
MAHOGANY BREEZES
RENTAL TERMS AND CONDITIONS
(VERSION AS AT 27 MAY 2026)

BACKGROUND:

These Terms and Conditions shall apply to the rental of Mahogany Breezes, 68 Lottery Road, Savannah, Grand Cayman, Cayman Islands from MML for private, non-commercial purposes.

1. Definitions and Interpretation

For the purpose of determining the terms and conditions applicable to the Contract, the following definitions shall, unless the context otherwise requires, apply:	
“Access Devices”	has the meaning set out in Clause 35
“Bee Area”	has the meaning set out in Clause 16
“Bee Area Issues”	has the meaning set out in Clause 16
“Behaviour Provisions”	means the provisions of the Contract relating to behaviour standards, health and safety and nuisance and noise which include Clauses 11 and 20
“Booking Platform”	means (i) Airbnb, Vrbo, Booking.com or any other online booking platform through which the Property can be booked from time to time and/or (ii) such direct online booking system as shall be established by or used by and/or operated by MML from time to time in respect of the Property through which the Property can be booked directly
“Booking”	means a booking of the Property made through a Booking Platform
“Booking Details”	means the information captured by the Booking Platform when making the Booking which will form part of the Contract
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the Cayman Islands
“Cancellation Provisions”	means the provisions of the Contract relating to cancellation of the Property Rental including Clauses 42 to 48 inclusive
“Check-In Instructions”	means the check-in instructions provided in writing to the Rental Leader
“Check-Out Instructions”	means the check-out instructions provided in writing to the Rental Leader and/or set out in the House Information Manual
“CIDoT”	means the Cayman Islands Department of Tourism
“CIS”	means Cayman Islands dollars
“Contract”	means the contract for the rental of the Property over

	the Rental Term, comprising the Terms and Conditions and the Booking Details as explained in Clause 3
“CWL”	means Cayman Wildlife Limited
“DPA”	has the meaning set out in Clause 53
“Excess Amount”	has the meaning set out in Clause 7
“Entity”	means any corporate entity, partnership, unincorporated association or other non-natural person entering into a Property Rental pursuant to the Contract
“Extra Cleaning Fee”	has the meaning set out in Clause 36
“Flora and Fauna”	has the meaning set out in Clause 15
“Flora and Fauna Issues”	has the meaning set out in Clause 15
“Force Majeure Provisions”	means the provisions of the Contract relating to force majeure events including Clauses 42 and 43
“General Responsibility Provisions”	means the provisions of the Contract relating to waiver, release, indemnity and limitation of liability, including in Clause 40
“Guest”	means a person (not being than the Rental Leader) designated by the Rental Leader as staying overnight at the Property for the duration of the Rental Term
“House Information Manual”	means the information folder provided to the Rental Leader following check-in containing key information in relation to the Property and the Property Rental
“Hurricane Event”	has the meaning set out in Clause 41
“Hurricane Event Refund”	has the meaning set out in Clause 41
“Hurricane Provisions”	means the provisions of the Contract relating to storms and hurricanes including Clauses 41, 42 and 43
“Identity Information”	has the meaning set out in Clause 51
“Indemnified Persons”	means each of MML, CWL and their successors and assigns or their respective directors, officers, employees, agents or any of their next of kin
“Inventory”	means any and all (i) walls, floors, ceilings, paintwork and fixtures at the Property and/or (ii) fittings, furniture, decoration or other items at the Property during the Property Rental which belong to the Property, to MML and/or to CWL
“Major Hurricane”	means a storm and/or hurricane which the U.S. National Oceanic and Atmospheric Administration forecasts will (i) have its centre pass within 100 nautical miles of the Cayman Islands, (ii) when it passes the Cayman Islands be a hurricane with a strength at or above category three on the Saffir-Simpson hurricane wind scale and (iii) affect the Cayman Islands within the next twenty four (24) hours
“Medical Issues”	Has the meaning set out in Clause 14

“MML”	means Mahogany Media Limited
“MML Cancellation Notice”	has the meaning set out in Clause 46
“MML FM Notice”	has the meaning set out in Clause 42
“MML FM Suspension Notice”	has the meaning set out in Clause 42
“MML FM Cancellation Notice”	has the meaning set out in Clause 42
“MML For Cause Cancellation Notice”	has the meaning set out in Clause 48
“MML Force Majeure Event”	has the meaning set out in Clause 42
“Payment Provisions”	means the provisions of the Contract relating to payments and timing, the Security Deposit, Excess Amounts and Extra Cleaning fees including Clauses 6, 7, 8, 9 and 36
“Payment Schedule”	means the breakdown and timing of payment of the Property Rental Price, the TAT Payable, the Standard Cleaning Fee and any other applicable fees, expenses and taxes associated with the Property Rental set out in the Contract including but not limited to those set out in Clause 6
“Payment System”	means the online system provided by Charge Automation Inc., an Ontario corporation, for the (i) payment of the Total Amount by the Rental Leader and (ii) entry into of the Contract by the Rental Leader, and/or such other online system(s) as MML shall decide to use for such purposes from time to time
“Platform Policy”	means, in respect of a Booking made through a particular Booking Platform, any provisions which that Booking Platform applies to the Booking which (i) expressly cover the relevant situation and (ii) are expressly intended to override in whole or in part some or all of the provisions of the Contract which are applicable to the relevant situation
“Pool Deck Area”	means the area at the Property around, and including, the Swimming Pool
“Pool Deck Area Issues”	has the meaning set out in Clause 13
“Post-Rental Steps”	means the steps set out in Clause 36
“Property”	means the property at Mahogany Breezes, 68 Lottery Road, Savannah, Grand Cayman, Cayman Islands
“Property Features”	has the meaning set out in Clause 14
“Property Loss or Damage”	means any loss, liability, injury, damage, expense and/or other cost arising as a result of (i) any breakage or damage during the Rental Term at the Property (excluding fair wear and tear) whether to the Property itself or to any item of Inventory, and/or (ii) any theft of any item of Inventory from the Property during the

	Rental Term
“Property Rental”	means the rental of the Property on the basis set out in the Contract
“Property Rental Price”	means the amount that the Rental Leader has agreed to pay for the rental of the Property itself (excluding the TAT Payable and the Standard Cleaning Fee)
“Quiet Hours Policy”	has the meaning set out in Clause 20
“Relevant Person”	means a Guest and/or a Visitor and/or a Supplier and/or any other person allowed on to or present at the Property during the Property Rental
“Relevant Personal Data”	Has the meaning set out in Clause 53
“Rental Finish Date”	means the date set out in the Contract
“Rental Finish Time”	means, unless agreed otherwise in writing by MML as part of the Booking process, 10:00am Cayman Islands time
“Rental Leader”	means the natural person or Entity identified in the Contract as the primary renter and/or primary guest for the purposes of the Property Rental
“Rental Leader FM Notice”	has the meaning set out in Clause 43
“Rental Leader FM Suspension Notice”	has the meaning set out in Clause 43
“Rental Leader FM Cancellation Notice”	has the meaning set out in Clause 43
“Rental Leader Cancellation Notice”	has the meaning set out in Clause 45
“Rental Leader For Cause Cancellation Notice”	has the meaning set out in Clause 47
“Rental Leader Force Majeure Event”	has the meaning set out in Clause 43
“Rental Start Date”	means the date set out in the Contract
“Rental Start Time”	means, unless agreed otherwise in writing by MML as part of the Booking process, 3:00pm Cayman Islands time
“Rental Term”	means the time period and number of nights for which the Property Rental is to last, running from the Rental Start Time on the Rental Start Date to the Rental Finish Time on the Rental Finish Date
“Safety Issues”	has the meaning set out in Clause 14
“Security Deposit”	means the mandatory refundable security deposit in respect of the Property Hire: (1) the details of which including amount, payment timing and repayment process shall be as per the Contract and/or as disclosed at the time the Booking is made; and (2) which shall be payable and administered via the Security Deposit System

“Security System”	Deposit	means the online system provided by Charge Automation Inc., an Ontario corporation, for the payment and administration of (i) the Security Deposit and/or (ii) any Property Loss or Damage payments and/or (iii) any Extra Cleaning Fee payments, and/or such other online system(s) as MML shall decide to use for such purposes from time to time
“Specified Issues”		has the meaning set out in Clause 17
“Specified Issue Provisions”		means the provisions of the Contract relating to Pool Deck Area Issues, Safety Issues, Medical Issues, Flora and Fauna Issues and Bee Area Issues including Clauses 13, 14, 15, 16 and 17
“Standard Cleaning Fee”		means the fee payable for a standard cleaning and /or standard tidying and/or standard gardening of the Property on or after Rental Finish Date as set out in the Contract and/or as disclosed at the time the Booking is made
“Storm Event”		has the meaning set out in Clause 41
“Storm Event Credit”		has the meaning set out in Clause 41
“Supplier”		means any third-party providing goods and/or equipment and/or offering services at the Property and/or in relation to the Property Rental and includes any employee, officer or representative of such third-party
“Swimming Pool”		means the unfenced swimming pool at the Property
“TAT”		means tourist accommodation taxes payable to CIDoT pursuant to the Tourist Accommodation (Taxation) Act (2103 Revision) (the “TAT Act”)
“TAT Payable”		means the TAT payable (if any) in respect of the Property Rental as set out in the Contract and/or as disclosed to the Rental Leader at the time the Booking is made
“Terms and Conditions”		means these terms and conditions applicable to the Contract
“Total Price”		means all of the amounts due and payable by the Rental Leader in accordance with the Contract including, but not limited to, the Property Rental Price, the TAT Payable and the Standard Cleaning Fee
“Trade and Business Licences”		means the licences under the Trade and Business Licensing Act (2026 Revision) maintained by MML and/or CWL which enable operation of the Property as short-term rental accommodation
“Visitor”		means any person invited on to, or permitted to enter on to, the Property during the Rental Term by the Rental Leader and/or any Guest who is not a Supplier.

Each reference in the Contract to “writing” and any similar expression includes electronic communications whether sent by e-mail other means.

In the Contract, unless the context otherwise requires:

- a) words importing the singular meaning include the plural meaning and vice versa;
- b) words of one gender include other genders, and words denoting natural persons include corporations and vice versa;
- c) the Clause and paragraph headings are for the convenience of the parties and are not intended to affect their interpretation; and
- d) references to a statute or statutory provision include a statute or statutory provision as amended, extended or re-enacted, and subordinate legislation pursuant to it, as in force for the time being.

2. Information About MML and CWL

- a) Cayman Wildlife Limited (“**CWL**”) is an ordinary resident company registered in the Cayman Islands under number 424085 whose registered office address is at Bodden Corporate Services Ltd, P.O. Box 10335, Governors Square, 23 Lime Tree Bay Avenue, Grand Cayman KY1-1003, Cayman Islands which owns the Property.
- b) Mahogany Media Limited (“**MML**”) is an ordinary resident company registered in the Cayman Islands under number 419225 whose registered office is at Bodden Corporate Services Ltd, P.O. Box 10335, Governors Square, 23 Lime Tree Bay Avenue, Grand Cayman KY1-1003, Cayman Islands which acts as the agent of CWL in respect of the Property and operates the Property for and on behalf of CWL.

3. The Contract

- a) MML offers short-term rental/letting of the Property for private, non-commercial purposes to a person identified as the primary renter for the purposes of the Property Rental (the “**Rental Leader**”) on the basis of the combination of the Terms and Conditions and the Booking Details (together, the “**Contract**”).
- b) Where the Rental Leader is a natural person rather than an Entity, the Rental Leader must be aged 25 years or over and both proof of age and ID verification for the Rental Leader will be required.
- c) Where the Rental Leader is an Entity:
 - 3.c.1 the Entity which is the Rental Leader will operate as the Rental Leader for the purposes of the Contract; and
 - 3.c.2 the Entity which is the Rental Leader hereby agrees, confirms, represents and warrants that the person who entered into the Contract via the Booking Platform for and on behalf of the Rental Leader is duly authorised to bind the Entity which is the Rental Leader and to enter into and perform the Contract for and on behalf of the Entity which is the Rental Leader.

- d) The Contract will record the entire arrangement between the Rental Leader and MML. The Rental Leader must check to ensure that everything that the Rental Leader wishes to form part of the Property Rental is included in the Contract. The Rental Leader should ensure that it has read the Contract carefully. If the Rental Leader is unsure about any part of the Contract, the Rental Leader should ask MML for clarification.
- e) The legally binding Contract between MML and the Rental Leader will be created upon the Rental Leader:
 - 3.e.1 submitting the necessary Booking Details via the relevant Booking Platform;
 - 3.e.2 making the relevant payment(s) in relation to the Property Rental via the Payment System; and
 - 3.e.3 agreeing to enter into the Contract via the Payment System
 all in accordance with the applicable procedures required by the relevant Booking Platform and Payment System.
- f) The Rental Leader, for itself and on behalf of each Relevant Person, acknowledges that they have read, understood, and agree to comply with all terms outlined in the Contract including, but not limited to, the Payment Provisions, the Specified Issue Provisions, the Behaviour Provisions, the General Responsibility Provisions, the Hurricane Provisions and the Cancellation Provisions.
- g) Nothing provided by CWL and/or MML (including, but not limited to, sales and marketing literature, pricing details and other documents) constitutes a contractual offer capable of acceptance. The Rental Leader, for itself and on behalf of each Relevant Person, acknowledges that it and they cannot rely on any statement, representation, assurance or promise (whether made innocently or negligently) that is not set out in the Contract, including those that may have been communicated verbally. Neither the Rental Leader nor any Relevant Person shall have any claim for innocent or negligent misrepresentation based on any statement that may or may not have been made to the Rental Leader and/or any Relevant Person as part of the Property Rental process and can only rely on what is set out in writing in the Contract.

4. The Property Rental

- a) Subject to the detailed terms of the Contract, MML will rent out the Property to the Rental Leader for the Rental Term. All Property Rentals will be subject to the Contract.
- b) Unless agreed otherwise in writing with MML, there will be no entry to the Property before the Rental Start Time on the Rental Start Date:
- c) Unless agreed otherwise in writing with MML the Property must be vacated by the Rental Finish Time on the Rental Finish Date.
- d) Neither the Rental Leader nor any Relevant Person shall sublet, sublicense, assign, or otherwise transfer the Property, in whole or in part, nor permit any other person to occupy or use the Property other than those expressly permitted by the Contract, without the prior written consent of MML. Any unauthorized

subletting, sublicensing, assignment, transfer, occupation or use shall constitute a material breach of the Contract and will result in the immediate termination of the Property Rental, forfeiture of any amounts paid, and the removal of the Rental Leader, all Relevant Persons and any unauthorized occupants from the Property.

5. Requests to Change the Rental Start Date and/or Rental Finish Date and/or Rental Term

- a) Unless agreed otherwise specifically in writing by MML in its absolute discretion in a particular instance, after a Booking has been made any request by the Rental Leader to change the Rental Start Date and/or Rental Finish Date and/or Rental Term for that Booking shall be treated as a request for cancellation of the existing Booking by the Rental Leader in accordance with the Contract and in particular Clause 45.
- b) In such circumstances:
 - 5.b.1 it will then be the responsibility of the Rental leader, not MML, to make a new Booking via a Booking Platform for the new Rental Start Date and/or Rental Finish Date and/or Rental Term; and
 - 5.b.2 MML cannot guarantee, and accepts no responsibility for, the availability of the Property for the new Rental Start Date and/or Rental Finish Date and/or Rental Term as the Property may already have been booked by another person for the relevant dates via a Booking Platform.

6. Payment Timing and TAT Payable

- a) The Property Rental Price will be as set out in the Contract. The TAT Payable and the Standard Cleaning Fee will be as set out in the Contract and/or be as disclosed at to the Rental Leader at the time of making the Booking and/or be as otherwise determined by MML.
- b) The Rental Leader agrees to pay the Property Rental Price, the TAT Payable, the Standard Cleaning Fee and all other applicable fees, expenses and taxes in accordance with the Payment Schedule.
- c) Unless otherwise agreed by MML in a particular instance:
 - 6.c.1 where the Booking is made sixty (60) days or more before the Rental Start Date the Total Price will be paid in two instalments:
 - 6.c.1.1 the first instalment of 50% of the Total Price will be due and payable on the date on which the Booking is made; and
 - 6.c.1.2 the second instalment of 50% of the Total Price will be due and payable sixty (60) days before the Rental Start Date; and
 - 6.c.2 where the Booking is made less than sixty (60) days before the Rental Start Date then 100% of the Total Price will be paid in a single instalment due and payable on the date on which the Booking is made.

- d) If the rate of TAT changes between the date the Booking is made and the Rental Start Date such that the TAT Payable in respect of the Property Rental changes, the Rental Leader must pay any such difference promptly when required to do so in writing by MML.
 - e) Notwithstanding the Payment Provisions (including this Clause 6), where:
 - 6.e.1 the Booking Platform through which a Booking is made has a Platform Policy which:
 - 6.e.1.1 covers the same subject matter as the Payment Provisions but differs materially from the Payment Provisions; and
 - 6.e.1.2 is expressly intended to override in whole or in part some or all of the Payment Provisions; and
 - 6.e.2 a payment issue arises in respect of the Booking which is covered by the Contract and is also covered by the Platform Policy,
- then the provisions of that Platform Policy shall to the extent that they differ materially from the Payment Provisions (including this Clause 6) be deemed to be incorporated into and to apply instead of the Payment Provisions (including this Clause 6) so as to override in whole or in part some or all of the Payment Provisions but only to the extent necessary to match the Payment Provisions to the Platform Policy provided that all other unaffected parts of the Payment Provisions (including the unaffected parts of this Clause 6) shall continue to apply, mutatis mutandis.

7. Security Deposit

- a) Unless otherwise agreed by MML in a particular instance:
 - 7.a.1 the Security Deposit will be payable by the Rental Leader on each Property Rental;
 - 7.a.2 the Rental Leader will be required to pay the Security Deposit using the Security Deposit System at such point prior to the Rental Start Date as is set out in the Contract;
 - 7.a.3 any failure by the Rental Leader to pay the Security Deposit using the Security Deposit System by the time required will:
 - 7.a.3.1 cause immediate cancellation of the Contract without written notice by MML pursuant to the Contract (including Clause 48); and
 - 7.a.3.2 immediately entitle MML to withhold the keys and Access Devices for the Property and to refuse access to the Property for the Rental Leader and all Guests.
- b) The Rental Leader agrees to pay the Security Deposit in accordance with the Contract using the Security Deposit System and agrees and confirms that MML is authorised to secure payment of, and administer, the Security Deposit pursuant to the Security Deposit System.
- c) The Rental Leader confirms and agrees, both for itself and on behalf of each Relevant Person, that:

- 7.c.1 the Rental Leader is responsible where any of the Indemnified Persons suffers any Property Loss or Damage arising as a result of the Property Rental, whether caused by the Rental Leader, and/or any Relevant Person and/or by person(s) unknown, and the Rental Leader remains liable for all such Property Loss or Damage;
 - 7.c.2 the Rental Leader shall, to the fullest extent permitted by law, indemnify (on a full indemnity basis) and holds harmless the Indemnified Persons and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of any kind, including without limitation to the foregoing, those relating to any of the aforementioned) whatsoever which they or any of them may incur or be subject to as a result of any Property Loss or Damage and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future;
 - 7.c.3 any Property Loss or Damage arising during Property Rental must be recorded by the Rental Leader and reported to a representative of MML immediately; and
 - 7.c.4 where Property Loss or Damage occurs, and replacement is (in MML's sole opinion) necessary, the items affected shall be replaced on a new for old basis.
- d) Following the Rental Finish Date, a walk-through of the Property will be conducted by a representative of MML to determine (i) the state of the Property and the Inventory and (ii) whether there is any Property Loss or Damage.
 - e) If Property Loss or Damage is found that has not been reported to MML during the Rental Term, then photos will be taken (where appropriate) and the Property Loss or Damage amount calculated and the Rental Leader will be notified in writing.
 - f) Any Property Loss or Damage amounts and/or Extra Cleaning Fee amounts payable will be deducted from the Security Deposit pursuant to the Security Deposit System.
 - g) If the combined total of:
 - 7.g.1 any Property Loss or Damage amounts; and/or
 - 7.g.2 any Extra Cleaning Fee amounts
 exceeds the remaining Security Deposit amount, then the Rental Leader agrees that MML shall be authorised to charge the Rental Leader for the excess amount over and above the remaining Security Deposit amount (an "**Excess Amount**") by way of an additional charge equal to the Excess Amount payable, and administered, pursuant to the Security Deposit System. The Rental Leader will pay any Excess Amount as soon as reasonably practicable following receipt of the necessary payment link pursuant to the Security Deposit System.

- h) Where there is (i) no Property Loss or Damage amount and (ii) no Extra Cleaning Fee amount and (iii) no other relevant taxes, fees or charges payable pursuant to the Contract then the Security Deposit will be refunded to the Rental Leader through the Security Deposit System within three (3) days of the Rental Finish Date.
- i) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that where MML, in its sole discretion, determines that the Rental Leader and/or any Relevant Person has held a party in the Property during the Property Rental this will result, inter alia, in an immediate and automatic forfeiture of the Security Deposit and the Rental Leader being required to pay one or more Excess Amounts.
- j) For the avoidance of doubt, the Security Deposit and Property Loss or Damage provisions in this Clause 7 shall survive termination of the Contract.

8. Payment Methods and Overdue Sums

- a) Unless specifically agreed otherwise in writing by MML in a particular instance, MML accepts only the method of payment used or required by, or used or required in connection with, the relevant Booking Platform.
- b) If the Rental Leader does not make any payment to MML by the due date the Rental Leader agrees that:
 - 8.b.1 MML shall be authorised to charge the Rental Leader interest on the overdue sum:
 - 8.b.1.1 from the due date for payment at the rate of 3% per annum above the base lending rate of Butterfield Bank (Cayman) Limited from time to time;
 - 8.b.1.2 such interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment; and
 - 8.b.1.3 the Rental Leader must pay any interest due when paying an overdue sum; and/or
 - 8.b.2 MML may notify the Rental Leader of the default in writing and, where the Rental Leader remains in default for three (3) Business Days after being notified in writing of the default, MML shall be authorised to
 - 8.b.2.1 terminate the Contract and cancel the Booking and/or Property Rental pursuant to Clause 48 without any liability on MML's or CML's part; and/or
 - 8.b.2.2 forfeit any amounts already paid by the Rental Leader in respect of the Booking and/or Property Rental; and/or
 - 8.b.2.3 take such action at law as is necessary to recover any and all amounts owed.

9. Tourist Accommodation Tax

- a) MML shall be responsible for administering and paying to CIDoT the TAT Payable (if any).
- b) Whether TAT is payable and the amount of TAT Payable will be calculated by MML on a case-by-case basis bearing in mind the nature of the Contract and other relevant factors, including the following:
 - 9.b.1 as at March 2026 the rate of TAT is set at 13% but that percentage may be varied by CIDoT from time to time; and
 - 9.b.2 TAT may not be payable in respect of a Property Rental where either (i) there is no overnight accommodation element to the Property Rental or (ii) the Rental Leader is not considered to be a “tourist” as that term is used in the TAT Act.
- c) The Rental Leader shall make payments in respect of the TAT Payable in respect of the Property Rental to MML promptly as and when required under the Contract to enable MML to meet its TAT obligations to CIDoT in relation to the Property Rental.
- d) The Rental Leader shall, as and when requested by MML, provide such additional information and assistance as is reasonably required to enable MML to meet its TAT obligations to CIDoT in relation to the Property Rental.

10. Rental Leader General Responsibility

- a) The Rental Leader is responsible for itself and for each Relevant Person on the basis set out in the Contract. Such responsibility includes, but is not limited to, responsibility for:
 - 10.a.1 use of the Property generally and the behaviour of all Relevant Persons at the Property during the Property Rental;
 - 10.a.2 making sure that all Relevant Persons adhere to all the rules and instructions relating to the Property including (without limitation) those (i) set out in the Contract, (ii) placed on signs at appropriate points at the Property and (iii) in the House Information Manual;
 - 10.a.3 ensuring adherence to the check-in time requirements on the Rental Start Date;
 - 10.a.4 ensuring compliance with the Check-In Instructions;
 - 10.a.5 ensuring adherence to the check-out time requirements on the Rental Finish Date;
 - 10.a.6 ensuring compliance with the Check-Out Instructions;
 - 10.a.7 confirming that the Rental Leader and each Relevant Person meets minimum age, proficiency, fitness, or other requirements for use of the Property and its facilities and participation in any event(s) or activity(ies) at the Property in a safe and responsible manner; and
 - 10.a.8 ensuring that none of the Rental Leader and/or any Relevant Person has any medical or physical conditions or other circumstances that may impact ability their ability to use the Property and its facilities to and

participate in any event(s) or activity(ies) at the Property in a safe and responsible manner.

11. Use of the Property

- a) Where the Rental Leader is a natural person, in consideration of the payment by the Rental Leader for the Property Rental and the Rental Leader's compliance with the terms of the Contract, MML grants:
 - 11.a.1 the Rental Leader a temporary exclusive license to use the Property in a manner consistent with its use as a residential property for the Rental Term; and
 - 11.a.2 the Guests a temporary license to use the Property in a manner consistent with its use as a residential property for the Rental Term.
- b) Where the Rental Leader is an Entity, in consideration of the payment by the Rental Leader for the Property Rental and the Rental Leader's compliance with the terms of the Contract, MML grants the persons designated by the Rental Leader as Guests a temporary license to use the Property in a manner consistent with its use as a residential property for the Rental Term.
- c) These temporary licenses only allow the Rental Leader and the Guests to use the Property in a manner consistent with its use as a residential property for the Rental Term for lawful and proper activities.
- d) The temporary exclusive licenses granted to the Rental Leader and the Guests will last only for the Rental Term.
- e) Unless agreed otherwise specifically in writing with MML, where the Rental Leader is a natural person:
 - 11.e.1 the Rental Leader must stay at the property during the Rental Term;
 - 11.e.2 the number of Guests on Property at any time shall not exceed eleven (11) persons; and
 - 11.e.3 the number of Visitors on Property at any time shall not exceed six (6) persons.
- f) Unless agreed otherwise specifically in writing with MML, where the Rental Leader is an Entity the number of Guests on Property at any time shall not exceed twelve (12) persons and the number of Visitors on Property at any time shall not exceed six (6) persons.
- g) MML has the right to inspect the Property at any time during the Rental Term and MML will require the Rental Leader to remove any number of persons in excess of the maximum numbers set out in this Clause 11.
- h) No person other than the Rental Leader and the Guests shall be permitted to stay overnight at the Property during the Property Rental. No Visitor shall be permitted to stay overnight at the Property during the Property Rental. No Supplier shall be permitted to stay overnight at the Property during the Property Rental.
- i) MML shall be entitled to (i) refuse entry to the Property for the Rental Leader, and/or any Relevant Person and/or (ii) ask the Rental Leader and/or any

Relevant Person to leave the Property if, in MML's reasonable opinion the Rental Leader and/or any Relevant Person is acting in any manner which MML deems to be (i) inconsistent with the Property being used as a residential property and/or (ii) in breach of the Contract and/or (iii) otherwise inappropriate.

- j) There is an absolute prohibition on parties, celebrations, large gatherings or meetings at the Property without the prior written consent of MML. If MML, in its sole discretion, determines that the Rental Leader and/or any Relevant Person has held a party, celebration, large gathering or meeting in the Property during the Property Rental without such consent being obtained this will be deemed a material breach of the Contract which will entitle MML (i) to terminate the Contract for cause under Clause 48 and/or (ii) to pursue such other remedies as MML and/or CWL sees fit.
- k) MML has the right to enter the Property during the Rental Term but in doing so will exercise those rights in a manner not inconsistent with the Rental Leader's use of the Property and causing as little disturbance as possible.
- l) The Rental Leader shall ensure that (i) none of the Inventory is used in an inappropriate fashion during the Property Rental, and (ii) that no furniture item is moved from its location on the Rental Start Date (and in particular that no interior furniture item is used or left outside of the house at the Property).
- m) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:
 - 11.m.1 important information in relation to the Property and the Property Rental is contained in the House Information Manual;
 - 11.m.2 the House Information Manual has been read and understood by the Rental Leader and each Relevant Person; and
 - 11.m.3 the Rental Leader and each Relevant Person will be cognizant of the information and advice contained in the House Information Manual at all times;
 - 11.m.4 the Rental Leader and each Relevant Person will follow any rules set out in the House Information Manual at all times.
- n) MML and its authorized agents, contractors, or workmen shall have the right to enter the Property at reasonable times during the Property Rental for the purposes of inspection, maintenance, repairs, or to address any emergency or urgent issue affecting the Property. Except in cases of emergency, MML shall provide the Rental Leader with reasonable prior notice of any intended entry and shall use reasonable efforts to schedule such access at times that minimize inconvenience to the Rental Leader and Guests. In the event of an emergency, or where immediate action is required to prevent damage to the Property or ensure the safety of persons, MML and its authorized agents, contractors, or workmen may enter the Property without prior notice. The Rental Leader, for itself and on behalf of each Relevant Person, agrees to provide reasonable cooperation and access to facilitate such inspections, maintenance, repairs or emergency work and shall not unreasonably withhold or delay access. MML shall use reasonable efforts to ensure that any work carried out is completed

promptly and with minimal disruption to the use and enjoyment of the Property by the Rental Leader and Guests.

12. Personal Property and Security

- a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges that no safe or secure storage facility is provided at the Property for the safeguarding of money, jewellery, watches, passports, documents or other valuables. All personal property brought onto the Property by the Rental Leader and/or any Relevant Person shall be at their sole risk.
- b) Neither MML nor CWL will accept responsibility or liability in respect of any liability, loss, breakage, damage or theft of or relating to any goods, articles or personal property of any kind (including but not limited to cars left overnight, money, jewellery, watches, passports, documents or other valuables) brought into or left at the Property by the Rental Leader and/or any Relevant Person.
- c) The Rental Leader is responsible for securing the Property during the Property Rental, including locking doors and windows and closing screens when appropriate, and is encouraged to obtain appropriate travel or personal property insurance to cover any potential loss.
- d) It is the Rental Leader's sole responsibility to inform each Relevant Person of (i) the application of this Clause 12 and (ii) all other provisions of the Contract that affect them.

13. Pool Deck Area and Swimming Pool

- a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:
 - 13.a.1 while all reasonable safety steps have been taken in respect of the Pool Deck Area and/or Swimming Pool, its use is entirely at the user's risk;
 - 13.a.2 at no time will the Pool Deck Area and/or Swimming Pool be officially supervised or have a lifeguard on duty;
 - 13.a.3 the Swimming Pool is unfenced making it imperative that the Rental Leader and all Relevant Persons ensure that no child, vulnerable adult or person who cannot swim is left unaccompanied at any time during the Property Rental;
 - 13.a.4 there is (i) safety signage relating to the Swimming Pool in the Pool Deck Area and (ii) information in the House Information Manual relating to the Pool Deck Area and the Swimming Pool, both of which should be read and understood by the Rental Leader and all Relevant Persons and the relevant advice and rules should be complied with at all times;
 - 13.a.5 the Swimming Pool is unusual in that it has two (2) deep ends with a shallow area in the centre, with the respective depths of these two deep ends and central shallow area being clearly marked on the pool deck around the Swimming Pool;

- 13.a.6 there is a red emergency stop button in the Pool Deck Area, on a post alongside the pool deck, which can be pressed in an emergency situation to stop the pool equipment motor;
- 13.a.7 no person other than the Rental Leader, each Guest and each Visitor is permitted to use the Pool Deck Area and/or Swimming Pool during the Property Rental;
- 13.a.8 any use of the Pool Deck Area and/or Swimming Pool during the Property Rental involves a number of risks, including but not limited to the risk of injury or death arising from:
 - 13.a.8.1 slips, trips and falls in or around the Pool Deck Area and/or Swimming Pool;
 - 13.a.8.2 the Pool Deck Area and/or Swimming Pool not being officially supervised or having a lifeguard on duty;
 - 13.a.8.3 possible malfunction of Swimming Pool equipment;
 - 13.a.8.4 running, jumping, diving or other similar actions; and
 - 13.a.8.5 any drunken, reckless, dangerous or otherwise inappropriate actions in or around the Pool Deck Area and/or Swimming Pool;
- 13.a.9 the list in Clause 13.a.8 above is not an exhaustive list of all possible risks, and only provides examples of risks that could possibly occur in or around the Pool Deck Area and/or Swimming Pool;
- 13.a.10 the Rental Leader is responsible for safety around the Pool Deck Area and/or Swimming Pool and is responsible for all persons using the Pool Deck Area and/or Swimming Pool during the Property Rental;
- 13.a.11 the Rental Leader is responsible for ensuring that all persons using the Pool Deck Area and/or Swimming Pool during the Property Rental:
 - 13.a.11.1 are of minimum age, swimming proficiency and fitness for; and/or
 - 13.a.11.2 do not have any medical or physical conditions or other circumstances that may impact ability their ability to,
 use the Pool Deck Area and/or Swimming Pool in a safe and responsible manner.
- 13.a.12 as there will be no official supervision or lifeguarding provided by MML and/or CWL for the Pool Deck Area and/or Swimming Pool during the Property Rental:
 - 13.a.12.1 use of the Pool Deck Area and/or Swimming Pool will require the Rental Leader to take steps to ensure the ongoing safety of the Rental Leader and all Relevant Persons using the Pool Deck Area and/or Swimming Pool during or as a result of the Property Rental including, but not limited to:
 - 13.1.a.a.12.a.1.a.1. making all Relevant Persons aware of the information relating to Pool Deck Area and/or

Swimming Pool set out in the Contract and/or in the House Information Manual;

13.1.a.a.12.a.1.a.2. making all Relevant Persons aware of the features of the Pool Deck Area and/or Swimming Pool and the corresponding risks; and

13.1.a.a.12.a.1.a.3. implementing an approach designed to deal with and/or avoid any potential safety issues arising from use of the Pool Deck Area and/or Swimming Pool during the Property Rental; and

13.a.12.2 the Rental Leader will be responsible for dealing with any and all safety, medical or other issues that may arise from use of the Pool Deck Area and/or Swimming Pool by the Rental Leader and/or any Relevant Person during or as a result of the Property Rental ("**Pool Deck Area Issues**").

b) The waiver, release, indemnity and other provisions of Clause 17 shall apply in relation to any Pool Deck Area Issue.

14. Safety and Medical Care

a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:

14.a.1 the Property is a normal residential property being rented out on a short-term basis and as such:

14.a.1.1 no trained safety personnel or trained medical personnel provided by MML and/or CWL will be present; and

14.a.1.2 the Property has no Automated External Defibrillator (AED) device;

14.a.2 the Property contains features which require care to be taken to ensure that safety issues do not arise ("**Property Features**") including but not limited to:

14.a.2.1 uneven surfaces and terrain;

14.a.2.2 wooded terrain;

14.a.2.3 irregular pathways;

14.a.2.4 holes and rock stairways;

14.a.2.5 wooden bridges over holes and uneven terrain;

14.a.2.6 sharp karst rock formations;

14.a.2.7 a solar power generation array/system on concrete posts in the field by the roadside;

14.a.2.8 a natural well with a solid concrete cover in the front garden near to the roadside bin enclosure;

14.a.2.9 the Flora and Fauna;

14.a.2.10 the Pool Deck Area and Swimming Pool; and

14.a.2.11 the Bee Area;

14.a.3 there is information in the House Information Manual relating to the Property Features which should be read and understood by the Rental

Leader and all Relevant Persons, and the relevant advice and rules should be complied with at all times;

14.a.4 as there will be no trained safety personnel provided by MML and/or CWL present at the Property during the Property Rental:

14.a.4.1 the Property Features will require the Rental Leader to take steps to ensure the ongoing safety of the Rental Leader and all Relevant Persons during or as a result of the Property Rental including, but not limited to:

14.1.a.a.4.a.1.a.1. making all Relevant Persons aware of the Property Features and the corresponding risks set out in the Contract and/or in the House Information Manual; and

14.1.a.a.4.a.1.a.2. implementing an approach designed to deal with and/or avoid any potential safety issues arising during or as a result of the Property Rental; and

14.a.4.2 the Rental Leader will be responsible for dealing with any and all safety issues that may arise in relation to the Rental Leader and/or any Relevant Person during or as a result of the Property Rental (“**Safety Issues**”).

14.a.5 MML will provide the Rental Leader with a basic medical kit, and the contact details for both (i) emergency services and (ii) the closest hospital are set out on a framed sign on the kitchen wall;

14.a.6 as there will be no trained medical personnel provided by MML and/or CWL present at the Property during the Property Rental

14.a.6.1 the Rental Leader should take steps to reduce the risk of medical issues arising during or as a result of the Property Rental including, but not limited to:

14.1.a.a.6.a.1.a.1. making all Relevant Persons aware of both the basic medical kit and medical information at the Property and referred to in this Clause 14; and

14.1.a.a.6.a.1.a.2. implementing an approach designed to deal with and/or avoid any potential medical issues during or as a result of the Property Rental; and

14.a.6.2 the Rental Leader will be responsible for dealing with any and all medical issues that may arise in relation to the Rental Leader and/or any Relevant Person during or as a result of the Property Rental (“**Medical Issues**”).

14.a.7 neither MML nor CWL shall be responsible for the performance of the Rental Leader in dealing with any Safety Issues and/or Medical Issues during or as a result of the Property Rental.

b) The waiver, release, indemnity and other provisions of Clause 17 shall apply in relation to any Safety Issue and/or Medical Issue.

15. Flora and Fauna

- a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:
 - 15.a.1 there are significant numbers of native and endemic species of Cayman Islands flora and fauna on the Property (together, the “**Flora and Fauna**”);
 - 15.a.2 given the size and situation of the Property and how it is marketed, a significant portion of both (i) the value of the Property and (ii) the cash-flow resulting from the short-term rental business at the Property is attributable to the Flora and Fauna;
 - 15.a.3 there is information in the House Information Manual relating to the Flora and Fauna which should be read and understood by the Rental Leader and all Relevant Persons, and the relevant advice and rules should be complied with at all times;
 - 15.a.4 the Rental Leader is responsible for ensuring that the Rental Leader and all Relevant Persons:
 - 15.a.4.1 treat the Flora and Fauna with respect;
 - 15.a.4.2 behave in a responsible and appropriate manner towards the Flora and Fauna during the Property Rental; and
 - 15.a.4.3 do not chase, harass, annoy, damage or otherwise harm any of the Flora and Fauna;
 - 15.a.5 the Flora and Fauna require the Rental Leader to take steps to ensure (i) the ongoing safety and well-being of the Rental Leader and all Relevant Persons during interactions with the Flora and Fauna during the Property Rental and (ii) the ongoing safety and well-being of the Flora and Fauna during interactions with the Rental Leader and all Relevant Persons during the Property Rental including, but not limited to:
 - 15.1.a.a.5.a.1.a.1. making all Relevant Persons aware of the Flora and Fauna and the information provided in relation to the Flora and Fauna in the Contract and/or in the House Information Manual; and
 - 15.1.a.a.5.a.1.a.2. implementing an approach designed (i) to deal with and/or avoid any potential safety issues arising and (ii) to ensure ongoing safe and rewarding Flora and Fauna interactions during the Property Rental;
 - 15.a.6 the Rental Leader will be responsible for dealing with any and all incidents or issues resulting from Flora and Fauna interaction that may arise for the Rental Leader and/or any Relevant Person during or as a result of the Property Rental (“**Flora and Fauna Issues**”); and
 - 15.a.7 neither MML nor CWL shall be responsible for the performance of the Rental Leader in dealing with any Flora and Fauna Issues during or as a result of the Property Rental.

- b) The waiver, release, indemnity and other provisions of Clause 17 shall apply in relation to any Flora and Fauna Issue.

16. Bee Area

- a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:
 - 16.a.1 there is a fenced-off area in the roadside garden at the Property close to the gate of the Property where a wild beehive inhabits a tree trunk (the “**Bee Area**”);
 - 16.a.2 the Bee Area is fenced off and clearly signed as an area that the Rental Leader and all Relevant Persons should keep out of;
 - 16.a.3 the Rental Leader is responsible for keeping itself and all Relevant Persons out of the Bee Area;
 - 16.a.4 there is information in the House Information Manual relating to the Bee Area which should be read and understood by the Rental Leader and all Relevant Persons, and the relevant advice and rules should be complied with at all times;
 - 16.a.5 the Bee Area requires the Rental Leader to take steps to ensure (i) the ongoing safety and well-being of the Rental Leader and all Relevant Persons during any interactions with the Bee Area during the Property Rental and (ii) the ongoing safety and well-being of the wild bees and wild bee nest in the Bee Area during any interactions with the Rental Leader and all Relevant Persons during the Property Rental including, but not limited to:
 - 16.1.a.a.5.a.1.a.1. making all Relevant Persons aware of (i) the Bee Area, (ii) the obligation to keep out of it and (iii) the information provided in relation to the Bee Area in the Contract and/or in the House Information Manual; and
 - 16.1.a.a.5.a.1.a.2. implementing an approach designed (i) to deal with and/or avoid any potential safety issues arising and (ii) to ensure ongoing safe and rewarding Bee Area interactions during the Property Rental;
 - 16.a.6 the Rental Leader will be responsible for dealing with any and all incidents or issues resulting from Bee Area interaction that may arise for the Rental Leader and/or any Relevant Person during or as a result of the Property Rental (“**Bee Area Issues**”); and
 - 16.a.7 neither MML nor CWL shall be responsible for the performance of the Rental Leader in dealing with any Bee Area Issues during or as a result of the Property Rental.
- b) The waiver, release, indemnity and other provisions of Clause 17 shall apply in relation to any Bee Area Issue.

17. Specified Issue Responsibility, Waiver, Release, Indemnity and Limitation of Liability

- a) The waiver, release, indemnity and other provisions of this Clause 17 shall apply in relation to any Pool Deck Area Issue, Safety Issue, Medical Issue, Flora and Fauna Issue and/or Bee Area Issue (together, the “**Specified Issues**”).
- b) In exchange for MML allowing the Rental Leader and all Relevant Persons to use the Property during the Property Rental, the Rental Leader, on its own behalf and on behalf of each Relevant Person, hereby:
 - 17.b.1 agrees and confirms that no Indemnified Person shall be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Rental Leader and/or any Guest and/or any other Relevant Person at any time from any cause whatsoever arising out of or in connection with any Specified Issue unless arising directly as a result of an Indemnified Persons’ actual fraud or wilful default;
 - 17.b.2 waives, to the fullest extent permitted by law, any and all rights in respect of damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever that the Rental Leader and/or any Guest and/or any other Relevant Person has or may have in the future against any Indemnified Person as a result of or in connection with any Specified Issue;
 - 17.b.3 releases, to the fullest extent permitted by law, each Indemnified Person from any and all liability for any loss, damage, injury, expense, or other cost that the Rental Leader and/or any Guest and/or any other Relevant Person may suffer or that any of their next of kin may suffer as a result of or in connection with any Specified Issue;
 - 17.b.4 indemnifies (on a full indemnity basis) and holds harmless the Indemnified Persons and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of any kind, including without limitation to the foregoing, those relating to any of the aforementioned) whatsoever which they or any of them may incur or be subject to in consequence of any Specified Issue except and to the extent that the same arise as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future; no person shall be found to have committed actual fraud or wilful default under the Contract unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect;
 - 17.b.5 agrees and confirms that no Indemnified Person shall be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in

connection with any Specified Issue in each case whether or not the Indemnified Person has been advised of the possibility of such loss or damage and howsoever incurred; for the avoidance of doubt no Indemnified Person shall be so liable for any loss of goodwill or reputation;

- 17.b.6 agrees and confirms that the waiver, release and indemnity in this Clause 17 is fully effective and shall be effective and binding upon the Rental Leader and/or each Relevant Person their heirs, next of kin, executors, administrators, and assigns, or anyone else authorised to act on their behalf or on behalf of their estate;
- 17.b.7 agrees and confirms that the Rental Leader has read and understood the Contract and in particular this Clause 17;
- 17.b.8 agrees and confirms that each Guest and each other Relevant Person has (i) been provided with a copy of the Contract, including the Terms and Conditions and (ii) has read and understood the Contract and in particular this Clause 17;
- 17.b.9 agrees and confirms that it is aware that by the Rental Leader entering into the Contract on its own behalf and on behalf of each Relevant Person it is waiving certain legal rights that the Rental Leader and/or any Guest and/or any other Relevant Person may have against any Indemnified Person and that each of the Rental Leader and each Relevant Person fully agrees to do so; and
- 17.b.10 agrees and confirms that unless caused by their actual fraud, the maximum aggregate liability of any Indemnified Person(s) under the Contract is limited to an amount not exceeding two (2) times the Property Rental Price.

- c) For the avoidance of doubt, this Specified Issue Responsibility, Waiver, Release, Indemnity and Limitation of Liability provision shall survive termination of the Contract.

18. Suppliers

- a) Unless set out in the Contract or otherwise specifically agreed in writing with MML, neither CWL nor MML will provide any personnel, any services or any equipment additional to the Inventory during the Property Rental.
- b) Any equipment additional to the Inventory required by the Rental Leader during the Property Rental will be (i) subject to the prior approval of MML as set out below and (ii) obtained by the Rental Leader engaging one or more suitably qualified Suppliers.
- c) Any personnel or services required by the Rental Leader during the Property Rental must be obtained by the Rental Leader engaging one or more suitably qualified Suppliers.
- d) The Rental Leader will be responsible for overseeing such Suppliers and the provision and use of any associated services and equipment during the Property Rental.

- e) The Rental Leader must ensure that each Supplier (i) complies with all relevant provisions of the Contract, including but not limited to those relating to conduct and health and safety and (ii) complies with applicable laws and regulations.
- f) The Rental Leader confirms that, in connection with any Supplier, the Rental leader will be responsible for:
 - 18.f.1 hiring the Supplier;
 - 18.f.2 overseeing the Supplier at the Property;
 - 18.f.3 ensuring that the work of the Supplier at the Property takes place:
 - 18.f.3.1 in accordance with the relevant Supplier contract;
 - 18.f.3.2 in accordance with all applicable safety, hygiene and hospitality standards;
 - 18.f.3.3 in accordance with the provisions of applicable law; and
 - 18.f.3.4 in compliance with the Contract.
- g) Each Supplier must be suitably licensed and/or qualified to provide the relevant personnel and/or services and/or equipment.
- h) Any and all equipment that the Supplier wishes to use at the Property must have been appropriately tested to ensure that it is safe and compliant with all applicable electrical, food safety, hygiene and hospitality standards.
- i) If the Rental Leader and/or the Supplier fails to comply with any of its obligations under this Clause 18 then MML may in its sole discretion cancel the Contract immediately in accordance with Clause 48.
- j) It is agreed and acknowledged that none of MML and/or CWL and/or any of their owners or representative shall be responsible for (i) any third-party contract which the Rental Leader and/or any Relevant Person may make with any Supplier, (ii) the performance of any Supplier in connection with the implementation and management of, and compliance with, such a Supplier contract or (iii) for any issues arising in connection with the provision of personnel or services by any Supplier.

19. Electrical Equipment

- a) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that:
 - 19.a.1 the Property has an electrical supply and /or electrical systems consistent with a normal residential property, not a commercial venue;
 - 19.a.2 any and all electrical equipment that the Rental Leader and/or any Relevant Person wishes to use at the Property during the Property Rental must be appropriate for use in such a normal residential property environment and compliant with all applicable electrical standards; and
 - 19.a.3 the Rental Leader will be responsible for overseeing the use of all electrical equipment at the Property in a safe and responsible manner.

20. Behaviour Standards, Health and Safety, Nuisance and Noise

- a) The Rental Leader is responsible for the behaviour of the Rental Leader and/or each Relevant Person at the Property during the Property Rental.
- b) The Rental Leader acknowledges, agrees and confirms that the obligations contained in this Clause 20 shall apply to all other individuals at the Property during the Rental Term including but not limited to any Relevant Persons.
- c) The Property operates a strict quiet hours policy whereby, unless specifically agreed in writing with MML in advance, quiet is required between 10:00pm Cayman Islands time and 7:00am Cayman Islands time (“**Quiet Hours Policy**”).
- d) MML and CWL operate a zero-tolerance approach towards the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour (both verbal and physical) and it is expected that all representatives of MML and all other persons at the Property to be treated with respect.
- e) Accordingly, the Rental Leader acknowledges, agrees and confirms that:
 - 20.e.1 the Property is located in a normal residential area;
 - 20.e.2 MML is the holder of the Trade and Business Licences, the renewal of which could be adversely affected by any breach of the provisions of the Contract, particularly those contained in this Clause 20;
 - 20.e.3 the Rental Leader is primarily responsible for ensuring that during the Property Rental:
 - 20.e.3.1 all relevant health and safety requirements and regulations in relation to the Property are complied with;
 - 20.e.3.2 all applicable laws, licences and regulations relating to the use of the Property are observed;
 - 20.e.3.3 there is no consumption of alcohol on the Property by anyone under the age of 18 years;
 - 20.e.3.4 all persons at the Property are kept under a reasonable level of control at all times and this obligation extends to noise levels, general behaviour and sobriety;
 - 20.e.3.5 neither the Property nor any part of it shall be used for any activities which are dangerous, offensive, noxious, illegal or immoral; and
 - 20.e.3.6 neither the Property nor any part of it shall be used for any activities which are or may become a nuisance to CWL, MML or the Property’s neighbours
 - 20.e.3.7 the Quiet Hours Policy is observed by the Rental Leader and all Relevant Persons;
 - 20.e.3.8 noise from activities and/or music at the Property is limited at all times to a level which reasonable for such a residential area and will not unduly disturb the Property’s neighbours; and

20.e.3.9 any amplified entertainment and/or music used will not exceed 55dB at any time.

- f) If MML, or any representative of MML, has reason to believe that the Rental Leader's and/or any Relevant Person's behaviour is in breach of the Contract and/or is otherwise unacceptable, dangerous or unlawful, MML will at its absolute discretion be entitled to:
 - 20.f.1 take such action (including contacting police or emergency services) as it deems necessary to prevent such behaviour continuing and in order to safeguard others, including taking any action necessary to comply with the Trade and Business Licences, applicable licensing laws, other relevant laws, regulations or conditions and/or any planning conditions governing the use of the Property; and/or
 - 20.f.2 cancel the Contract immediately in accordance with Clause 47; and/or
 - 20.f.3 take any and all other actions permitted under the Contract including but not limited to seeking to recover any liability, loss or damage pursuant to Clause 40.

21. Additional Equipment and Fixings

- a) If the Rental Leader wishes to source and use any additional items or equipment at the Property during the Property Rental such equipment may only be used in such a way that does not require any destructive fixing to the structure of the Property.
- b) The Rental Leader shall not permit any alterations or attachments or additions (including decoration) to be made any part of the Property without MMLs prior written consent. No fixings requiring staples, glue, nails, tacks, screws or similar are permitted.

22. Explosive or Hazardous Substances

- a) None of the Rental Leader and/or any Relevant Person shall, at any time, have in or on the Property gas cylinders or any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous.

23. Children and vulnerable adults

- a) MML requires that the Rental Leader and the Relevant Persons ensure that no infant, child or vulnerable adult is left unaccompanied at any time during the Property Rental.
- b) The Rental Leader and the Relevant Persons, together with the parents and/or guardians of an infant, child or vulnerable adult, are responsible for the safety of that infant, child and vulnerable adults at all times.
- c) MML reserves the right to require the Rental Leader and/or the parents and/or guardians of any unsupervised or disruptive children and/or vulnerable adults to remove them from the Property at any time.

24. Live Animals

- a) No pets (including, but not limited to, dogs and/or cats) are allowed at the Property at any time.
- b) None of the Rental Leader or Relevant Persons may at any time bring or allow live animals onto the Property without MML's prior express written permission. Such permission can be sought but, given the nature of the Property, is unlikely to be granted. Any such permission must be sought no later than thirty (30) days before the Rental Start Date.

25. Candles or Lighted Flames

- a) None of the Rental Leader or any Relevant Person may at any time use candles or other lighted flames inside or around the Property without MML's express written permission.
- b) Such permission must be sought no later than thirty (30) days before the Rental Start Date.

26. No Sale of Goods

No sale of goods may take place during the Property Rental without MML's express written permission. Such permission must be sought no later than thirty (30) days before the Rental Start Date.

27. Fire Routes and Fire Equipment

- a) MML will make the Rental Leader aware of all fire routes and fire equipment prior to the start of the Rental Term.
- b) All fire routes and access thereto must remain completely unobstructed.
- c) All signs for fire routes and fire equipment must remain as prominent and visible as they are when the Property is unoccupied.
- d) Fire equipment must not be moved from its present location unless being used for its intended purpose.

28. Access and Loading / Unloading

- a) The Rental Leader will be provided with a plan of the Property showing access points.
- b) The loading and unloading point is located on the block-paved driveway adjacent to the garage on north side of the house on the Property.
- c) Unless expressly agreed otherwise in writing with MML in a particular instance, access for loading and unloading during the Rental Term is permitted between 9:00am Cayman Islands time and 5:00pm Cayman Islands time on any day other than a Sunday. Access loading and unloading outside of these hours shall be by prior written arrangement only.

29. Parking

- a) Parking facilities are available for a maximum of 8 cars at the Property, and those cars must be parked on the block-paving driveway adjacent to the house and/or on the gravelled driveway areas at the Property.
- b) Vehicles may not be driven on, or parked on, any part of the grass and/or garden at the Property at any time.
- c) None of the Rental Leader and/or any Relevant Person and/or any other person allowed on the Property during the Property Rental shall park on or obstruct the access ways to the Property.
- d) If the Rental Leader requires rental of additional parking near to the Property, the Rental Leader should contact MML at least thirty (30) days before the Rental Start Date.

30. Disability Provision

- a) Wheelchair access is not provided at the Property.
- b) Any Rental Leader requiring wheelchair access should contact MML at least thirty (30) days before the Rental Start Date with a view to determining whether any proposed wheelchair access arrangements can be accommodated at the Property.
- c) Any proposed wheelchair access arrangements will need to comply with the Contract (and in particular Clause 21) and will require MML's express written consent. Subject to applicable law, MML shall be under no obligation to agree to any proposed wheelchair access arrangements.
- d) The Property is not fitted with an induction loop for hearing aid users.

31. Smoking, Fireworks and Confetti

- a) Smoking and vaping are prohibited everywhere on the Property.
- b) The use of fireworks and/or chinese lanterns and/or other flammable and/or hazardous items is strictly prohibited anywhere on the Property.
- c) The use of non-biodegradable confetti, and the use of glitter, is strictly prohibited on the Property. The reasonable use of biodegradable confetti is permitted on the Property other than in the Pool Deck Area and the Swimming Pool.

32. No Open Fires or Barbeques

No open fires or barbeques of any kind are permitted at the Property.

33. Recording and Broadcasting

- a) No recording of sound or video for commercial reasons will be permitted during the Property Rental without MML's express written consent.

- b) No broadcasting of any kind may take place during the Property Rental without MML's express written consent. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming.

34. Promotional Materials

- a) Unless expressly agreed otherwise with the Rental Leader, MML reserves the right, for the purposes of promoting the Property, to use any material (photographic and/or video) shot by Guests and/or professional photographers during the Property Rental.

35. Keys and other Access Devices

- a) The Rental Leader shall not give the access code for the driveway gate to any third party (including but not limited to any Supplier) before, during or after the Property Rental. The Rental Leader is responsible for any breach of this provision and /or misuse of such access code and /or loss or damage arising therefrom.
- b) The Rental Leader agrees to return all keys, key fobs, access cards and driveway gate openers (collectively, "**Access Devices**") provided for the purposes of the Property Rental no later than the Rental Finish Time on the Rental Finish Date. All Access Devices must be returned to the location or person, and in the manner, designated by MML.
- c) Failure to return any Access Devices or returning them in a condition which is, in MML's sole determination, damaged or non-functional (excluding normal wear and tear) will result in replacement and/or reprogramming fees and/or costs. The Rental Leader authorizes MML to deduct such fees and/or costs from the Security Deposit and/or to charge the Rental Leader directly if the Security Deposit is insufficient.
- d) The Rental Leader shall not duplicate, lend, or transfer any Access Devices to any third party. The Rental Leader is responsible for any loss or misuse of Access Devices during the Property Rental.

36. Post-Rental Steps and Extra Cleaning Fees

- a) The Rental Leader is responsible for leaving the Property in the same condition it was received in at the start of the Rental Term.
- b) Following the end of the Rental Term, the Rental Leader shall, unless expressly agreed otherwise in writing with MML in advance, ensure that the Check-Out Instructions are complied with and that the following additional steps (the "**Post-Rental Steps**") occur / are taken:
 - 36.b.1 all doors must be locked and windows closed and locked;
 - 36.b.2 all screens and doors in the outside screen back patio room must be closed;
 - 36.b.3 any and all food and/or food items shall be removed from the screen room (to avoid local wildlife breaking in to reach the food in question);

36.b.4 all keys set(s) and gate clicker(s) must be returned to the drop box located outside the laundry room side door.

- c) The Rental Leader shall indemnify (on a full indemnity basis) and hold harmless the Indemnified Persons and each of them on the basis set out in Clause 41 for any failure to complete any or all of the Post-Rental Steps.
- d) Following the Rental Finish Date, a walk-through of the Property will be conducted by a representative of MML. Where that walk-through determines, in MML's sole discretion, that the Property:

36.d.1 has not being left in a condition which is reasonably satisfactory to MML (taking into account reasonable usage during the Property Rental); and

36.d.2 requires extra cleaning and/or tidying and/or repair and/or reinstatement and/or gardening to return the Property to the same condition that it was received in at the start of the Rental Term,

then such additional cleaning and/or tidying and/or repair and/or reinstatement and/or gardening fees over and above the Standard Cleaning Fee as MML determines to be reasonable in the circumstances (together, an "**Extra Cleaning Fee**") shall be payable to MML by the Rental Leader.

- e) The amount of any Extra Cleaning Fee will be determined by MML in its sole discretion and will be notified to, and payable by, the Rental Leader by way of an additional charge administered pursuant to the Security Deposit System. The Rental Leader will pay any Extra Cleaning Fee as soon as reasonably practicable following receipt of the necessary payment link pursuant to the Security Deposit System.

37. Issues Arising

- a) MML aims to ensure that the Rental Leader's experience with MML is trouble-free. If, however, an issue arises with an aspect of the Property Rental that is MML's responsibility, please inform MML as soon as is reasonably practicable.
- b) MML will use reasonable efforts to remedy an issue with the Property Rental that is MML's responsibility as quickly as is reasonably practical.
- c) MML will not charge the Rental Leader for remedying an issue that is MML's responsibility under this Clause 37 where the problem has been caused by MML (including any MML representatives, agents and/or sub-contractors) or where nobody is at fault. If MML determine that such problem has been caused by any action or omission on the part of the Rental Leader and/or any Relevant Person, MML may charge the Rental Leader a reasonable sum for any remedial action required.

38. Insurance

- a) The Rental Leader acknowledges, agrees and confirms that it will be responsible for ensuring that nothing is done during the Property Rental which might invalidate or prejudice the maintenance of any insurance maintained by

MML or CWL in respect of or in relation to the Property or which might cause an increase in the relevant insurance premiums payable.

39. Rental is for Private Purposes Only

- a) MML is providing Property Rental for private (i.e. non-commercial) purposes only. Neither MML nor CWL make any warranty or representation that the Property (or its systems, including but not limited to its internet connection) or the Property Rental will be fit for commercial, business or industrial purposes of any kind.
- b) By submitting the Property Rental Proposal, the Rental Leader for itself and on behalf of each Relevant Person agrees that none of the Rental leader and/or any Relevant Person has such purposes in mind and will not be using the Property in such a manner.
- c) Neither MML nor CWL will be liable to the Rental Leader and/or any Relevant Person for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

40. General Responsibility, Waiver, Release, Indemnity and Limitation of Liability

- a) In exchange for MML allowing the Rental Leader and all Relevant Persons to use the Property during the Property Rental, the Rental Leader, on its own behalf and on behalf of each Relevant Person, hereby:
 - 40.a.1 agrees and confirms that none of the Indemnified Persons shall be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Rental Leader and/or any Guest and/or any other Relevant Person at any time from any cause whatsoever arising out of or in connection with the provision of the Property Rental, the Contract or related to the performance or non- performance of the Contract unless arising directly as a result of an Indemnified Persons' actual fraud or wilful default;
 - 40.a.2 waives, to the fullest extent permitted by law, any and all rights in respect of damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever that the Rental Leader and/or any Relevant Person has or may have in the future against any Indemnified Person as a result of or in connection with (i) the provision of the Property Rental and/or (ii) Property Loss or Damage and/or (iii) the Contract;
 - 40.a.3 releases, to the fullest extent permitted by law, each Indemnified Person from any and all liability for any loss, damage, injury, expense, or other cost that the Rental Leader and/or any Relevant Person may suffer or that any of their next of kin may suffer as a result of or in connection with (i) the Property Rental and/or (ii) Property Loss or Damage and/or (iii) any failure by the Rental Leader and/or any Relevant Person to discharge its responsibilities under the Contract and/or (iv) any breach of any provision of the Contract by the Rental Leader and/or any Relevant Person;

- 40.a.4 indemnifies (on a full indemnity basis) and holds harmless the Indemnified Persons and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of any kind, including without limitation to the foregoing, those relating to any of the aforementioned) whatsoever which they or any of them may incur or be subject to in consequence of (i) the Property Rental and/or (ii) Property Loss or Damage and/or (iii) any failure by the Rental Leader and/or any Relevant Person to discharge its responsibilities pursuant to the Contract except and to the extent that the same arise as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future; no person shall be found to have committed actual fraud or wilful default under the Contract unless or until a court of the Cayman Islands has reached a final non-appealable determination to that effect;
- 40.a.5 agrees and confirms that no Indemnified Person shall be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with the Contract in each case whether or not the Indemnified Person has been advised of the possibility of such loss or damage and howsoever incurred; for the avoidance of doubt no Indemnified Person shall be so liable for any loss of goodwill or reputation;
- 40.a.6 agrees and confirms that the waiver, release and indemnity in this Clause 40 is fully effective and shall be effective and binding upon the Rental Leader and/or each Relevant Person their heirs, next of kin, executors, administrators, and assigns, or anyone else authorised to act on their behalf or on behalf of their estate;
- 40.a.7 agrees and confirms that the Rental Leader has read and understood the Contract and in particular this Clause 40;
- 40.a.8 agrees and confirms that each Relevant Person has (i) been provided with a copy of the Contract, including the Terms and Conditions and (ii) has read and understood the Contract and in particular this Clause 40;
- 40.a.9 agrees and confirms that it is aware that by the Rental Leader entering into the Contract on its own behalf and on behalf of each Relevant Person it is waiving certain legal rights that the Rental Leader and/or each Relevant Person may have against any Indemnified Person, and that each of the Rental Leader and each Relevant Person fully agrees to do so; and
- 40.a.10 agrees and confirms that unless caused by their actual fraud, the maximum aggregate liability of any Indemnified Person under the

Contract is limited to an amount not exceeding two (2) times the Property Rental Price.

- b) For the avoidance of doubt, this General Responsibility, Waiver, Release, Indemnity and Limitation of Liability provision shall survive termination of the Contract.

41. Storms and/or Hurricanes during the Property Rental

- a) Where a storm and/or hurricane during the Property Rental results in:
 - 41.a.1 an official hurricane warning being issued applicable to the Cayman Islands;
 - 41.a.2 the situation where the relevant authorities are requiring the Rental Leader and Guests to leave the Property; and
 - 41.a.3 an official hurricane evacuation is occurring,then that shall be deemed a “**Hurricane Event**”.
- b) Where a Hurricane Event occurs:
 - 41.b.1 the Rental Leader shall be entitled to a refund for any unused nights of the Rental Term (the “**Hurricane Event Refund**”); and
 - 41.b.2 an administration fee of CI\$200 payable to MML shall be deducted from the Hurricane Event Refund amount.
- c) If a storm and/or hurricane during the Property Rental results in the Rental Leader and/or Guests leaving the Property voluntarily, despite there being no requirement by relevant authorities for the Rental Leader and Guests to leave the Property and no official hurricane evacuation occurring, then that shall be deemed a “**Storm Event**”.
- d) Where a Storm Event occurs, the Rental Leader shall not be entitled to a refund for any unused nights of the Rental Term. Instead:
 - 41.d.1 The Rental Leader shall be entitled to a credit with MML for the CI\$ value of any unused nights (“**Storm Event Credit**”);
 - 41.d.2 Storm Event Credit may be offset by the Rental Leader against the cost of a stay at the Property at a later date;
 - 41.d.3 Storm Event Credit shall be valid for 12 months from the date on which the Rental Leader leaves the Property after which date the Storm Event Credit shall expire; and
 - 41.d.4 an administration fee of CI\$200 payable to MML shall be deducted from the Storm Event Credit if and when used.
- e) If any type of storm or hurricane threat arises during the Property Rental then MML shall be given full access to the Property to make such preparations as are deemed necessary by MML in its sole discretion, and the Rental Leader and all Relevant Persons shall:
 - 41.e.1 cooperate fully with MML both while making such preparations and during the storm or hurricane period; and

- 41.e.2 follow MML's instructions in connection with such preparations and during the storm or hurricane period.
- f) Where MML allows the Rental Leader and/or any Relevant Person to remain at the Property during a storm and/or hurricane the Rental Leader (in exchange for the Rental Leader and/or any Relevant Person being permitted to so remain) on its own behalf and on behalf of each Relevant Person hereby:
- 41.f.1 agrees and confirms that the Rental Leader and/or each Relevant Person that remains at Property will (i) cooperate fully with MML both while making storm or hurricane preparations and during the storm or hurricane period and (ii) follow MML's instructions in connection with such preparations and during the storm or hurricane period;
- 41.f.2 agrees and confirms that the Rental Leader and/or each Relevant Person that remains at Property does so completely at their own risk;
- 41.f.3 agrees and confirms that no Indemnified Person shall be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Rental Leader and/or any Relevant Person at any time from any cause whatsoever arising out of or in connection with any storm and/or hurricane;
- 41.f.4 waives, to the fullest extent permitted by law, any and all rights in respect of damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever that the Rental Leader and/or any Relevant Person has or may have in the future against any Indemnified Person as a result of or in connection with any storm and/or hurricane;
- 41.f.5 releases, to the fullest extent permitted by law, each Indemnified Person from any and all liability for any loss, damage, injury, expense, or other cost that the Rental Leader and/or any Relevant Person may suffer or that any of their next of kin may suffer as a result of or in connection with any storm and/or hurricane;
- 41.f.6 indemnifies (on a full indemnity basis) and holds harmless the Indemnified Persons and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of any kind, including without limitation to the foregoing, those relating to any of the aforementioned) whatsoever which they or any of them may incur or be subject to in consequence of any storm and/or hurricane and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future;
- 41.f.7 indemnifies (on a full indemnity basis) and holds harmless the Indemnified Persons and each of them, as the case may be, from and against all liabilities, obligations, losses, damages, penalties, actions, proceedings, investigations, government or regulatory actions, claims, judgments, orders, demands, costs, expenses or disbursements of any kind (including legal fees and expenses of any kind, including without limitation to the foregoing, those relating to any of the aforementioned) whatsoever which they or any of them may incur or be subject to in

consequence of any failure by the Rental leader or any Relevant Person to (i) cooperate fully with MML both while making storm or hurricane preparations and during the storm or hurricane period and/or (ii) follow MML's instructions in connection with such preparations and during the storm or hurricane period any this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future;

41.f.8 agrees and confirms that no Indemnified Person shall be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for (i) any consequential, indirect or special loss; or (ii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), arising out of or in connection with any storm and/or hurricane in each case whether or not the Indemnified Person has been advised of the possibility of such loss or damage and howsoever incurred; for the avoidance of doubt no Indemnified Person shall be so liable for any loss of goodwill or reputation;

41.f.9 agrees and confirms that the waiver, release and indemnity in this Clause 41 is fully effective and shall be effective and binding upon the Rental Leader and/or each Relevant Person and their heirs, next of kin, executors, administrators, and assigns, or anyone else authorised to act on their behalf or on behalf of their estate;

41.f.10 agrees and confirms that the Rental Leader has read and understood the Contract and in particular this Clause 41;

41.f.11 agrees and confirms that each Guest and each other Relevant Person has (i) been provided with a copy of the Contract, including the Terms and Conditions and (ii) has read and understood the Contract and in particular this Clause 41;

41.f.12 agrees and confirms that it is aware that by the Rental Leader entering into the Contract on its own behalf and on behalf of each Relevant Person it is waiving certain legal rights that the Rental Leader and/or any Relevant Person may have against any Indemnified Person and that each of the Rental Leader and each Relevant Person fully agrees to do so; and

41.f.13 agrees and confirms that unless caused by their actual fraud, the maximum aggregate liability of any Indemnified Person(s) under the Contract is limited to an amount not exceeding two (2) times the Property Rental Price.

g) For the avoidance of doubt, the storm and/or hurricane responsibility, waiver, release, indemnity and limitation of liability provision in this Clause 41 above shall survive termination of the Contract.

h) Notwithstanding the Hurricane Provisions (including this Clause 41), where:

41.h.1 the Booking Platform through which a Booking is made has a Platform Policy which:

41.h.1.1 covers the same subject matter as the Hurricane Provisions but differs materially from the Hurricane Provisions; and

41.h.1.2 is expressly intended to override in whole or in part some or all of the Hurricane Provisions; and

41.h.2 a Hurricane Event or a Storm Event situation arises in respect of the Booking which is covered by the Contract and is also covered by the Platform Policy,

then the provisions of that Platform Policy shall, except where they would affect or amend or change Clause 41.e or Clause 41.f., to the extent that they differ materially from the Hurricane Provisions (including this Clause 41) be deemed to be incorporated into and to apply instead of the Hurricane Provisions (including this Clause 41) so as to override in whole or in part some or all of the Hurricane Provisions but only to the extent necessary to match the Hurricane Provisions to the Platform Policy provided that all other unaffected parts of the Hurricane Provisions (including the unaffected parts of this Clause 41) shall continue to apply, mutatis mutandis PROVIDED THAT nothing in any Platform Policy shall affect, amend or change in any way whatsoever the provisions of Clause 41.e and Clause 41.f.

42. Right of MML to Cancel for a Force Majeure Event

- a) Neither CWL nor MML will be liable for any failure or delay in performing the obligations of CWL and/or MML where that failure or delay results from a situation that constitutes an MML Force Majeure Event.
- b) To qualify as a force majeure event in relation to CWL and/or MML (each an “**MML Force Majeure Event**”) the cause of the potential and/or actual failure or delay in performing the obligations of CWL and/or MML must be beyond the reasonable control of CWL and/or MML.
- c) MML Force Majeure Events shall include, but are not limited to the following situations affecting MML:
 - 42.c.1 government travel bans or restrictions (including changes to government passport or visa requirements that were not expected or published at the time of the Booking being made);
 - 42.c.2 government border closures;
 - 42.c.3 government evacuation orders;
 - 42.c.4 government mandatory shutdowns;
 - 42.c.5 new laws or regulations that make the Property Rental impossible or illegal;
 - 42.c.6 closure of the Property due to government action or regulation;
 - 42.c.7 public health emergencies;
 - 42.c.8 pandemics or epidemics;
 - 42.c.9 government-imposed health restrictions affecting travel or lodging;
 - 42.c.10 government imposition of mandatory quarantine;
 - 42.c.11 acts of war (declared, undeclared, threatened, actual or preparations for war);

- 42.c.12 acts of terrorism (threatened or actual);
- 42.c.13 riots and other civil unrest or commotion;
- 42.c.14 relevant large-scale political instability;
- 42.c.15 power failure or outages affecting the area (not just the Property);
- 42.c.16 water shortages or outages affecting the area (not just the Property);
- 42.c.17 utility failures affecting the area (not just the Property);
- 42.c.18 large scale communication failures;
- 42.c.19 large-scale airline shutdowns;
- 42.c.20 large-scale airport or port closures;
- 42.c.21 other large-scale systemic travel interruptions;
- 42.c.22 large-scale strikes, lock-outs or other industrial action;
- 42.c.23 significant floods;
- 42.c.24 significant earthquakes and/or tsunamis;
- 42.c.25 significant subsidence;
- 42.c.26 significant wildfires;
- 42.c.27 relevant volcanic eruptions; or
- 42.c.28 other relevant large-scale natural disasters or emergencies.
- 42.c.29 significant electrical and/or fire damage at the Property which may affect the Property's being ready for the Rental Start Date;
- 42.c.30 significant water damage at the Property which may affect the Property's being ready for the Rental Start Date;
- 42.c.31 significant gas or other explosion damage at the Property which may affect the Property's being ready for the Rental Start Date;
- 42.c.32 where the Rental Term has not started and a Major Hurricane is forecast to affect the Rental Term;
- 42.c.33 significant damage to the Property from a previous storm and/or hurricane and/or Major Hurricane which may affect the Property's being ready for the Rental Start Date; and
- 42.c.34 access to the Property being blocked, whether due to a previous storm and/or hurricane and/or Major Hurricane or other damage, road closure, evacuation zones or otherwise.

d) If an MML Force Majeure Event occurs, then:

- 42.d.1 MML will give the Rental Leader notice in writing (an "**MML FM Notice**") as soon as is reasonably practicable:
 - 42.d.1.1 describing the MML Force Majeure Event;
 - 42.d.1.2 explaining how the MML Force Majeure Event may affect performance of the obligations of CWL and/or MML under the Contract; and

- 42.d.1.3 giving an estimate of the expected duration of the MML Force Majeure Event;
 - 42.d.2 following the MML FM Notice being given MML will provide to the Rental Leader in writing:
 - 42.d.2.1 periodic updates on the situation; and/or
 - 42.d.2.2 an update advising if and when the circumstances giving rise to the MML Force Majeure Event cease to exist; and
 - 42.d.3 where, in the reasonable opinion of MML, the MML Force Majeure Event becomes likely to adversely affect the performance of the obligations of CWL and/or MML under the Contract:
 - 42.d.3.1 such obligations will be suspended;
 - 42.d.3.2 any time limits under the Contract that CWL and/or MML are bound by will, subject to Clause 42.e below, be extended accordingly;
 - 42.d.3.3 MML will provide written notice of such suspension and/or extension (an “**MML FM Suspension Notice**”) to the Rental Leader as soon as reasonably practicable; and
 - 42.d.3.4 MML will use its reasonable efforts to mitigate the situation to allow performance of the obligations of CWL and/or MML under the Contract.
 - e) If the MML Force Majeure Event either:
 - a) continues for more than sixty (60) calendar days from the date of the MML FM Notice; or
 - b) becomes, in the reasonable opinion of MML, likely to prevent the Property being available for the Property Rental in time for the Rental Start Date,
- then MML shall, unless agreed otherwise in writing with the Rental Leader, cancel the Contract by giving a written notice of cancellation pursuant to this Clause 42 (an “**MML FM Cancellation Notice**”) to the Rental Leader.
- f) The following shall apply to cancellations by way of MML FM Cancellation Notice:
 - 42.f.1 if the Rental Leader has made any payments to MML those sums will be refunded to the Rental Leader;
 - 42.f.2 any and all refunds due will be paid to the Rental Leader as soon as is reasonably practicable, and in any event within fourteen (14) calendar days of the deemed date of receipt (pursuant to Clause 49) of the MML FM Cancellation Notice; and
 - 42.f.3 The Rental Leader will be solely responsible for obtaining any refund of all or any part of any amounts paid to any Supplier(s) in relation to the Property Rental.
 - g) Notwithstanding the Force Majeure Provisions (including this Clause 42), where:

42.g.1 the Booking Platform through which a Booking is made has a Platform Policy which:

42.g.1.1 covers the same subject matter as the Force Majeure Provisions but differs materially from the Force Majeure Provisions; and

42.g.1.2 is expressly intended to override in whole or in part some or all of the Force Majeure Provisions; and

42.g.2 an MML Force Majeure Event situation arises in respect of the Booking which is covered by the Contract and is also covered by the Platform Policy,

then the provisions of that Platform Policy shall to the extent that they differ materially from the Force Majeure Provisions (including this Clause 42) be deemed to be incorporated into and to apply instead of the Force Majeure Provisions (including this Clause 42) so as to override in whole or in part some or all of the Force Majeure Provisions but only to the extent necessary to match the Force Majeure Provisions to the Platform Policy provided that all other unaffected parts of the Force Majeure Provisions (including the unaffected parts of this Clause 42) shall continue to apply, mutatis mutandis.

43. Right of Rental Leader to Cancel for a Force Majeure Event

- a) The Rental Leader will not be liable for any failure or delay in performing the obligations of the Rental Leader where that failure or delay results from a situation that constitutes a Rental Leader Force Majeure Event.
- b) To qualify as a force majeure event in relation to the Rental Leader (each a “**Rental Leader Force Majeure Event**”) the event must:
 - 43.b.1 be beyond the reasonable control of the Rental Leader; and
 - 43.b.2 make it impossible and/or illegal for the Rental Leader to travel to the Cayman Islands and/or to stay at the Property.
- c) Rental Leader Force Majeure Events are limited to the following situations affecting the Rental Leader:
 - 43.c.1 government travel bans or restrictions (including changes to government passport or visa requirements that were not expected or published at the time of the Booking being made);
 - 43.c.2 government border closures;
 - 43.c.3 government evacuation orders;
 - 43.c.4 government mandatory shutdowns;
 - 43.c.5 public health emergencies;
 - 43.c.6 pandemics or epidemics;
 - 43.c.7 government-imposed health restrictions affecting travel or lodging;
 - 43.c.8 government imposition of mandatory quarantine;
 - 43.c.9 acts of war (declared, undeclared, threatened, actual or preparations for war);

- 43.c.10 acts of terrorism (threatened or actual);
 - 43.c.11 riots and other civil unrest or commotion;
 - 43.c.12 relevant large-scale political instability;
 - 43.c.13 large scale communication failures;
 - 43.c.14 large-scale airline shutdowns;
 - 43.c.15 large-scale airport or port closures;
 - 43.c.16 other large-scale systemic travel interruptions;
 - 43.c.17 large-scale strikes, lock-outs or other industrial action;
 - 43.c.18 relevant volcanic eruptions;
 - 43.c.19 other relevant large-scale natural disasters or emergencies; and
 - 43.c.20 where the Rental Term has not started and a Major Hurricane is forecast to affect the Rental Term.
- d) For the avoidance of doubt, Rental Leader Force Majeure Events shall not include:
- 43.d.1 lawful detention or imprisonment;
 - 43.d.2 government obligations like jury duty, court appearances and military duty;
 - 43.d.3 missed or cancelled personal flights and/or itinerary changes;
 - 43.d.4 cancellation and/or rescheduling of an event for which the Booking was made;
 - 43.d.5 personal illness or injury;
 - 43.d.6 diseases that are endemic or common in the Cayman Islands;
 - 43.d.7 COVID-19;
 - 43.d.8 financial hardship;
 - 43.d.9 local demonstrations or localized civil unrest;
 - 43.d.10 non-binding travel advisories and similar government guidance that were not in place at the time of the Booking being made; or
 - 43.d.11 where the Rental Term has not started and bad and /or seasonal weather which does not constitute a Major Hurricane is forecast to affect the Rental Term.
- e) If a Rental Leader Force Majeure Event occurs, then:
- 43.e.1 The Rental Leader will give MML notice in writing (a “**Rental Leader FM Notice**”) as soon as is reasonably practicable:
 - 43.e.1.1 describing the Rental Leader Force Majeure Event;
 - 43.e.1.2 explaining how the Rental Leader Force Majeure Event may affect performance of the obligations of the Rental Leader under the Contract; and

- 43.e.1.3 giving an estimate of the expected duration of the Rental Leader Force Majeure Event;
- 43.e.2 following the Rental Leader FM Notice being given the Rental Leader will provide to MML in writing:
 - 43.e.2.1 periodic updates on the situation; and/or
 - 43.e.2.2 an update advising if and when the circumstances giving rise to the Rental Leader Force Majeure Event cease to exist; and
- 43.e.3 at the point where, in the reasonable opinion of Rental Leader, the Rental Leader Force Majeure Event makes it likely that it will be impossible and/or illegal for the Rental Leader to travel to the Cayman Islands and/or to stay at the Property:
 - 43.e.3.1 the obligations of the Rental Leader under the Contract will be suspended;
 - 43.e.3.2 any time limits under the Contract that the Rental Leader is bound by will, subject to Clause 43.f below, be extended accordingly;
 - 43.e.3.3 the Rental Leader will provide written notice of such suspension and/or extension (a “**Rental Leader FM Suspension Notice**”) to MML as soon as reasonably practicable; and
 - 43.e.3.4 the Rental Leader will use its reasonable efforts to mitigate the situation to allow performance of the obligations of the Rental Leader under the Contract.
- f) If either:
 - 43.f.1 the Rental Leader Force Majeure Event continues for more than sixty (60) calendar days from the date of the Rental Leader FM Notice; or
 - 43.f.2 it becomes clear, in the reasonable opinion of Rental Leader, that it is impossible and/or illegal for the Rental Leader to travel to the Cayman Islands and/or to stay at the Property,
 then the Rental Leader shall, unless agreed otherwise in writing with MML, cancel the Contract by giving a written notice of cancellation pursuant to this Clause 43 (a “**Rental Leader FM Cancellation Notice**”) to MML.
- g) The following shall apply to cancellations by way of Rental leader FM Cancellation Notice:
 - 43.g.1 if the Rental Leader has made any payments to MML those sums will be refunded to the Rental Leader;
 - 43.g.2 any and all refunds due will be paid to the Rental Leader as soon as is reasonably practicable, and in any event within fourteen (14) calendar days of the deemed date of receipt (pursuant to Clause 49) of the Rental Leader FM Cancellation Notice; and
 - 43.g.3 The Rental Leader will be solely responsible for obtaining any refund of all or any part of any amounts paid to any Supplier(s) in relation to the Property Rental.

- h) Notwithstanding the Force Majeure Provisions (including this Clause 43), where:
 - 43.h.1 the Booking Platform through which a Booking is made has a Platform Policy which:
 - 43.h.1.1 covers the same subject matter as the Force Majeure Provisions but differs materially from the Force Majeure Provisions; and
 - 43.h.1.2 is expressly intended to override in whole or in part some or all of the Force Majeure Provisions; and
 - 43.h.2 a Rental Leader Force Majeure Event situation arises in respect of the Booking which is covered by the Contract and is also covered by the Platform Policy,
- then the provisions of that Platform Policy shall to the extent that they differ materially from the Force Majeure Provisions (including this Clause 43) be deemed to be incorporated into and to apply instead of the Force Majeure Provisions (including this Clause 43) so as to override in whole or in part some or all of the Force Majeure Provisions but only to the extent necessary to match the Force Majeure Provisions to the Platform Policy provided that all other unaffected parts of the Force Majeure Provisions (including the unaffected parts of this Clause 43) shall continue to apply, mutatis mutandis.

44. Cancellation – General

- a) The Rental Leader, on its own behalf and on behalf of all Relevant Persons, agrees to the Cancellation Provisions to secure the Property Rental.
- b) In the event of cancellation of the Contract, neither of MML nor CWL will be legally responsible or liable for finding alternative accommodation for the Rental Leader and/or any Guest.
- c) Following any cancellation of the Contract pursuant to any of Clause 45, Clause 46, Clause 47 or Clause 48 the Rental Leader will be solely responsible for obtaining any refund of all or any part of any amounts paid to any Supplier(s) in relation to the Property Rental.
- d) The Rental Leader, both on its own behalf and on behalf of each Relevant Person, acknowledges, agrees and confirms that the provisions of each of this Clause 44, Clause 45, Clause 46, Clause 47 and Clause 48 reflect a genuine attempt by CWL and/or MML to estimate the loss and damage that will be suffered in the event of a cancellation of the Property Rental pursuant to Clause 45, Clause 46, Clause 47 and Clause 48 respectively (as applicable).
- e) Notwithstanding the Cancellation Provisions (including Clauses 44, 45, 46, 47 and 48), where:
 - 44.e.1 the Booking Platform through which a Booking is made has a Platform Policy which:
 - 44.e.1.1 covers the same subject matter as the Cancellation Provisions but differs materially from the Cancellation Provisions; and

44.e.1.2 is expressly intended to override in whole or in part some or all of the Cancellation Provisions; and

44.e.2 a cancellation situation covered by the Platform Policy arises in respect of the Booking,

44.e.3 a cancellation situation arises in respect of the Booking which is covered by the Contract and is also covered by the Platform Policy,

then the provisions of that Platform Policy shall to the extent that they differ materially from the Cancellation Provisions (including Clauses 44, 45, 46, 47 and 48) be deemed to be incorporated into and to apply instead of the Cancellation Provisions (including Clauses 44, 45, 46, 47 and 48) so as to override in whole or in part some or all of the Cancellation Provisions but only to the extent necessary to match the Cancellation Provisions to the Platform Policy PROVIDED THAT all other unaffected parts of the Cancellation Provisions (including the unaffected parts of Clauses 44, 45, 46, 47 and 48) shall continue to apply, mutatis mutandis AND FURTHER PROVIDED THAT nothing in any Platform Policy shall affect, amend or change in any way whatsoever the provisions of Clause 44.a, 44.b, Clause 44.c or Clause 44.d..

45. Rental Leader Election to Cancel

- a) Subject to the provisions of the Contract, the Rental Leader may elect to cancel the Property Rental, by written notice to MML, for any reason at any time (a **“Rental Leader Cancellation Notice”**).
- b) A Rental Leader Cancellation Notice shall be deemed to have been given where the Rental Leader requests to change the Rental Start Date and/or Rental Finish Date and/or Rental Term for a Booking after that Booking has been made.
- c) If the deemed date of receipt (pursuant to Clause 49) of the Rental Leader Cancellation Notice is thirty (30) days or more before the Rental Start Date:
 - 45.c.1.1 MML will refund to the Rental Leader 100% of the TAT Payable that has been paid by the Rental Leader up to that date;
 - 45.c.1.2 MML will refund to the Rental Leader 100% of the Standard Cleaning Fee that has been paid by the Rental Leader up to that date; and
 - 45.c.1.3 MML will refund to the Rental Leader 100% of the Property Rental Price that has been paid by the Rental Leader up to that date.
- d) If the deemed date of receipt (pursuant to Clause 49) of the Rental Leader Cancellation Notice is less than thirty (30) days but more than fourteen (14) days before the Rental Start Date:
 - 45.d.1.1 MML will refund to the Rental Leader 100% of the TAT Payable that has been paid by the Rental Leader up to that date;
 - 45.d.1.2 MML will refund to the Rental Leader 100% of the Standard Cleaning Fee payable that has been paid by the Rental Leader up to that date;

- 45.d.1.3 MML will refund to the Rental Leader a portion of the Property Rental Price that has been paid by the Rental Leader up to that date up to a maximum amount equal to 50% of the Property Rental Price; and
 - 45.d.1.4 MML will retain the balance of the Property Rental Price that has been paid by the Rental Leader up to that date, being up to 50% of the Property Rental Price.
 - e) If the deemed date of receipt (pursuant to Clause 49) of the Rental Leader Cancellation Notice is less than fifteen (15) days before the Rental Start Date:
 - 45.e.1.1 MML will refund to the Rental Leader 100% of the TAT Payable that has been paid by the Rental Leader up to that date;
 - 45.e.1.2 MML will refund to the Rental Leader 100% of the Standard Cleaning Fee payable that has been paid by the Rental Leader up to that date;
 - 45.e.1.3 MML will not refund to the Rental Leader any of the Property Rental Price that has been paid by the Rental Leader up to that date; and
 - 45.e.1.4 MML will retain 100% of the balance of the Property Rental Price that has been paid by the Rental Leader up to that date, being up to 100% of the Property Rental Price.
 - f) Any and all refunds due will be paid to the Rental Leader as soon as is reasonably practicable, and in any event within fourteen (14) calendar days of the deemed date of receipt (pursuant to Clause 49) of the Rental Leader Cancellation Notice.

46. MML Election to Cancel

- a) Subject to the provisions of the Contract, MML may elect to cancel the Property Rental by written notice to the Rental Leader, for any reason, at any time (an “**MML Cancellation Notice**”).
- b) The following shall apply to any Cancellation pursuant to an MML Cancellation Notice:
 - 46.b.1 if the Rental Leader has made any payments to MML those sums will be refunded to the Rental Leader;
 - 46.b.2 any and all refunds due will be paid to the Rental Leader as soon as is reasonably practicable, and in any event within fourteen (14) calendar days of the deemed date of receipt (pursuant to Clause 49) of the MML Cancellation Notice.

47. Rental Leader Cancellation For Cause

- a) If any of the following occur, the Rental Leader may elect cancel the Contract for cause immediately by written notice to MML (a “**Rental Leader For Cause Cancellation Notice**”):

- 47.a.1 a receiver is appointed of any of CWL's and/or MML's property or assets;
- 47.a.2 CWL and/or MML becomes subject to an administration order;
- 47.a.3 CWL and/or MML goes into liquidation (except for the purposes of amalgamation or re-construction in such a way that the resulting company effectively agrees to be bound by or assume the obligations imposed by the Contract); and/or
- 47.a.4 CWL and/or MML ceases, or threatens to cease, to carry on business.
- b) The following shall apply to any Cancellation pursuant to a Rental Leader For Cause Cancellation Notice:
 - 47.b.1 if the Rental Leader has made any payments to MML, such payments will be refunded to the Rental Leader; and
 - 47.b.2 any and all refunds due will be paid to the Rental Leader as soon as is reasonably practicable, and in any event within fourteen (14) calendar days of the deemed date of receipt (pursuant to Clause 49) of the Rental Leader For Cause Cancellation Notice.

48. MML Cancellation for Cause

- a) If any of the following occur, MML may, without prejudice to any other remedies available under the Contract, elect to cancel the Contract for cause immediately without liability by written notice to the Rental Leader (an "**MML For Cause Cancellation Notice**"):
 - 48.a.1 the Rental Leader fails to make the Security Deposit payment in accordance with Clause 7;
 - 48.a.2 the Rental Leader fails to make any payment on time and remains in default for three (3) Business Days after being notified in writing of the default pursuant to Clause 8, provided that such cancellation shall not affect MML's right to charge interest on overdue sums pursuant to Clause 8);
 - 48.a.3 the Rental Leader and/or any Guest fails, when requested to do so, to provide MML with Identity Information reasonably satisfactory to MML; and/or
 - 48.a.4 the Rental Leader and/or any Relevant Person has breached the Contract in a material way.
- b) For the purposes of this Clause 48 a breach will be considered 'material' if it is, in the sole opinion of MML, not minimal or trivial in its consequences for MML and/or CWL.
- c) Unless expressly agreed otherwise in writing by MML, where the Rental Leader fails to make the Security Deposit payment in accordance with Clause 7 an MML For Cause Cancellation Notice shall be deemed to have been submitted by MML and received by the Rental Leader immediately upon such failure to pay the Security Deposit and the date of receipt of the MML For Cause Cancellation Notice shall be deemed to be the date of such failure to pay the Security Deposit.

- d) Following the deemed receipt (pursuant to Clause 49) of the MML For Cause Cancellation Notice, MML will retain 100% of all amounts that have been paid by the Rental Leader up to that date and no refund of any kind shall be given to the Rental Leader or any Relevant Person.

49. Notices

- a) Notices and notifications required to be given under the Contract must be given in writing.
- b) Any notices and notifications to be given in writing under the Contract shall be sufficiently given if (i) sent by hand or by pre-paid courier, (ii) sent by email or (iii) sent by message via the relevant Booking System and shall be deemed to be received (in the case of email or message sent via the relevant Booking System) at 10.00 a.m. on the next Business Day in the place of receipt following dispatch or (in the case of by hand or by courier) five (5) days after the dispatch thereof and shall be sent: (a) in the case of MML, to its address specified in Clause 2 or by e-mail to mahoganybreezes@gmail.com; (b) in the case of the Rental Leader, to such correspondence address or email address as is specified by the Rental Leader as part of the Booking process; (c) to such other correspondence address or email address as may from time to time be notified by one party to the other party by notice given in accordance with the provisions of the Contract; and (d) in the absence of any address specified or notified pursuant to (b) and (c) above, to such other address as MML in its sole and absolute discretion considers appropriate.

50. Complaints and Feedback

- a) MML always welcomes feedback from Rental Leaders and, whilst MML always uses reasonable endeavours to ensure that the experience as a Rental Leader of MML is a positive one, MML nevertheless want to hear from the Rental Leader if the Rental Leader has any cause for complaint.
- b) If the Rental Leader wishes to complain about any aspect of the Rental Leader's dealings with MML, including, but not limited to, the Contract or the Property Rental, the Rental Leader should contact MML in writing.

51. Rental Leader and Guest Information

- a) The Rental Leader, on its own behalf and on behalf of each Guest, acknowledges and agrees that:
 - 51.a.1 MML shall be entitled to request, and receive, from the Rental Leader and/or any Guest such information and/or documentation as is reasonably required to verifying to MML's satisfaction the identity, address and contact information ("**Identity Information**") for the Rental Leader and/or any Guest.
 - 51.a.2 MML may cancel the Property Rental in accordance with Clause 48 where MML has not received Identity Information reasonably satisfactory to MML.

52. Arbitration and Waiver of Legal Proceedings

- a) All claims, disputes and controversies arising out of or in connection with the Contract shall be subject to binding arbitration to be held in the Cayman Islands before a retired judge or senior lawyer to be agreed upon between the parties or in the absence of such agreement to be appointed by the President of the Cayman Islands Legal Practitioners Association or the President of any successor self-regulatory association for Cayman Islands attorneys (or, if such President is affiliated with the Owner, the Vice President).
- b) The arbitration will be conducted in English and in accordance with the London Court of International Arbitration Rules.
- c) The arbitrator's award shall be final and binding and may be entered in or enforced by any competent court.
- d) If court action (including any kind of claim, suit or proceeding) is initiated by any party to the Contract against another, then it is agreed that such action shall be discontinued.

53. Personal Information and Data Protection

- a) In providing the services and otherwise fulfilling its obligations under the Contract, CWL and/or MML may from time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Act (As Revised) of the Cayman Islands ("**DPA**"); and (ii) is disclosed to or otherwise made available to CWL and/or MML by or on behalf of the Rental Leader and/or the Guests ("**Relevant Personal Data**").
- b) The Rental Leader acknowledges and agrees for itself and on behalf of the Guests that: (a) to the extent that CWL and/or MML acts as a "data controller" (as defined in section 2 of DPA) in respect of the Relevant Personal Data, and (b) to the extent CWL and/or MML acts as a "data processor" in respect of the Relevant Personal Data CWL and/or MML may control and / or process the Relevant Personal Data in accordance with the applicable data protection laws (including DPA (as defined in section 2 of DPA) in respect of the Relevant Personal Data.
- c) Before disclosing any Relevant Personal Data to CWL and/or MML, the Rental Leader shall ensure that it has obtained the necessary consent of the individuals to whom the Relevant Personal Data relates, or that it is otherwise legally permitted under DPA to share the Relevant Personal Data with the CWL and/or MML, so that CWL and/or MML may in turn lawfully process the Relevant Personal Data in accordance with the Contract.

54. Security System Data

MML operates an outdoor security camera system with night vision at the Property for the purposes of safeguarding the Rental Leader and any Guests, as well as safeguarding the Property. Any data will only be stored for the purposes of the Property and/or the Property Rental.

55. Joint and Several Liability

The Rental Leader, on its own behalf and on behalf of the Entity (if any), acknowledges, agrees and confirms that each of the Rental Leader and the Entity (if any) remain jointly and severally liable in respect of all matters relating to the Property Rental and the Contract.

56. Assignment

- a) MML may at any time assign, transfer, charge, sub-contract or delegate in any manner any or all of its contractual rights and obligations under the Contract to any third-party or agent. In such circumstances MML's obligations will be transferred to the third party or agent who will remain bound by them.
- b) The Rental Leader may not assign, transfer, charge, sub-contract or delegate its rights and obligations under the Contract without MML's express written consent.

57. No Third Party Rights

- a) A person who is not a party to the Contract may not, in its own right or otherwise, enforce any term of the Contract except that the Indemnified Persons may, in their own right, enforce their rights pursuant to the Contract subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised) of the Cayman Islands.
- b) Notwithstanding any other term of the Contract, the consent of any person who is not a party to the Contract (including, without limitation, any Indemnified Person) is not required for any amendment to, or variation, release, rescission or termination of the Contract.
- c) For the avoidance of doubt, this Third Party Rights provision shall survive termination of the Contract.

58. Severability

- a) If any provision of the Contract shall be found by any court or arbitrator to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.
- b) If any provision of the Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

59. No Waiver

- a) No failure or delay by MML in exercising any of MML's rights means that MML has waived that right, and no waiver by MML of a breach of any

provision of the Contract means that MML will waive any subsequent breach of the same or any other provision.

60. Variation

- a) The Rental Leader agrees that MML may, in its sole discretion, at any time and from time to time change, alter, adapt, add or remove portions of the Terms and Conditions and, if MML does so, MML will post a revised version of the Terms and Conditions incorporating any such changes, alterations, adaptations, additions or removals on the Property's website at www.mahoganybreezes.com bearing the date on which such revised Terms and Conditions came into effect. The current version of the Terms and Conditions is also available at any time on written request from MML. The Rental Leader continuing with, and not cancelling, the Property Rental following any such revision to the Terms and Conditions shall be deemed to constitute the Rental Leader's acceptance of any such revised Terms and Conditions and the Rental Leader acknowledges and agrees to be bound by the current version of the Terms and Conditions at all times and that unless stated in the current version of the Terms and Conditions all previous versions shall be superseded by the current version.

61. Survival

- a) Parts of the Contract will, by their nature, survive termination of the agreement, including but not limited to Clause 7, Clause 17, Clause 40, Clause 41 and Clause 57.

62. Governing Law and Jurisdiction

- a) The Contract, including the Booking Details and the Terms and Conditions, and the relationship between the Rental Leader and MML and/or CWL (whether contractual or otherwise) and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to its formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.
- b) Subject to the Arbitration and Waiver of Legal Proceedings clause set out above, the parties to the Contract, including the Booking Details and the Terms and Conditions, irrevocably agree that the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with the Contract, including the Booking Details and the Terms and Conditions, and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.