



Terms of Service

Please read these Terms of Service (“Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Eugene Dome, you agree to comply with and be bound by these Terms. Booking confirmation for your stay serves as your signature of agreement with all terms and conditions listed here.

Last Updated: May 20, 2023

Thank you for booking a stay at The Eugene Dome!

These Terms constitute a legally binding agreement ("**Agreement**") between you and The Eugene dome (as defined below) governing your access to and use of The Eugene Dome website, including any subdomains thereof, and any other websites through which The Eugene Dome makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "The Eugene Dome Services"). The Site and Services together are hereinafter collectively referred to as the "The Eugene Dome".

When these Terms mention "The Eugene Dome," "we," "us," or "our," it refers to The Eugene Dome company and Owners you are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

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1. General Terms

1.1 In order to access and use The Eugene Dome you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws

of the country you are established and able to enter into legally binding contracts.

1.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) you are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and

(ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

1.3 The Eugene Dome, or certain areas or features of the The Eugene Dome Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

1.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Guest's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

1.5 The Eugene Dome reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Eugene Dome Platform or Website and update the "Last Updated" date at the top of these Terms.

1.6 Due to the nature of the Internet, The Eugene Dome cannot guarantee the continuous and uninterrupted availability and accessibility of the The Eugene Dome Platform. The Eugene Dome may restrict the availability of the The Eugene Dome Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the The Eugene Dome Platform. The Eugene Dome may improve, enhance and modify the The Eugene Dome Platform and introduce new The Eugene Dome Services from time to time.

2. Content

2.1 The Eugene Dome may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the The Eugene Dome Platform ("Member Content"); and (ii) access and view Member Content and any content that The Eugene Dome itself makes available on or through the Platform, including proprietary content and any content licensed or authorized for use by or through from a third party.

2.2 The Eugene Dome Platform may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Eugene Dome Platform including all associated intellectual property rights, are the exclusive property of Eugene Dome and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Eugene Dome Platform. All trademarks, service marks, logos, trade names, and any other source identifiers of The Eugene Dome used on or in connection with the Eugene Dome Platform and are trademarks or registered trademarks of The Eugene Dome in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Eugene Dome Platform are used for identification purposes only and may be the property of their respective owners.

2.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Eugene Dome Platform or Collective Content, except to the extent you are the legal owner of certain Guest Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by The Eugene Dome or its licensors, except for the licenses and rights expressly granted in these Terms.

2.4 You will not post, upload, publish, submit or transmit any Guest Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates The Eugene Dome's Content Policy or any other policy.

2.5 The Eugene Dome respects copyright law and expects its Members to do the same. If you believe that any content on the The Eugene Dome Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

3. Service Fees

3.1 The Eugene Dome may charge fees to Guests ("**Guest Fees**") (collectively, "**Service Fees**") for the use of the The Eugene Dome Platform. Any applicable Service Fees (including any applicable Taxes) will be displayed to a Guest prior to publishing or booking. The Eugene Dome reserves the right to change the Service Fees at any time. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

3.2 You (the Guest) are responsible for paying any Service Fees that you owe to The Eugene Dome. The applicable Service Fees (including any applicable Taxes) are collected by The Eugene Dome.

4. Guests Terms

4.1 Terms applicable to all bookings

4.1.1 Subject to meeting any requirements (such as completing any verification processes) set by The Eugene Dome, you can book a stay. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with The Eugene Dome.

4.1.2 Upon receipt of a booking confirmation from The Eugene Dome, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. The Eugene Dome will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

5.2 Booking Accommodations

5.1 You understand that a confirmed booking is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.

5.2 You agree to leave the Accommodation no later than the checkout time that the Host specifies or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent, you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience secured by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave. Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at The Eugene Dome, you authorize The Eugene Dome (to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

6. Booking Modifications, Cancellations and Refunds

6.1 Guests are responsible for any modifications to a booking that they make via the Eugene Dome direct booking platform. You agree to pay any additional Listing Fees, Host Fees or Guest Fees and/or Taxes associated with such Booking modifications.

6.2 Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and will refund the amount of the Total Fees due to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by pursuant to the Payments Terms.

6.3 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, The Eugene Dome may allow the Guest to apply the refund to a new booking, in which case The Eugene Dome will credit the amount against the Guest's subsequent booking at the Guest's direction. In addition, The Eugene Dome may (i) keep the calendar for the Listing unavailable or blocked for the dates of the canceled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for canceling the booking pursuant to The Eugene Dome's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behavior.

6.4 For Experiences, Events and other Services, if weather poses a safety risk to Guests, or if it prevents a Host from carrying out a Host Service that takes place primarily outdoors, Hosts may cancel the Host Service. Hosts may also cancel the Host Service if other conditions exist that would prevent the Host from offering the Host Service safely.

7. Damage to Accommodations, Disputes between Members

7.1 As a Guest, you are responsible for leaving The Eugene Dome (including any personal or other property located at The Eugene Dome Property) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Host (and the individuals the Host invites to the Accommodation, if applicable).

7.2 If a Host claims and provides evidence that you as a Guest have damaged an Accommodation or any personal or other property at The Eugene Dome, the Host can seek payment from you. The Eugene Dome also reserves the right to otherwise collect payment from you and pursue any remedies available to The Eugene Dome in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts.

7.3 Members agree to cooperate with and assist The Eugene Dome in good faith, and to provide The Eugene Dome with such information and take such actions as may be reasonably requested by The Eugene Dome, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at The Eugene Dome.

7.4 If you are a Guest you understand and agree that The Eugene Dome may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property of the Host. You agree to cooperate with and assist The Eugene Dome in good faith, and to provide The Eugene Dome with such information as may be reasonably requested by The Eugene Dome, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as The Eugene Dome may reasonably request to assist The Eugene Dome in accomplishing the foregoing.

8. Prohibited Activities

8.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of The Eugene Dome Platform. You will not and will not assist or enable others to:

- misuse or abuse any services associated with the The Eugene Dome program as determined by The Eugene Dome in its sole discretion.
- use, display, mirror or frame the The Eugene Dome Platform or Collective Content, or any individual element within the The Eugene Dome Platform, The Eugene Dome name, any The Eugene Dome
- trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the The Eugene Dome Platform, without The Eugene Dome express written consent; dilute, tarnish or otherwise harm the The Eugene Dome brand in any way, including through unauthorized use of Collective Content, registering and/or using The Eugene Dome or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to The Eugene Dome domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the The Eugene Dome Platform for any purpose; avoid, bypass, remove, deactivate, impair, descramble, or otherwise

attempt to circumvent any technological measure implemented by The Eugene Dome or any of The Eugene Dome providers or any other third party to protect the The Eugene Dome Platform; attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the The Eugene Dome Platform; take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the The Eugene Dome Platform; export, re-export, import, or transfer the Application except as authorized The Eugene Dome United States law, the export control laws of your jurisdiction, and any other applicable laws; or violate or infringe anyone else's rights or otherwise cause harm to anyone.

9. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the The Eugene Dome, your booking of The Eugene Dome (your stay, participation in any Experience or Event or use of any other Host Service), participation in the Payment Service, remains with you.

Neither The owners of The Eugene Dome nor any other party involved in creating, producing, managing, or delivering with the The Eugene Dome or Collective Content 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 the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the The Eugene Dome or Collective Content, (iii) from any communications, interactions or meetings with other guests or other persons with whom you communicate, interact or meet with as a result of your use of the The Eugene Dome, or product liability or any other legal theory, and whether or not The Eugene Dome has 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.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between The Eugene Dome and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect The Eugene Dome's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

10. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at The Eugene Dome option), indemnify, and hold The Eugene Dome and its affiliates and subsidiaries, including but not limited to their directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our

Policies or Standards, (ii) your improper use of the The Eugene Dome, violation of house rules or guidelines, or any The Eugene Dome services, (iii) your interaction with any other guest, participation in an event, or other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) The Eugene Dome Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

11. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against The Eugene Dome in the United States (to the extent not in conflict with Section 21).

12. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to The Eugene Dome ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of The Eugene Dome's website, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation.