries, paper products, lightbulbs, disposable batteries, coffee, tea, sugar, milk, and cleaning supplies.

15.10. “**Damage Report**” has the meaning set out in the **Terms**.

15.11. “EEA” means the European Economic Area which includes the European Union member states (Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden), Iceland, Liechtenstein and Norway.

15.12. “Eligible Accommodation” means an **Accommodation** located in the **Territory** that can be used as a residence and that is (i) owned or legally controlled by **you** during the **Airbnb Stay** and (ii) listed by **you** on the **Airbnb Platform** and booked by such **Responsible Guest** in compliance with the **Terms**. A vehicle (including, but not limited to, automobiles) or a watercraft (including, but not limited to, boats, yachts and similar craft) booked through the **Airbnb Platform** constitutes an **“Eligible Accommodation”** only to the extent it is stationary and used solely for lodging purposes.

15.13. “Eligible Losses” has the meaning set out in Section 6.3.

15.14. “Eligible Motor Vehicle” means a self-propelled vehicle owned by **you**, including cars, trucks, tractors, trailers, vans, sport utility vehicles, buses, campers, motor homes, motorcycles, golf carts, all-terrain vehicles, and other motor vehicles, and excludes large commercial vehicles such as heavy goods vehicles, tractor-trailers, or similar.

15.15. “Eligible Property” has the meaning set out in Section 5.2

15.16. “Eligible Watercraft” means watercraft owned by **you**, including boats, yachts, kayaks, and jet skis, and excludes any large commercial watercraft such as container ships, cruise liners, and similar.

15.17. “Experiences” means an activity, excursion or event such as a tour, class, live performance, or outdoor activity that is designated as an experience on the **Airbnb Platform**.

15.18. “Fine Arts and Valuables” means paintings; etchings; printed photos; pictures; tapestries; rare or art glass; art glass windows, valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; coins (excluding circulating legal tender); other collectibles; stamps; furs; jewelry; watches; precious stones; precious metals; and similar property of rarity, historical value, or artistic merit. **“Fine Arts and Valuables”** does not include automobiles, watercraft, aircraft, money, or securities.

15.19. “Guest” means **Airbnb Platform** users who search for, book, or use services offered by **Hosts** on the **Airbnb Platform**.

15.20. “HDP Losses” has the meaning set out in Section 2.2.

15.21. “HDP Request” means a request for reimbursement of **HDP Losses** submitted to **us** by a Host under these **Host Damage Protection Terms**.

15.22. “Host” means **Airbnb Platform** users who publish and offer services to **Guests** on the **Airbnb Platform**.

15.23. “Host Damage Protection” means the guarantee provided by **us** to Hosts for **HDP Losses** caused by **Responsible Guests**, their **Invitees**, or their pets subject to the **Host Damage Protection Terms**.

15.24. “Host Damage Protection Payment Request Form” means **our** standard form that a **Host** uses to request payment from **us** pursuant to these **Host Damage Protection Terms**, as amended from time to time, accessible through the **Resolution Center** or by contacting **our** customer service directly.

15.25. “Host Damage Protection Terms” (available at <https://www.airbnb.com/help/article/2869>) means this agreement between **us** and **Hosts** containing the terms and conditions governing the provision of our **Host Damage Protection** guarantee.

15.26. “Household Linens” mean fabric household goods intended for daily use, such as sheets, pillowcases, duvets, comforters, tablecloths, towels, curtains, and similar. **Household Linens** do not include upholstery fabric, mattresses, or carpeting.

15.27. “House Rules” mean a **Host’s** rules and restrictions relating to the use, access, or occupancy of the **Host’s Eligible Accommodation** as are identified in the applicable **Listing** at the time the **Responsible Guest** makes the **Reservation**.

15.28. “Ineligible Losses” has the meaning set out in Section 6.4.

15.29. “Ineligible Property” has the meaning set out in Section 5.3.

15.30. “Invitee” means a person invited to be present at an **Eligible Accommodation** by a **Responsible Guest**. **“Invitee”** does not include anyone present at an **Eligible Accommodation** who: (i) has contracted through **Airbnb** to provide **Host Services**; and (ii) is invited to the **Eligible Accommodation** for the purpose of providing such **Host Services**.

15.31. “Legitimate and Verifiable Evidence” has the meaning set out in Section 3.3.3.

15.32. “Listing” means a **Host’s** offer of an **Eligible Accommodation** on the **Airbnb Platform**.

15.33. “Party” means **you** or **us** and **“Parties”** means both **you** and **us**.

15.34. “Payments Terms” means the **Payments Terms of Service** applicable to **you**, as specified on the **Airbnb Platform**.

15.35. “Reasonable Notice” means enough notice that a reasonable person would recognize as acceptable under the circumstances, taking into account any legal, regulatory, practical and/or

commercial requirements applicable.

15.36. “Reservation” means a contract for the use of an **Eligible Accommodation** offered by a **Host** and booked by a **Guest** on the **Airbnb Platform**.

15.37. “Resolution Center” means the **Airbnb** Resolution Center available on the **Airbnb Platform** [here](#).

15.38. “Responsible Guest” means the **Guest** who made a **Reservation** in respect of **your Eligible Accommodation** for the **Airbnb Stay** during which **you** incurred the **Eligible Losses**.

15.39. “Services” has the meaning set out in the **Terms**.

15.40. “Smoke Odor Cleaning Costs” has the meaning set out in Section 6.3.5.

15.41. “Termination Date” has the meaning set out in Section 10.3.1.

15.42. “Terms” means the [Airbnb Terms of Service](#) applicable to **you**, as specified on the **Airbnb Platform**.

15.43. “Territory” means the countries where the **Airbnb Platform** allows **Accommodations** other than where noted in these **Host Damage Protection Terms**.

15.44. “Unauthorized Invitees” means one or more **Invitees** of a **Responsible Guest** or one or more persons allowed by a **Responsible Guest** to be present at the **Eligible Accommodation** that exceed the number of additional **Guests** included in the **Reservation** unless permitted by the **Host’s House Rules** or otherwise approved by the **Host** before or during the course of the **Airbnb Stay**.

15.45. “You” means **you** in **your** capacity as a **Host**, regardless of whether **you** are acting as a **Host** as an individual, a company or other legal entity.