FINACC license and Agreement Policy



Anti Discrimination Policy

FINACC  like any other ethical individual discourages any act of racism,hatred,bigotry,discrimination and any related acts,as such noone is allowed to post ,list or share anything that encourages the above mentioned on this site.

Also any discriminative specifications,in cases of match making  and choice of tenants automatically results in a void deal.



Cancellation and Refunds Policy

All cancellations (from both tenant and host must be made withing 24hours after the reservation process has started, that is after transaction has started,failure to do this may result to a cancellation process.This is because in the process of reservations,FINACC is responsible for transfer charges and reversal means more charges ,as well as communication charges ,so the cancellation fee is calculated based on these proportions

1. Host Cancellation / Guest Cancellation

   Hosts are encouraged to notify FINACC to remove property from portal if it has been occupied by                    other methods.FINACC also confirms vacancy before authorising reservations.

   Charges are exempted when the following cases are confirmed:

1. Death in family

2. Serious illness

3. Natural Disasters

4. Political Unrest in destination country

5. Property Damages

6. Maintenace issues affecting the host from receiving a tenant.

7. Duty and Formal Responsibilities

2. Host Guarantee

    FINACC only takes responsibilty of any vandalism (property destruction) if the deposit paid by the                     tenant is left in our custody,if it is paid to landlord, then the landlord takes full responsibility.

    If FINACC is taking responsibility,it will only take responsibility of damage worth the deposit in its                       custody and will also refund the deposit when tenant is leaving the property.

3. Guest Refund Policy

    Here Hosts must take note .Refund if not due to travelling issues ,it is mainly due to disgruntlement  of             guest because of receiving fake information and listings.To avoid this, FINACC , confirms                                     property  information before allowing reservation,before posting property to site.

    Description given should match current property state

   Guest are given their refund upon meeting the cancellations reasons and necessary documentation.

   Following Conditions make cancellations eligible :

* If cancellation of reservation is done in 24hours or less before the scheduled start of the reservation \transactions and money transfers.
* Listing on the site is materially different from the actual acccommodation such as ammenities,location,size etc.
* Accommodation is not as clean as described
* Guest should provide measures tried to resolve travel issues
* Guest should have not caused travel issues themselves
* Guest should bring travel issue within 24 hours of its occurence

  [Also READ MORE on  TERMS OF SERVICE by clicking here](http://findaccommodation.wix.com/finac#!terms-of-service/pdnke)

  Content and Extortion Policies

          By posting info to FINACC,you agree to abide by guidelines and other FINACC policies,We reserve                   the right to remove content in whole or part ,that violates these guidelines

Listings and Profiles

By submitting your contact info and property info,which will in turn be used to upload your property details as well as make your landlord profile, you have agreed to honesty and genuinity concern of both parties(the tenants and the landlords).Therefore we prohibit:

1 Advertising other commercial products

2 Posting of vulgar,defamatory,threatening,discriminatory,profane,harmful and illegal                            material and any other information that encourages the above acts.

3 Attempts to impersonate another person

4 Content that is false,deceptive or misleading

5 Content refering to FINACC investigations.

6 Content that violate another person or entity rights including intellectual property and            privacy rights .

 Responsible Disclosure

FINACC owes a great deal of respect to research personels,who have wworked tirelessly to secure the payment system and guard again any attacks on emails,databases etc.If you happen to discover any security risk in any of our online systems please communicate responsibly  or report to [finhackone](http://findaccommodation.wix.com/finac%22%20%5Cl%20%22%21license-and-agreement/z8uc8%22%20%5Ct%20%22_self)[.](http://findaccommodation.wix.com/finac#!license-and-agreement/z8uc8)

Submit a bug to us on finhackone, contact  or visit us with a detailed error report or any trace route of the problem

We are committed to addressing ,security issues responsibly and in a timely manner

For issues involving privacy and security and any other related issues be sure to visit terms and services

Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, HOSTS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SPACE ON FINACC.

Last Updated: Jan 24  2016

TERMS OF SERVICE

If you are using the Site, Application or Services and you reside in the NORTH  CYPRUS, you are contracting with FINACC, Inc. with respect to use of the FINACC Site, Application or Services, and with FINACC Payments, Inc. with respect to any payments or payouts from or to you conducted through the Site, Application or Services. If you reside outside of the NORTH  CYPRUS, you are contracting with FINACC Ireland with respect to use of the FINACC Site, Application or Services, and with FINACC Payments UK Ltd. with respect to any payments or payouts from or to you conducted through the Site, Application or Services. If you initially reside in the NORTH  CYPRUS and contract with FINACC, Inc. and/or FINACC Payments, Inc., but subsequently change your residence to outside of the NORTH  CYPRUS, you will contract with FINACC Ireland from the date on which your place of residence changes, and vice versa. (FINACC, Inc., FINACC Ireland, FINACC Payments UK Ltd. and FINACC Payments, Inc. (the last two solely with respect to payments and payouts related activity) are each hereinafter referred to as "FINACC", "we", "us", or "our"). FINACC Payments, Inc. and FINACC Payments UK Ltd. shall individually and collectively, as appropriate, be referred to herein as "FINACC Payments".

FINACC provides an online platform that connects hosts who have accommodations to rent with guests seeking to rent such accommodations (collectively, the "Services"), which Services are accessible at http://www.FINACC.com and any other websites through which FINACC makes the Services available (collectively, the "Site") and as applications for mobile devices (the "Application"). By using the Site or Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and FINACC. Please also read carefully our Privacy Policy at http://www.FINACC.com/terms/privacy\_policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH HOSTS MAY CREATE LISTINGS FOR ACCOMMODATIONS AND GUESTS MAY LEARN ABOUT AND BOOK ACCOMMODATIONS DIRECTLY WITH THE HOSTS. YOU UNDERSTAND AND AGREE THAT FINACC IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS FINACC A REAL ESTATE BROKER, AGENT OR INSURER. FINACC HAS NO CONTROL OVER THE CONDUCT OF HOSTS, GUESTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY ACCOMMODATIONS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Key Terms

"**FINACC Content"**means all Content that FINACC makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"**Booking Request Period"** means the time period starting from the time when a booking is requested by a Guest (as determined by FINACC in its sole discretion), within which a Host may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

**"Collective Content**" means Member Content and FINACC Content.

"**Content**" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.
**"Guest**" means a Member who requests from a Host a booking of an Accommodation via the Site, Application or Services, or a Member who stays at an Accommodation and is not the Host for such Accommodation.
"**Host**" means a Member who creates a Listing via the Site, Application and Services.
"**Listing**" means an Accommodation that is listed by a Host as available for rental via the Site, Application, and Services.
"**Member"** means a person who completes FINACC's account registration process, including but not limited to Hosts and Guests, as described under "Account Registration" below.
"**Member Content"**means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing or**Member profile**to be made available through the Site, Application or Services.
**"Tax" or "Taxes**" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees (such as convention center fees) that accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Modification

FINACC reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and booking of residential and other properties ("Accommodations"). Such Accommodations are included in Listings on the Site, Application and Services by Hosts. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Accommodation or create a Listing, you must first register to create an FINACC Account (defined below).

As stated above, FINACC makes available an online platform or marketplace with related technology for Guests and Hosts to meet online and arrange for bookings of Accommodations directly with each other. FINACC is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations and FINACC does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations or transportation or travel services. Unless explicitly specified otherwise in the FINACC platform, FINACC's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) serving as the limited payment collection agent of each Host for the purpose of accepting payments from Guests on behalf of the Host.

[](http://findaccommodation.wix.com/finac%22%20%5Cl%20%22%21terms-of-service/pdnke%22%20%5Co%20%22%22%20%5Ct%20%22_self)

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Account Registration

In order to access certain features of the Site and Application, and to book an Accommodation or create a Listing, you must register to create an account ("FINACC Account") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your FINACC Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to FINACC through the Site, Services or Application; or (ii) allowing FINACC to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to FINACC and/or grant FINACC access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating FINACC to pay any fees or making FINACC subject to any NORTH  CYPRUSlimitations imposed by such third-party service providers. By granting FINACC access to any Third-Party Accounts, you understand that FINACC will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your FINACC Account and FINACC Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your FINACC Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or FINACC's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your FINACC Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. FINACC makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and FINACC is not responsible for any SNS Content.

Your FINACC Account and your FINACC Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active FINACC Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. FINACC reserves the right to suspend or terminate your FINACC Account and your access to the Site, Application and Services if you create more than one (1) FINACC Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your FINACC Account, whether or not you have authorized such activities or actions. You will immediately notify FINACC of any unauthorized use of your FINACC Account.

Accommodation Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Accommodation to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Accommodation and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Accommodations must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to book your Accommodation via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Guest requests a booking of your Accommodation, you may not request the Guest to pay a higher price than in the booking request.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, and rules and regulations that may apply to any Accommodation included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that FINACC assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. FINACC reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that FINACC, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or FINACC's then-current Policies and Community Guidelines, or otherwise harmful to the Site, Application or Services.

If you are a Host, you understand and agree that FINACC does not act as an insurer or as your contracting agent. If a Guest requests a booking of your Accommodation and stays at your Accommodation, any agreement you enter into with such Guest is between you and the Guest and FINACC is not a party to it. Notwithstanding the foregoing, FINACC Payments serves as the limited authorized payment collection agent of the Host for the purpose of accepting, on behalf of the Host, payments from Guests of such amounts stipulated by the Host (including cleaning or other fees and/or Taxes).

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your Accommodation, such as requiring Members to have a profile picture or verified phone number, in order to book your Accommodation. Any Member wishing to book Accommodations included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the "Hosting" section of the Site, Application and

Services.

If you are a Host, FINACC makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm or preapprove for booking for your Accommodation. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest (and the individuals the Guest invites to the Accommodation, if applicable.)

FINACC recommends that Hosts obtain appropriate insurance for their Accommodations. Please review any insurance policy that you may have for your Accommodation carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to the Accommodation, if applicable) while at your Accommodation.

FINACC may offer Hosts the option of having photographers take photographs of their Accommodations. If you as a Host choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing the words "FINACC.com Verified Photo" or similar wording ("Verified Images"). You agree that you alone are responsible for ensuring that your Listing is accurately represented in the Verified Images. You alone are responsible for using the Verified Images and you warrant that you will cease to use the Verified Images or any other images if such images cease to accurately represent your Listing. All images, materials and content created by these photographers, including Verified Images, constitute FINACC Content, regardless of whether you include them in your Listing. You agree that FINACC may use the Verified Images for advertising, marketing, commercial and other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation.

No Endorsement

FINACC does not endorse any Member or any Accommodation. You understand that Verified Images are intended only to indicate a photographic representation of the Accommodation at the time the photograph was taken. Verified Images are therefore not an endorsement by FINACC of any Member or any Accommodation. Members are required by these Terms to provide accurate information, and although FINACC may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by FINACC about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Host or to accept a booking request from a Guest, or to have any other interaction with any other Member. Except as provided in the FINACC Host Guarantee Terms and Conditions ("FINACC Host Guarantee"), which is an agreement between FINACC and Hosts, we are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from FINACC with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Host against FINACC regarding the remittance of payments received from a Guest by FINACC on behalf of a Host, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Financial Terms

Key definitions

**"Accommodation Fees"**

means the amounts that are due and payable by a Guest in exchange for that Guest's stay in an Accommodation. The Host alone, and not FINACC, is responsible for the Accommodation Fees for his or her Listing. The Host may in his or her sole discretion decide to include in these amounts (i) a cleaning fee or any other fee permitted on the FINACC platform, or (ii) Taxes that the Host determines that he or she has to collect.

**"Guest Fees"**

means the fee that FINACC charges a Guest for the use of the Services, which is calculated as a percentage of the applicable

**Accommodation Fees.**

The Guest Fees will be displayed to the Guest when the Guest is asked whether to send a booking request to a Host.

**"Host Fees"**

means the fee that FINACC charges a Host for the use of the Services, which is calculated as a percentage of the applicable Accommodation Fees. The Host Fees will be displayed to the Host when the Host is asked whether to confirm or reject a booking request from a prospective Guest.

**"Service Fees**"  means collectively the Guest Fees and the Host Fees.

**"Total Fees**"  means collectively the Accommodation Fees and the Guest Fees plus any Taxes.

Bookings and Financial Terms for Hosts and Guests

If you are a Host and a booking is requested for your Accommodation via the Site, Application or Services, you will be required to either confirm or reject the booking request within the Booking Request Period, otherwise the booking request will automatically expire. When a booking is requested via the Site, Application or Services, we will share with you (i) the first and last name of the Guest who has requested the booking, (ii) a link to the Guest's FINACC Account profile page, (iii) if the Guest and Host have both connected their FINACC accounts to SNS, the names of any members of an SNS with whom you are "friends" or associated on the SNS if such individuals are also "friends" or associated with the Guest on such SNS, and (iv) an indication of whether or not the Guest has provided other information to FINACC, such as a verified email address, connection to SNSs, or a government ID. If you are unable to confirm or decide to reject a booking request within the Booking Request Period, any amounts collected by FINACC for the requested booking will be refunded to the applicable Guest's credit card and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Guest, FINACC will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

FINACC Payments will collect the Total Fees at the time of booking confirmation (i.e. when the Host confirms the booking request) and will initiate payment of the Accommodation Fees (less FINACC's Host Fees and any Taxes in respect of the Host Fees, such as VAT in Europe) to the Host within 24 hours of when the Guest arrives at the applicable Accommodation (except to the extent that a refund is due to the Guest). The time it takes for the Host to receive payouts may depend upon the payout method chosen by the Host. Some methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their services on the Host, including by deducting their charges from the payout amount.

If you owe or agree to pay any amount via FINACC Payments to FINACC (whether as a result of your bookings or actions as a Guest or otherwise), then FINACC Payments may (but is not obliged to) withhold the amount owing to FINACC from any payout amounts due to you as a Host, and use the withheld amount to setoff the amount owed by you to FINACC. If FINACC Payments does so, then your obligation to pay FINACC will be extinguished to the extent of the amount withheld by FINACC Payments, and FINACC will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld. In addition to the amount due, if your account is delinquent or you otherwise have chargebacks on your account, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees, or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to FINACC by you. Such communication may be made by FINACC or by anyone on its behalf, including but not limited to a third party collection agent.

Appointment of FINACC Payments as Limited Payment Collection Agent for Host

Each Host hereby appoints FINACC Payments as the Host's limited payment collection agent solely for the purpose of accepting the Accommodation Fees from Guests.

Each Host agrees that payment made by a Guest through FINACC Payments, shall be considered the same as a payment made directly to the Host, and the Host will make the Accommodation available to the Guest in the agreed-upon manner as if the Host has received the Accommodation Fees. Each Host agrees that FINACC may, in accordance with the cancellation policy selected by the Host and reflected in the relevant Listing, (i) permit the Guest to cancel the booking and (ii) refund (via FINACC Payments) to the Guest that portion of the Accommodation Fees specified in the applicable cancellation policy. Each Host understands that as FINACC Payments accepts payments from Guests as the Host's limited payment collection agent and that FINACC Payments' obligation to pay the Host is subject to and conditional upon successful receipt of the associated payments from Guests. FINACC does not guarantee payments to Hosts for amounts that have not been successfully received by FINACC Payments from Guests. In accepting appointment as the limited authorized agent of the Host, FINACC Payments assumes no liability for any acts or omissions of the Host.

Please note that FINACC does not currently charge fees for the creation of Listings. However, you as a Host acknowledge and agree that FINACC reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that FINACC will provide notice of any Listing fee collection via the Site, Application and Services, prior to implementing such a Listing fee feature.

Terms Of Service 2

Privacy

You agree that FINACC's Privacy Policy (as may be updated from time to time) governs FINACC's collection and use of your personal information.

Ownership

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of FINACC and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content.

Additional Terms

Our Services have different products and offerings, so sometimes additional terms or product requirements may apply to your use of those products. For example, additional terms apply if you refer new users to FINACC ("Referral Program") or participate in our Home Safety program. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

Application License

Subject to your compliance with these Terms, FINACC grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "NORTH  CYPRUSge Rules" set forth in the Apple App Store Terms of Service. FINACC reserves all rights in the Application not expressly granted to you by these Terms.

FINACC Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, FINACC grants you a limited, non-exclusive, non-transferable license, to (i) access and view any FINACC Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except 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 FINACC or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to FINACC a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. FINACC does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to FINACC the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or FINACC's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that FINACC is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by FINACC of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the FINACC platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of FINACC used herein are trademarks or registered trademarks of FINACC. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of FINACC and you hereby irrevocably assign to FINACC and agree to irrevocably assign to FINACC all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At FINACC's request and expense, you will execute documents and take such further acts as FINACC may reasonably request to assist FINACC to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

FINACC respects copyright law and expects its users to do the same. It is FINACC's policy to terminate in appropriate circumstances the FINACC Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see FINACC'sCopyright Policy for further information.

Suspension, Termination and FINACC Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your FINACC Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your FINACC Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Application, Services, your FINACC Account, your Member Content, or receive assistance from FINACC Customer Service, (b) any pending or accepted future bookings as either Host or Guest will be immediately terminated, (c) we may communicate to your Guests or Hosts that a potential or confirmed booking has been cancelled, (d) we may refund your Guests in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Guests to inform them about potential alternate Accommodations with other Hosts that may be available on the Site, Application and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your FINACC Account. You may cancel your FINACC Account at any time via the "Cancel Account" feature of the Services or by sending us an email. Please note that if your FINACC Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT OR PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT FINACC DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FINACC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR NORTH  CYPRUSGE OF TRADE. FINACC MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATIONS, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. FINACC MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, HOSTS, GUESTS, YOUR ACCRUAL OF FINACC TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE,

APPLICATION, SERVICES OR REFERRAL PROGRAM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FINACC OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT FINACC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS. FINACC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY FINACC. NOTWITHSTANDING FINACC'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE HOSTS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM GUESTS ON BEHALF OF THE HOSTS, FINACC EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

Limitation of 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 SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY ACCOMMODATIONS VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF FINACC WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER FINACC NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM 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 THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FINACC 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.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE FINACC HOST GUARANTEE, IN NO EVENT WILL FINACC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY FINACC TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US$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 FINACC 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.

Indemnification

You agree to release, defend, indemnify, and hold FINACC and its affiliates and subsidiaries, and their officers, 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 (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of an Accommodation, or (iii) creation of a Listing; (d) the use, condition or rental of an Accommodation by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a Accommodation; and (e) your participation in the Referral Program or your accrual of any FINACC Travel Credits.

Reporting Misconduct

If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to FINACC by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between FINACC and you regarding the Site, Application, Services, Collective Content, and any bookings or Listings of Accommodations made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between FINACC and you regarding bookings or listings of Accommodations, the Site, Application, Services, and Collective Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without FINACC's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. FINACC may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by FINACC (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the TRNC and the  without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in TRNC for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution

You and FINACC agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and FINACC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and FINACC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the TRNC laws AND regulations

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Arbitration Location and Procedure. Unless you and FINACC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents you and FINACC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. FINACC will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, FINACC will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the "Modification" section above, if FINACC changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of FINACC's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and FINACC in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

The failure of FINACC to enforce any right or provision of these 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 a duly authorized representative of FINACC. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third party beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

"Please note that if your FINACC Account is cancelled, we do not have an obligation to return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback."

The Controlling Law and Jurisdiction clause shall be removed and replaced with the following: "Controlling Law and Jurisdiction These Terms will be interpreted in accordance with Irish law. You and we agree to submit to the non-exclusive jurisdiction of the Irish courts for resolving any dispute between the parties. If FINACC wishes to enforce any of its rights against you, we may elect to do so in the Irish courts or in the courts of the jurisdiction in which you are resident."

The Dispute Resolution clause shall be removed and is not applicable.

The Export Control and Restricted Countries clause shall be amended by the following: "Export Control and Restricted Countries In addition to complying with the main Export Control and Restricted Countries clause, you must also comply with any relevant export control laws in your local jurisdiction."

The Bookings and Financial Terms for Guests clause shall be amended by the following: "Bookings and Financial Terms for Guests In addition to complying with the main Bookings and Financial Terms for Guests clause, you also acknowledge that if your FINACC account is located in Brazil and you are paying by credit card, you may pay for your booking in multiple installments as long as your credit card supports installments and is issued in Brazil. The number of installments may vary, but will be presented to you before you complete your booking transaction. You also acknowledge that the Total Fees may be increased in case you choose to pay for your booking using credit card installments."

Contacting FINACC

If you have any questions about these Terms or any App Store Sourced Application, please contact FINACC