

C A N A D A

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-000884-177

MARTIN PREISLER-BANOON
Plaintiff
-vs-
AIRBNB IRELAND UC
and
AIRBNB, INC.
and
AIRBNB PAYMENTS UK LTD.
Respondents

TRANSACTION AGREEMENT

**SCHEDULE "E" - QUESTIONS AND ANSWERS OF THE PLAINTIFF, CLASS COUNSEL
OR THE CLAIMS ADMINISTRATOR**

Why was a notice sent to me by email?

A Quebec Superior Court judgment dated September 23, 2019 (File No: 500-06-000884-177) authorized a class action against Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd. ("**Airbnb**") for settlement purposes only and ordered that Airbnb contact class members by email. The Court appointed Velvet Payments as the Claims Administrator for the class action and to send you the notice by email.

The purpose of the notice is to inform you that a settlement (the "**Settlement**") has been reached, subject to approval of the Superior Court of Quebec, between Martin Preisler-Banoon (the "**Plaintiff**") and Airbnb in the context of a class action lawsuit commenced by the Plaintiff against Airbnb (the "**Class Action**").

Who are the group members covered by this Settlement?

You are a group member of this Class Action and included in the Settlement if you meet all of the following conditions:

1. You are a Quebec resident;
2. between August 22, 2014 and June 26, 2019, you booked an accommodation offered by a third-party host on Airbnb's platform through its websites and/or mobile applications (the "**Airbnb Platform**") at a price above that displayed at the first stage of browsing, excluding the Quebec sales tax or the Goods and Services Tax;
3. that booking was not made in relation to the operation of a business; and
4. that booking was made while you were physically located in the province of Quebec.

What does the Settlement provide for?

Without any admission of liability, and for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb has agreed to:

1. Implement a business practice whereby the price advertised to a Quebec consumer on the Airbnb Platform (at the first step of browsing) for the booking of an accommodation offered by a third-party host, will represent a price including applicable service charges (all inclusive), excluding applicable taxes; and
2. Remit to each eligible member, him/her having booked an accommodation on the Airbnb Platform between August 22, 2014 and June 26, 2019, a single redeemable credit of a value of up to CAD \$45.00 each, depending on the total number of approved claims ("Redeemable Credit"). Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time use only, non-transferable, non-refundable, non-cash-convertible, and cannot be combined with any other offer, discount or coupon.

In exchange, group members agree to give up any claims they have against Airbnb arising from the display of prices on the Airbnb Platform before the practice change was implemented, including claims advanced in the Class Action.

Does the Settlement have to be approved by the Court?

Yes. The Superior Court of Quebec will hold a hearing to decide whether to approve the Settlement on December 3, 2019 at 9:30a.m. in room 1.156 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Is the Plaintiff satisfied with the Settlement?

Yes. The Plaintiff and Class Counsel feel that the settlement is fair and reasonable and that it is in the interest of the members of the group. They will request that the Superior Court of Quebec approve it.

Who is eligible to receive a Redeemable Credit?

If you are a group member, you are automatically eligible to receive the Redeemable Credit if you made your booking on the Airbnb Platform between August 22, 2014 and June 26, 2019, for purposes other than business travel.

What actions must be taken to receive a Redeemable Credit?

If you are a group member eligible to receive a Redeemable Credit, you will receive an email outlining how you must submit a claim online in accordance with the claim process. **The claims process is simple!** All you have to do is look out for that email from Velvet Payments and click on the hyperlink included in that email.

When will the Redeemable Credit be issued?

Redeemable Credits will be issued to your Airbnb account within 65 days from the end of the period within which eligible group members have the ability to claim a Redeemable Credit.

Do I have to pay any legal fees?

No, all of the financial risks for taking on this class action were absorbed by Class Counsel and individual class members are not responsible to pay lawyer fees nor are they liable to pay any costs if the class action is not successful. As part of the Settlement, Airbnb has agreed to pay class counsel's judicial and extrajudicial fees, which must be approved by the Court, that must be satisfied that these fees are fair and reasonable in the circumstances.

What was the purpose of this class action?

On August 22, 2017, the Plaintiff commenced a class action lawsuit in the Superior Court of Quebec against Airbnb. The Plaintiff alleged that Airbnb violated the *Consumer Protection Act* by charging for the booking of an accommodation offered by a third-party host on the Airbnb Platform, a price above that displayed at the first stage of browsing on the Airbnb Platform, excluding the Quebec sales tax or the Goods and Services Tax.

These allegations were never proven in Court and Airbnb contests this claim; its position is that it has complied at all times with all applicable legislation.