

Payments Terms of Service

-  If your country of residence is within the European Economic Area (“**EEA**”), Switzerland or the United Kingdom, the **Payments Terms of Service for European Users** apply to you.
If your country of residence is outside of the EEA, Switzerland and the United Kingdom, the **Payments Terms of Service for Non-European Users** apply to you.
- If your country of residence or establishment is within Australia, the **Payments Terms of Services for Australian Users** apply to you.


Payments Terms of Service for Australian Users

If your country of residence or establishment is within Australia, these Payments Terms for Australian Users (“**Payments Terms**”) are subject to the Australian Consumer Law. Our services come with guarantees that cannot be excluded under the Australian Consumer Law and other Australian laws. These Payments Terms (including clauses 10.1, 10.2, 11 and 12) apply to the maximum extent permitted by Australian law, including the Australian Consumer Law.

If you attempt to bring any legal claim against Airbnb Payments in the United States, the arbitration agreement and class actions waiver in Section 15 apply to you. Please read them carefully.

The Airbnb **Terms of Service** (“**Terms**”) govern your use of the Airbnb Platform. Capitalized terms not defined in these Payments Terms have the meaning ascribed to them in the Terms

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-  These Payments Terms and the documents, policies and standards referred within them, form a binding legal agreement between you and Airbnb Payments that govern the

Payment Services (defined below) conducted through or in connection with the Airbnb Platform.

Documents referred to within these Payments Terms include but are not limited to our:

- **Terms of Service**, which govern your right to use the websites, applications, and other offerings from Airbnb (collectively, the “**Airbnb Platform**”).
- **Re-booking and Refund Policy**, which explains how Airbnb will assist with rebooking a reservation and how Airbnb handles refunds when a Host cancels a reservation or another Travel Issue disrupts a stay.
- **Experiences Guest Refund Policy**, which explains how refunds are handled for Experiences when a Host cancels or a Travel Issue occurs.
- **Extenuating Circumstances Policy**, which explains how cancellations are handled when unforeseen events beyond your control arise after booking and make it impractical or illegal to complete your Reservation.
- **Luxe Rebooking and Refund Policy**, which explains how Airbnb will assist with rebooking a reservation and how Airbnb handles refunds for Luxe bookings when a Host cancels or a Travel Issue occurs.
- **Host Damage Protection Policy**, which explains the terms, exclusions and limitations under which Airbnb will agree to pay a Host to repair or replace Covered Property as a result of a Covered Loss.
- **Community Policies**, which sets out expectations of Members of the Airbnb Community.
- **Content Policy**, which governs the posting by Members of content on the Airbnb Platform.

For convenience, we have set out above several terms and policies that are referred to in these Payments Terms. However, it is important to note that there are other supplemental policies and terms linked from our **Additional Legal Terms** page, which apply to your use of the Airbnb Platform, and are incorporated by reference, and also form part of the binding legal agreement between you and Airbnb.

Our terms and policies are organized based on the topic(s) to which they relate so as to make it easy for you to find the terms or policy relevant to your query or event.

When these Payments Terms mention “**Airbnb Payments**,” “**we**,” “**us**,” or “**our**,” it refers to:

Airbnb Payments UK Ltd. (“**Airbnb Payments UK**”), except when you book a Host Service, in which case you are contracting with Airbnb Payments Australia Pty Ltd (“**Airbnb Payments Australia**”).

Airbnb Payments provides payments services to Members publishing, offering and booking Accommodations, Experiences or other Host Services, including services in connection with the Open Homes Program and other current and future services provided via the Airbnb Platform. These payment services may include (if available) the following (collectively, “**Payment Services**”):

- Collecting payments from Guests (“**Payin**”), by charging the payment method associated with their Airbnb account, such as credit card, debit card, bank account or PayPal account (“**Payment Method**”);
- Effecting payments to Hosts (“**Payout**”) to a financial instrument associated with their Airbnb account, such as a PayPal account, bank account, a prepaid card, or a debit card (“**Payout Method**”);
- Effecting payments to a third-party Payout Method designated by a Host;
- Collection and payment of charitable donations;
- Payment collection services; and
- Other payment related services in connection with Host Services.

In order to use the Payment Services, you must be at least 18 years old, must have an Airbnb account in good standing in accordance with the Terms, and must keep your payment and personal information accurate and complete.

If you change your country of residence, the Airbnb company you contract with and the applicable version of the Payments Terms will be determined by your new country of residence from the date on which your country of residence changes. Please note, however, that the Airbnb Payments company with whom you contract will stay the same for all bookings made prior to your change of residence.

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1. Your use of the Payment Services

1.1 Airbnb Payment Services. By using the Payments Services, you agree to comply with these Payments Terms. Airbnb Payments may temporarily limit or suspend your access to or use of the Payment Services, or its features, to carry out maintenance measures that ensure the proper functioning of the Payment Services. Airbnb Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. Airbnb Payments will provide reasonable notice to Members of any changes to the Payment Services, unless such changes do not materially increase the Members' contractual obligations or decrease the Members' rights under these Payments Terms.

1.2 Third Party Services. The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms of service and privacy policies, and Members should review them. Airbnb Payments is not responsible or liable for the use of such Third-Party Services. Links to any Third-Party Services are not an endorsement by Airbnb Payments of those Third-Party Services.

1.3 Your Airbnb Account. Airbnb Payments may enable features that allow you to authorize other Members or third parties to take certain actions that affect your Airbnb account. You may authorize a third party to use your Airbnb account if the feature is enabled for your Airbnb account. You acknowledge and agree that anyone you authorize to use your Airbnb account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

1.4 Verification. You authorize Airbnb Payments, directly or through third parties, to make any inquiries we consider necessary to verify your identity and information you provide. This may include (i) screening you against third-party databases or other sources, (ii) requesting reports from service providers, (iii) asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth, your address, and other information; or (iv) requiring you to take steps to confirm ownership of your email address, Payment Method(s) or Payout Method(s). Airbnb Payments reserves the right to terminate, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

1.5 Additional Terms. Your access to or use of certain Payment Services may be subject to you first having to agree to or to accept (expressly or by conduct) additional terms and conditions, including those of third party providers of Payment Services. If there is a conflict between these Payments Terms and terms and conditions applicable to a specific Payment Service, the terms and conditions applicable to the specific Payment Service will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise in the terms and conditions applicable to the specific Payment Service.

2. Guest Terms

2.1 Adding a Payment Method. When you add a Payment Method to your Airbnb account, you will be asked to provide billing information such as name, billing address, and financial instrument information either to Airbnb Payments or its third-party payment processor(s). You authorize Airbnb Payments and its payment service providers to collect and store your Payment Method information.

2.2 Payment Method Verification. When you add or use a new Payment Method, Airbnb Payments may verify the Payment Method by (i) authorizing your Payment Method for one or two nominal amounts via a payment service provider, and asking you to confirm those amounts, or (ii) requiring you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payment Method. When you add a Payment Method during checkout, we will automatically save and add that Payment Method to your Airbnb account so it can be used for a future transaction. You may not remove the Payment Method associated with a reservation, during the period commencing from the date of your booking and ending fourteen (14) days following your check-out date, nor during any additional period of time needed to resolve any outstanding Damage Claim associated with such booking.

2.3 Payment Authorization. You allow Airbnb Payments to charge your Payment Method (including charging more than one payment method), either directly or indirectly, for all fees due (including any applicable taxes) in connection with your Airbnb

account, including Damage Claim amounts in accordance with the **Terms** and with Section 6.

2.4 Automatic Update of Payment Method. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partners or your bank and automatically update your Payment Method on file.

2.5 Timing of Payment. Airbnb Payments generally charges the Total Price due after the Host accepts your booking request. However, if you pay with a push Payment Method (such as Sofort), Airbnb Payments will collect the Total Price due at the time of your booking request or after the Host accepts your booking request. Airbnb Payments may offer alternative options for the timing and manner of payment. Any additional fees for using those alternative payment options will be displayed via the Airbnb Platform and included in the Total Price, and you agree to pay such fees by selecting the payment option. Additional terms and conditions may apply for the use of an alternative payment option. If Airbnb Payments is unable to collect the Total Price due, as scheduled, Airbnb Payments will collect the Total Price due at a later point in accordance with Section 5.3. Once the payment for your requested booking is successfully completed, you will receive a confirmation email.

2.6 Currency.

2.6.1 You are able to select your currency in your settings. The currencies available to make payments may be limited for regulatory or operational reasons based on factors such as your selected Payment Method, your country of residence and/or your Airbnb Payments contracting entity(ies). Any such limitations will be communicated via the Airbnb Platform, and you will be prompted to select a different currency or Payment Method if your preferred currency is not available.

2.6.2. Note that if the country in which your Airbnb Payments contracting entity is located is different from the country of your Payment Method provider or the preferred currency in your settings is different than your Payment Method's billing currency, your payment may be processed outside of your country of residence. As a result, your Payment Method provider may impose certain fees and the amount listed on your Payment Method statement may be different from the amount shown at checkout. For example, if you make a booking using an Australian issued card, but the preferred currency in your settings is set to US dollars, your payment may be processed outside Australia, and banks and credit card companies may impose international transaction fees and foreign exchange fees. In addition, if the preferred currency in your settings is different from your Payment Method's billing currency, your bank or credit card company may convert the payment amount to your billing currency associated with

your Payment Method, based on an exchange rate and fee amount determined solely by your bank. Airbnb Payments is not responsible for any such fees and disclaims all liability in this regard. Please contact your Payment Method provider if you have any questions about these fees or any exchange rate imposed by your Payment Method provider.

2.7 Booking Request Status. If a requested booking is declined because it is not accepted by the Host, you cancel the booking request before it is accepted by the Host, or Airbnb cancels the booking, any amounts collected by Airbnb Payments and due to you pursuant to the policies described in Section 5.5 will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable) in accordance with Section 5.5.2.

2.8 Payment Restrictions. Airbnb Payments reserves the right to decline or limit payments that we reasonably believe (i) may violate Airbnb Payments' risk management policies or procedures, (ii) may violate these Payments Terms or the Terms, (iii) are unauthorized, fraudulent or illegal; or (iv) expose you, Airbnb, Airbnb Payments, or others to risks reasonably unacceptable to Airbnb Payments.

2.9 Payment Service Providers. Payment Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing payments in connection with the Payment Services, and Airbnb Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method may also be subject to additional terms of use. Please review them before using your Payment Method.

2.10 Your Payment Method, Your Responsibility. Airbnb Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method information provided by you.

2.11 Different Ways to Pay

2.11.1 Payment Plan

2.11.1.1 Airbnb Payments may make available to Guests the option to pay a portion of the booking's Total Price at the time of booking and pay the remainder of the Total Price at a later time prior to check-in ("**Payment Plan**"). Availability of this option may depend on the Listing and/or Payment Method.

2.11.1.2 If you choose a Payment Plan, the Airbnb Platform will notify you during check out of the amount, currency and schedule of each payment due. On the following payments due date, Airbnb Payments will automatically charge the original Payment Method you used to make the booking.

2.11.1.3 If you make a modification to a booking made with a Payment Plan, Airbnb Payments will notify you of the revised payment schedule, as applicable. If the modification increases your Total Price, you may be required to make an additional partial payment of the new Total Price at the time of the modification.

2.11.1.4 You agree that by selecting a Payment Plan, you may not be able to pay for the booking with a different Payment Method or pursuant to a different payment schedule.

2.11.1.5 If Airbnb Payments is unable to collect your payment, Airbnb Payments will notify you of such declined payment, and require you to complete the payment using an alternative Payment Method within 72 hours of the notice. If you fail to complete the payment, you authorize Airbnb to cancel the booking on your behalf. If the booking is canceled, you will be refunded based on the Host's cancellation policy. You acknowledge that you may incur fees for cancellations pursuant to the Host's cancellation policy as displayed on the Listing page at the time of booking.

2.11.2 Recurring Payments

2.11.2.1 For certain bookings (such as for Accommodation bookings of twenty-eight (28) nights or more), Airbnb Payments may require a Guest to make recurring, incremental payments toward the Total Price owed ("**Recurring Payments**"). More information on Recurring Payments (including the amount and the frequency of payments) will be made available via the Airbnb Platform if applicable to a booking.

2.11.2.2 If Recurring Payments apply to a confirmed booking, then the Guest authorizes Airbnb Payments to collect the Total Price due.

2.11.2.3 Guests may stop a Recurring Payment by notifying Airbnb Payments orally or in writing at least three (3) business days before the scheduled date of the payment. Airbnb Payments may require you to give written confirmation of a stop-payment order within fourteen (14) days of an oral notification. If you fail to provide written confirmation within those fourteen (14) days, Airbnb Payments is not obligated to honor your request to stop any future Recurring Payments. If you have any questions regarding your Recurring Payments, please contact Airbnb Payments.

2.12 Buy now, pay later. Airbnb may from time to time offer the facility for Guests to buy Host Services on credit and pay for them over time ('buy now, pay later') using credit provided by a third-party credit provider. This Payment Method will be subject to additional terms of use, creating a contract and a debtor/creditor relationship between you as borrower and the credit provider as lender. Please review them before using this Payment Method.

3. Host Terms

3.1 Payment Collection. Airbnb Payments generally collects the Total Price of a booking at the time the Guest's booking request is accepted by the Host, unless noted otherwise.

3.2 Valid Payout Method. In order to receive a Payout you must have a valid Payout Method linked to your Airbnb account. When you add a Payout Method to your Airbnb account, you will be asked to provide information, which may include name, government identification, tax identification, billing address, and financial instrument information either to Airbnb Payments or its third-party payment processor(s). Depending on the Payout Method selected additional information may be required, such as: residential address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor. Providing requested information is required for a Payout Method to be valid. The information Airbnb Payments requires for a valid Payout Method may change, and Airbnb Payments may request additional information at any time; failing to provide requested information may result in Airbnb Payments temporarily placing a hold, suspending, or canceling any Payout until the information is provided and, if necessary, validated. You authorize Airbnb Payments to collect and store your Payout Method information. Airbnb Payments may also share your information with governmental authorities as required by applicable law.

3.3 Timing of Payout

3.3.1 Subject to and conditional upon successful receipt of the payments from Guest, Airbnb Payments will generally initiate Payouts to your selected Payout Method: (i) for Accommodations, 24 hours after the Guest's scheduled check-in time (or 24 hours after 3:00 pm local time - or 3:00 pm UTC if local time is unknown - if the check-in time is flexible or not specified); (ii) for Experiences, 24 hours after the start of the Experience; and (iii) for all other Host Services, at the time specified via the Airbnb Platform. For Accommodation bookings of twenty-eight (28) nights or more, Airbnb Payments will generally initiate the first payout 24 hours after the Guest's scheduled check-in time, and will initiate future payouts every 30 days after the initial payout, for the duration of the reservation.

3.3.2 Airbnb Payments may offer you a different Payout time or trigger for payment, which may be subject to additional terms and conditions. The time it takes to receive Payouts once released by Airbnb Payments may depend upon the Payout Method you select.

3.4 Payout. Your Payout for a booking will be the Total Price less applicable fees like Airbnb service fees and applicable taxes. In the event of cancellation of a confirmed

booking, Airbnb Payments will remit the amount you are due (if any) as provided in the [Terms](#) and applicable cancellation policy.

3.5 Payout Restrictions. Airbnb Payments may temporarily place a hold, suspend, or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify your identity, or to obtain or verify requested information. Furthermore, Airbnb Payments may temporarily place a hold on, suspend, or delay initiating or processing any Payout due to you under the [Terms](#) as a result of high volume Booking cancellations or modifications arising from a Force Majeure Event (as defined below).

3.6 Currency Conversion. Airbnb Payments will remit your Payouts in the currency you select via the Airbnb Platform. The currencies available may be limited for regulatory or operational reasons based on factors such as your selected Payout Method, your country of residence, and/or your Airbnb contracting entity(ies). Any such limitations will be communicated via the Airbnb Platform, and you will be prompted to select a different currency or Payout Method. Note that payment service providers may impose transaction, currency conversion or other fees based on the currency or Payout Method you select, and Airbnb Payments is not responsible for any such fees and disclaims all liability in this regard.

3.7 Limits on Payouts. For compliance or operational reasons, Airbnb Payments may limit the amount of a Payout. If you are due an amount above that limit, Airbnb Payments may make a series of Payouts (potentially over multiple days) in order to provide your full Payout amount.

3.8 Payment Service Providers. Payout Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Airbnb Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payout Method may also be subject to additional terms of use from such third-party payment service providers. Please review them before using your Payout Method.

3.9 Handling of Funds. Airbnb Payments may combine amounts that it collects from Guests and invest them as permitted under applicable laws. Airbnb Payments will retain any interest it earns on those investments.

3.10 Your Payout Method, Your Responsibility. Airbnb Payments is not responsible for any loss suffered by you as a result of incorrect Payout Method information provided by you.

3.11 Different ways to get paid

3.11.1 Split Payouts If you provide Host Services jointly with one or more other Hosts as part of a team, business or other organization (“**Host Team**”), Airbnb may make available to such Hosts the option to allocate between the members of the Host Team the total Host Payout for a booking. Airbnb Payments will execute such payments at the instruction of one or more members of the Host Team and is not responsible for any losses related to errors or omissions made by the Hosts in providing such payment instructions.

4. Appointment of Airbnb Payments as Limited Payment Collection Agent

4.1 Each Host, including each Host Team member, hereby appoints Airbnb Payments as the Host’s payment collection agent solely for the limited purpose of accepting and processing funds from Guests purchasing Host Services on the Host’s behalf.

4.2 Each Host, including each Host Team member, agrees that payment made by a Guest through Airbnb Payments, shall be considered the same as a payment made directly to the Host, and the Host will provide the Host Service booked by the Guest in the agreed-upon manner as if the Host has received the payment directly from the Guest. Each Host agrees that Airbnb Payments may refund the Guest in accordance with the **Terms**. Each Host understands that Airbnb Payments’ obligation to pay the Host is subject to and conditional upon successful receipt of the associated payments from Guest. Airbnb Payments guarantees payments to Host(s) only for such amounts that have been successfully received by Airbnb Payments from Guests in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Host, Airbnb Payments assumes no liability for any acts or omissions of the Host, except for acts or omissions the Host is directed to engage in by Airbnb Payments.

4.3 Each Guest acknowledges and agrees that, notwithstanding the fact that Airbnb Payments is not a party to the agreement between you and the Host(s), including each Host Team member, Airbnb Payments acts as each Host’s payment collection agent for the limited purpose of accepting payments from you on behalf of the Host(s). Upon a Guest’s payment of the funds to Airbnb Payments, the Guest’s payment obligation to the Host(s) for the agreed upon amount is extinguished, and Airbnb Payments is responsible for remitting the funds successfully received by Airbnb Payments to the Host(s) in the manner described in these Payments Terms. In the event that Airbnb Payments does not remit any such amounts, the Host(s) will have recourse only against Airbnb Payments and not the Guest directly.

4.4 At no point in time is Airbnb Payments holding funds on behalf of the Guest or providing the Guest a payment service.

5. General Terms

5.1 Fees. Airbnb Payments may charge fees for use of certain Payment Services and any applicable fees will be disclosed to you in the **Terms** or via the Airbnb Platform prior to being charged.

5.2 Payment Authorizations. You authorize Airbnb Payments to collect from you amounts due pursuant to these Payments Terms and/or the **Terms** by either (i) charging the Payment Method associated with the relevant booking, or any other Payment Method on file that you authorize in your Airbnb account (unless you have previously removed the authorization to charge such Payment Method(s)), or (ii) by withholding the amount from your future Payout. Specifically, you authorize Airbnb Payments to collect from you:

- Any amount due to Airbnb or Airbnb Payments (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Guest, Host or user of the Airbnb Platform), including reimbursement for costs prepaid by Airbnb or Airbnb Payments on your behalf. Any funds collected by Airbnb Payments will set off the amount owed by you to Airbnb or Airbnb Payments and extinguish your obligation to Airbnb or Airbnb Payments.
- Any amount due to a Host from a Guest which Airbnb collects as the Host's payment collection agent as further set out in Section 4 above.
- Taxes, where applicable and as set out in the **Terms**.
- Any amount you pay through the Resolution Center in connection with your Airbnb account.
- Any Damage Claim amounts owed to Airbnb or Airbnb Payments in accordance with the **Terms** and Section 6.
- Overstay penalties payable under the **Terms**, including any cost and expenses incurred in collecting the overstay penalty.
- Any service fees or cancellation fees imposed pursuant to the **Terms** (e.g., if, as a Host, you cancel a confirmed booking).
- Any amounts already paid to you as a Host despite a Guest canceling a confirmed booking or Airbnb deciding that it is necessary to cancel a booking in accordance with the **Terms**, **Rebooking and Refund Policy**, **Experiences Guest Refund Policy**, **Extenuating Circumstances Policy**, **Luxe Rebooking and Refund Policy**, or other applicable cancellation policy. You agree that in the event you have already been paid, Airbnb Payments will be entitled to recover the amount of any such guest

refund from you, including by subtracting such refund amount out from any future Payouts due to you.

If you owe an amount at any time after a booking, such as with Payment Plan or Recurring Payment charges, Booking Modifications, resolution center payments or Damage Claims (“**Additional Amounts**”), you authorize Airbnb Payments to collect payments for such Additional Amounts by charging your Payment Method associated with the relevant booking without any further action on your part. Airbnb Payments will notify you in writing before any Additional Amounts are charged.

If your Payment Method associated with the relevant booking is expired, invalid or otherwise not able to be charged for any reason (such as insufficient funds), you remain responsible for any uncollected amounts and Airbnb Payments may charge the Payment Method related to your booking again or use any other Payment Method on file associated with your Airbnb account, if available, to collect such Additional Amounts. Any amount not collected for any reason will be subject to any remedies that may be available, including, but not limited to, referral to a collections agency, or pursuit of available causes of action or claims against you.

If Airbnb has reason to believe that you as a Host participated in fraudulent activity, such as an overpayment scam, booking fraud or other fraud, and Airbnb Payments released the payout for such stay, Airbnb Payments may recoup from you such amount by reducing, setting off or debiting the amount from any future Payouts owed to you.

In addition to any amount due as outlined above, if there are amounts which you owe us but are unpaid or chargebacks associated with your Payment Method, you may be charged fees or costs for reasonable steps taken by Airbnb and/or Airbnb Payments to collect, recover or process these amounts and chargebacks (“**Collection Fees**”). The Collection Fees will be limited to: (a) reasonable costs directly incurred by Airbnb Payments and/or Airbnb (such as costs associated with the time our personnel spend collecting, recovering or processing the relevant amounts); and (b) collection fees, convenience fees or other fees or costs that are charged to Airbnb Payments and/or Airbnb by third parties.

5.3 Collections

5.3.1 If Airbnb Payments is unable to collect any amounts you owe under the **Terms** and these Payments Terms, Airbnb Payments may engage in collection efforts to recover such amounts from you.

5.3.2 Airbnb Payments will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after Airbnb Payments first attempts to charge your Payment Method or the associated services have been

provided, whichever is later; and (b) for withholdings from a Host's future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Host's Airbnb account or the associated services have been provided, whichever is later.

5.3.3 Airbnb Payments will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorized charges, after Airbnb Payments first attempts to charge your Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Host's future Payouts, after the adjustment is made to the Host's Airbnb account or the associated services have been provided, whichever is later.

5.3.4 You hereby explicitly agree that all communications in relation to amounts owed will be made by electronic mail or by phone, as provided to Airbnb and/or Airbnb Payments by you. Such communications may be made by Airbnb, Airbnb Payments, or by anyone on their behalf, including but not limited to a third-party collection agent.

5.4 Payment Processing Errors

5.4.1 Airbnb Payments will take the necessary steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the original Payout Method or Payment Method used or selected by you, so that you end up receiving or paying the correct amount. This may be performed by Airbnb Payments or a third party such as your financial institution. We may also take steps to recover funds sent to you in error (including but not limited to an event of duplicate payments made to you due to a processing error), by reducing, setting off and/or debiting the amount of such funds from any future Payouts owed to you.

5.4.2 To the extent you receive any funds in error, you agree to promptly return such funds to Airbnb Payments after you become aware that you have received such funds in error.

5.5 Refunds

5.5.1 Any refunds or credits due to a Member pursuant to the [Terms](#), [Extenuating Circumstances Policy](#), [Rebooking and Refund Policy](#), [Experiences Guest Refund Policy](#), and [Luxe Rebooking and Refund Policy](#), will be initiated and remitted by Airbnb Payments in accordance with these Payments Terms.

5.5.2 Subject to this Section 5.5.2, Airbnb Payments will initiate the refund process immediately. In the case of a cancellation by a Host, Airbnb Payments will hold the funds for up to 72 hours until the Guest is either refunded or the funds are used to rebook with another Host. In certain instances, the refund process may include the option to receive credit in lieu of a cash refund; if this option is made available to you, the timing of your

refund will be communicated via the Airbnb Platform. The time it takes to receive any cash refund or for any pre-authorization of your Payment Method to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, Mastercard, etc.) rules. In the event of a Force Majeure Event that may affect the processing and settlement of refunds, Airbnb Payments will initiate and process the refund as soon as is practicable.

6. Damage Claims and Damage Amounts

6.1 If you are responsible for Damage Claim amounts, pursuant to Section 15 of the **Terms**, Airbnb via Airbnb Payments may, with your prior authorization, charge the Payment Method used to make the booking or any other payment method on file in your Airbnb account at the time of the Damage Claim in order to collect the Damage Claim amounts, up to a maximum amount as defined in Section 15 of the **Terms**.

6.2 To the maximum extent permitted by law, you agree that Airbnb Payments may seek to recover from you under any insurance policies you maintain and that Airbnb Payments may also pursue against you any remedies it may have available, including, but not limited to, referral to a collections agency, or pursuit of causes of action or claims against you, including in relation to a Damage Claim, or payment requests made by Hosts under the **Host Damage Protection**.

7. Abandoned Property

If Airbnb Payments holds funds due to you (e.g., because we are unable to issue you a Payout or refund) or you do not use a gift card or gift credit for the relevant period of time set forth by your state, country, or other governing body in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by reporting and escheating (sending) such funds to the appropriate governing body as required by applicable unclaimed property laws.

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 Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations;
- breach or circumvent any agreements with third parties, third-party rights, or the **Terms, Additional Legal Terms, Policies, or Standards**;

- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Airbnb account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Airbnb Payments or any of Airbnb Payments' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

8.2 You may not use or assist others to use the Payment Services to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons List or Entity List, UK Sanctions List and HM Treasury Department Consolidated List, United Nations Consolidated List or European Union Consolidated List. You represent and warrant that: (i) neither you nor your Host Services 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, UK or European Union list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

9. Force Majeure

As between Airbnb and a Member, neither shall be liable to the other for any delay or failure to perform resulting from causes outside their reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("**Force Majeure Event**"). For the avoidance of doubt, this clause does not: (i) apply to a Reservation, which is subject to the Host's cancellation policy and the Extenuating Circumstances Policy; or (ii) operate to extend deadlines applicable to a Resolution Centre Request, a Host Damage Protection claim, an Aircover for guests claim, a Travel Issue under the Rebooking and Refund Policy or Luxe Rebooking and Refund Policy, or an Experiences Issue under the

Experiences Guest Refund Policy, or other requests, claims or reporting under similar policies that are incorporated by reference into these Terms.

10. Disclaimers

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

10.2 Notwithstanding Airbnb Payments’ appointment as the limited payment collection agent of Hosts pursuant to Section 4, Airbnb Payments explicitly disclaims all liability for any act or omission of any Member or other third party. Airbnb Payments does not have any duties or obligations as agent for each Host except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.

10.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

10.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.

11. Liability

11.1 You acknowledge and agree that, to the maximum extent permitted by law, the risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Airbnb account in any way, you are responsible for the actions taken by that person. To the maximum extent permitted by law, no party, including Airbnb’s affiliates and personnel, or any other party involved in or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages. Incidental, special, exemplary or consequential damages, include, to the maximum extent permitted by law, lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services. Neither is Airbnb Payments liable nor any other party liable, to the extent permitted by law, for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or

meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Airbnb Payments 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.

11.2 Except for: (i) Airbnb's obligation to pay amounts to applicable Hosts pursuant to these Payments Terms; (ii) Airbnb's obligation to make payments under the Airbnb Host Damage Protection, which contains its own limitation of liability; and/or (iii) Airbnb Payments' wilful breach of these Terms, to the maximum extent permitted by law, in no event shall Airbnb Payments' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed (A) to Guests, three (3) times the amount you paid for the relevant Reservation(s) giving rise to the liability, or (B) to Hosts, three (3) times the amount paid to you for the relevant Reservation(s) giving rise to the liability. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Airbnb Payments and you.

11.3 Except in the case of a Member's wilful breach of these Terms, to the maximum extent permitted by law, in no event shall a Member's liability to Airbnb or any other party involved in creating, producing, or delivering the Airbnb Platform or any Content for any claim or dispute arising out of or in connection with these Payments Terms, interaction with any Member, or your use of or inability to use the Airbnb Platform, any Content, or any Host Service exceed: (A) in the case of Guests, three (3) times the amount you paid for the relevant Reservation(s) giving rise to the liability, or (B) in the case of Hosts, three (3) times the amount paid to you for the relevant Reservation(s) giving rise to the liability.

12. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb Payments' option), indemnify, and hold Airbnb (including Airbnb Payments, other 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 (i) your breach of these Payments Terms (including any supplemental or additional terms that apply to a product or feature) or our Additional Legal Terms, Policies, or Standards; (ii) your improper use of the Payment Services; (iii) your failure, or our failure at your direction, to accurately report, collect or remit Taxes; or (iv) your breach of any laws, regulations, or third-party rights, such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims, liabilities, damages, losses,

and expenses have been adequately caused by your negligence or breach of a contractual obligation.

13. Modification, Term, Termination, and other Measures

13.1 Modification. Airbnb Payments may modify these Payments Terms at any time. If we make material changes to these Payments Terms, we will post the revised Payments Terms on the Airbnb Platform and update the “Last Updated” date at the top of these Payments Terms. If you are affected by the modification, we will also provide you with notice of the modifications at least two (2) months before the date they become effective. If you do not terminate your agreement before the date the revised Payments Terms become effective, your continued use of the Payment Services will constitute acceptance of any changes to the revised Payments Terms.

13.2 Term. This agreement between you and Airbnb Payments reflected by these Payments Terms is effective when you create an Airbnb account or use the Payment Services and remains in effect until either you or we terminate this agreement in accordance with Section 13.3.

13.3 Termination. You may terminate this agreement at any time by sending us an email or by deleting your Airbnb account. Terminating this agreement will also serve as notice to cancel your Airbnb account pursuant to the **Terms**. Without limiting our rights specified below, Airbnb Payments may terminate this agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address (or two (2) months' prior notice for Members contracting with Airbnb Payments UK). Airbnb Payments may also terminate this agreement immediately without notice if (i) you have materially breached your obligations under this agreement; (ii) you have provided inaccurate, fraudulent, outdated, or incomplete information; (iii) you have violated applicable laws, regulations, or third-party rights; or (iv) Airbnb Payments believes in good faith that such action is reasonably necessary to protect other Members, Airbnb, Airbnb Payments, or third parties. In case of non-material breaches or where otherwise reasonable, you will be given reasonable notice of any actions that Airbnb proposes to take and an opportunity to remedy the non-material breach (if it is capable of remedy) unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws.

13.4 Suspension and Other Measures. Airbnb Payments may limit or temporarily or permanently suspend your use of or access to the Payment Services (i) to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, (ii) if you have materially breached these Payments Terms, the **Terms**, applicable laws, regulations or third-party rights, (iii) if you

have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) for any amounts you owe under these Payments Term that are overdue or in default, or (v) if Airbnb Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, Airbnb Payments, or third parties, or to prevent fraud or other illegal activity. Further, for unsuccessful payment due to card expiration, insufficient funds, or otherwise, we may temporarily suspend your access to the Payment Services until we can charge a valid Payment Method.

13.5 Appeal. If Airbnb Payments takes any of the measures described in Section 13.3 you may appeal such a decision by contacting customer service.

13.6 Effect of Termination. If you cancel your Airbnb account as a Host or Airbnb Payments takes any of the measures described above, Airbnb Payments may provide a full refund to any Guests with confirmed booking(s), and you will not be entitled to any compensation for pending or confirmed bookings that were cancelled. If you cancel your Airbnb account as a Guest, Airbnb Payments will initiate a refund for any confirmed booking(s) based on the Listing's cancellation policy. If your access to or use of the Payment Services has been suspended or limited or this agreement has been terminated by us, you may not register a new Airbnb account or attempt to access and use the Payment Services through an Airbnb account of another Member.

13.7 Survival. Sections 1.2, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 19, survive expiry or termination, together with any other terms that, by reasonable implication or to give them efficacy are, or are intended, to be performed in whole or in part after the expiry or termination of this agreement.

14. Governing Law and Dispute Resolution

14.1 If you are contracting with Airbnb Payments UK, these Payments Terms will be interpreted in accordance with English law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law. As a consumer, you may bring any judicial proceedings relating to these Payments Terms before the competent court of your place of residence or a court in England. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

14.2 If you are contracting with Airbnb Payments Australia, these Payments Terms will be governed by the laws of the State of New South Wales, Australia. The parties agree to

submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal of that State in respect of any proceedings arising out of or in connection with this agreement.

15. United States Arbitration Agreement

15.1 Application. This Arbitration Agreement only applies to you if you are contracting with Airbnb Payment US. If you are not contracting with Airbnb Payments US, and you nevertheless attempt to bring any legal claim against Airbnb Payments in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 15 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

15.2 Overview of Dispute Resolution Process. Airbnb Payments is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payments Terms provide for a two-part process for individuals to whom this Section 15 applies: (1) an informal negotiation directly with Airbnb’s customer service team (described in Section 15.3), and if necessary (2) a binding arbitration administered by the American Arbitration Association (“**AAA**”). You and Airbnb Payments each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

15.3 Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to initiating an arbitration, you and Airbnb Payments each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Airbnb Payments by mailing it to Airbnb Payments’ agent for service: CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833. Airbnb Payments will send its notice of dispute to the email address associated with your Airbnb account. A notice of dispute must include: the party’s name and preferred contact information, 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 (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).

15.4 Agreement to Arbitrate. You and Airbnb Payments mutually agree that any dispute, claim or controversy arising out of or relating to these Payments Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Payment Services (collectively, “**Disputes**”) will be settled by binding individual arbitration (the “**Arbitration Agreement**”). If there is a dispute about whether

this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb Payments agree that the arbitrator will decide that issue.

15.5 Exceptions to Arbitration Agreement. You and Airbnb Payments each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in and will be brought in a judicial proceeding in state or federal court in San Francisco, California, unless we both agree to some other location: (i) 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); (ii) a request for the remedy of public injunctive relief; or, (iii) any individual claim of sexual assault or sexual harassment arising from your use of the Airbnb Platform or Host Services. You and Airbnb Payments agree that 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.

15.6 Arbitration 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 provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the arbitrator (the “**AAA Rules**”) then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

15.7 Modification to AAA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, Airbnb Payments agrees that any required arbitration hearing may be conducted, at your option: (a) in the U.S county where you reside; (b) in San Francisco County; or (c) via phone or video conference. If the amount in controversy is \$5,000 or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

15.8 Modification of AAA Rules - Attorney’s Fees and Costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules. Either party may make a request that the arbitrator award attorneys’ fees and costs upon proving that the other party has asserted a claim, cross-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 and the AAA Rules.

15.9 Arbitrator’s Decision. 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 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.

15.10 Jury Trial Waiver. You and Airbnb Payments acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

15.11 No Class Actions or Representative Proceedings. You and Airbnb Payments 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, 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.

15.12 Severability. Except as provided in Section 15.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement will be given full force and effect.

15.13 Changes to Agreement to Arbitrate. If Airbnb Payments changes this Section 15 after the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms), you may reject that change by sending us written notice (including by email) within thirty (30) days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb Payments (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb Payments.

15.14 Survival. Except as provided in Section 15.12 and subject to Section 13.7, this Section 15 will survive any termination of these Payments Terms and will continue to apply even if you stop using the Payment Services or terminate your Airbnb account.

16. Miscellaneous

16.1 Interpreting these Payments Terms. Except as they may be supplemented by additional terms and conditions, policies, guidelines, or standards, these Payments Terms constitute the entire agreement between Airbnb Payments and you regarding the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Airbnb Payments and you regarding the Payment Services. This clause does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written. If any provision of these Payments Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

16.2 No Waiver. Subject to any limitation expressly stated in these Payments Terms or the Terms, or any document, policy or standard incorporated into them, Airbnb Payments' or a Member's failure to enforce any right or provision in these Payments Terms will not constitute a waiver of such right or provision unless acknowledged and agreed between the relevant parties in writing. Except as expressly set forth in these Payments Terms, the exercise by Airbnb Payments or a Member of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise permitted under law.

16.3 Assignment. You may not assign, transfer, or delegate this agreement or your rights and obligations hereunder without Airbnb Payments' prior written consent (not to be unreasonably withheld or delayed). Airbnb Payments may without restriction assign, transfer, or delegate this agreement and any rights and obligations, at its sole discretion, with thirty (30) days' prior notice (or two (2) months' prior notice for Members contracting with Airbnb Payments UK).

16.4 Notices. Unless specified otherwise, any notices or other communications permitted or required under this agreement, will be in writing and given by Airbnb Payments via email or Airbnb Platform notification, and depending on your notification setting, messaging service (including SMS and WeChat). The date of receipt will be deemed the date on which Airbnb Payments transmits the notice.

17. Additional Clauses for Users Contracting with Airbnb Payments UK

The following paragraphs will apply if you are contracting with Airbnb Payments UK:

17.1 Payment Service User

17.1.1 The Payment Services include the payment collection service provided to Hosts contracting with Airbnb Payments UK. The payment collection service constitutes a

“payment service” regulated under the Payment Services Regulations and for these purposes Airbnb Payments UK treats Hosts as the “payment service user.”

17.1.2 By agreeing to these Payments Terms you as a Host have consented to Airbnb Payments UK’s payment of each Payout to your chosen Payout Method. Hosts may change a Payout Method up to one (1) day before the time agreed for the Payout as set out in Section 3.3. Airbnb Payments UK will be deemed to have received the Host's payment order to the Host on the same date Airbnb Payments UK agrees to initiate the Payout in accordance with Section 3.3.

17.1.3 Airbnb Payments UK will endeavor to ensure that Hosts based in the UK will receive each Payout by the end of the business day following Airbnb Payments UK’s initiation of the Payout.

17.1.4 Communication. Airbnb Payments will provide the Host notice via email when we initiate each Payout. We will also provide notice to a Host’s registered email address if the Payout is returned to us because of an error. It is your responsibility as a Host to ensure that you provide us with a current, accurate, and valid email address.

17.2 Resolution Procedures for Diverted Payouts

17.2.1 If you as a Host believe that a Payout properly due to you has been or may be diverted without your permission (“**Diverted Payout**”) because your password or other credentials to log into your Airbnb account (“**Credentials**”) are lost or stolen, you should notify Airbnb Payments UK pursuant to Section 19 immediately. As a Host you may be liable for losses relating to any Diverted Payout arising from the use of lost, stolen, or misappropriated Credentials (including the loss of a mobile phone on which you have installed the Application) or where you have failed to keep your Credentials safe, up to a maximum of £35. Provided that you notify us of any Diverted Payout without delay and at the very latest within 13 months of the date of the payment, you may be entitled to a refund of that payment.

17.2.2 We will not be liable for any loss arising from: (i) Diverted Payouts where you acted fraudulently or where, with intent or gross negligence, you failed to use the Airbnb Platform and/or Payment Services in accordance with the **Terms** or these Payments Terms (including the obligation to keep your Credentials safe); (ii) or any payout transaction which we facilitated in accordance with information provided by you where the information you provided was incorrect.

17.2.3 If you as Host claim not to have received a Payout properly due to you via your chosen Payout Method, Airbnb Payments UK will (if requested) make immediate efforts to trace the payment and will notify you of the outcome. Unless we can prove that the

payment was received by you via your chosen Payout Method, we will refund the amount.

17.2.4 Any complaints about the Payment Services should be made to Airbnb Payments UK pursuant to Section 19. Complaints that are made in accordance with this section that relate to the provision of Payment Services by Airbnb Payments UK will be eligible for referral to the Financial Ombudsman and will be subject to the Rules of the Financial Ombudsman Service. The UK Financial Ombudsman Service offers a free complaints resolution service to individuals, micro-enterprises, small charities, and trustees of small trusts. You can contact the UK Financial Ombudsman by (i) telephone from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500, on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; (ii) post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR; or (iii) email: enquiries@financial-ombudsman.org.uk. The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

18. Additional Clauses for Users Contracting with Airbnb Brazil

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

18.1 You accept the Payments Terms and you will be responsible for any act or omission of employees or third-party agents using the Payment Service on your behalf.

18.2 You and your Representative individually affirm that you are authorized to provide the information described in Section 2.1 and Section 3.2 and your Representative has the authority to bind you to these Payments Terms. We may require you to provide additional information or documentation demonstrating your Representative’s authority.

18.3 You represent and warrant to us that: (i) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this agreement, perform your obligations, and grant the rights, licenses, and authorizations in this agreement.

18.4 If you are using your Payment Method for the benefit of your employees or other authorized third-party in connection with Airbnb for Work, as permitted by your account, you authorize Airbnb Payments to charge your Payment Method for bookings requested by employees at your company or other permitted third-party.

18.5 For any Payout Method linked to your Airbnb account, you authorize Airbnb Payments to store the Payout Method, remit payments using the Payout Method for bookings associated with your Airbnb account and take any other action as permitted in the Payments Terms in respect of the Payout Method.

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

19. Contacting Airbnb Payments

You may contact Airbnb Payments regarding the Payment Services using the information below:

ENTITY	CONTACT INFORMATION
Airbnb Payments UK Ltd.	Please contact Airbnb Customer Service if you need assistance with updating your personal or business information or if you would like to make a complaint about our Services. Airbnb Payments UK Limited is authorised and regulated by the Financial Conduct Authority as an Electronic Money Institution with reference number 900596, with registered office at 280 Bishopsgate, London, EC2M 4RB, United Kingdom.
Airbnb Payments Australia Pty. Ltd	Please contact Airbnb Customer Service if you need assistance with updating your personal or business information or if you would like to make a complaint about our Services. 58 Gipps Street Collingwood VIC 3066 Australia

Airbnb Payments will provide a copy of these Payments Terms on request. If you have any questions about these Payments Terms, please email us.

Download or print Terms [here](#).

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