

PlantMe Landshare Guarantee Terms

Please read these Landshare Guarantee Terms carefully as they contain important information about your legal rights, remedies and obligations. By posting a Listing or otherwise using the PlantMe Platform as a Host, you agree to comply with and be bound by these Landshare Guarantee Terms.

Hosts may benefit from the PlantMe Landshare Guarantee program (the “PlantMe Landshare Guarantee”), which is subject to these terms and conditions (the “Landshare Guarantee Terms”). The Landshare Guarantee Terms apply in addition to the PlantMe Terms of Service (“Terms”) and the PlantMe Payments Terms of Service (“Payments Terms”).

All capitalized terms shall have the meaning set forth in the [Terms](#) or [Payments Terms](#), unless otherwise defined in these Landshare Guarantee Terms. If you agree to these Landshare Guarantee Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Landshare Guarantee Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Except as permitted by law, these Landshare Guarantee Terms do not affect your statutory rights. If you would like a written copy of the Landshare Guarantee Terms, please email us.

I. The PlantMe Landshare Guarantee

PlantMe agrees to pay you, as a Host, to repair or replace your Covered Property (as defined below) damaged or destroyed as a result of a Covered Loss (as defined below), subject to the limitations, exclusions and conditions in the Landshare Guarantee Terms.

You must comply with all of the requirements and conditions in these Landshare Guarantee Terms in order to be eligible to receive any payments for Covered Losses. Your failure to fully comply will prevent your recovery for any Covered Losses. Please carefully review the definitions of “Covered Plot,” “Covered Losses,” “Covered Property” and “Excluded Property” as well as the “Limitations and Exclusions” section below so that you may identify and protect property not covered by the PlantMe Landshare Guarantee.

You acknowledge and agree to use your best efforts to communicate with the Responsible PlantMe User (as defined below) as soon as possible after you discover any physical loss or damage to your Covered Property. You must notify PlantMe as well as the Responsible PlantMe User about your complaint and attempt to resolve the loss or damage with the Responsible PlantMe User within the earlier of (i) fourteen (14) days of the rental end date, or (ii) before your next PlantMe User begins at your Plot. You may fulfil this obligation by submitting a claim via the PlantMe Resolution Team at info@plantme.io.

You acknowledge and agree that any amount of Covered Losses payable to you under the PlantMe Landshare Guarantee will be reduced by the amounts you have already collected for the same Covered Losses from a source other than the PlantMe Landshare Guarantee, including without limitation: (i) amounts received under an insurance policy, guarantee or indemnity; (ii) a security deposit; or (iii) payment directly by the Responsible PlantMe User or an Invitee (defined below), or other party or an insurer or guarantor of such party.

II. Key Defined Terms

The following capitalized terms shall have the following meanings:

“Actual Cash Value” means the amount it would cost to repair or replace damaged or destroyed Covered Property as a result of a Covered Loss, measured on the date of occurrence of such Covered Loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

“PlantMe Landshare Guarantee Payment Request Form” means PlantMe’s standard form as amended from time to time, accessible by contacting customer service directly, that a Host uses to request payment from PlantMe pursuant to these PlantMe Landshare Guarantee Terms.

“Booking Income Loss” is the loss of booking income from the booked portion of a Covered Plot (according to bona fide PlantMe confirmed bookings, contracts or agreements in force prior to the established time of loss) by you, as a Host, resulting from a Covered Loss. Booking Income Loss does not include non-continuing charges and expenses or any loss of booking income during any period in which the Covered Plot would not have been rentable for any reason other than a Covered Loss. The Booking Income Loss will be measured starting from the time of occurrence of the Covered Loss and ending when the Covered Plot can be made ready for habitation under the same or equivalent physical and operating conditions that existed prior to the damage.

“Covered Plot” means a Plot located in the Territory that can be used as a Vegetable Garden and that is (i) owned or legally controlled by you as a Host during the period of the Responsible PlantMe User’s use of such Plot and (ii) listed by you on the PlantMe Platform and booked by such Responsible PlantMe User in compliance with the Terms.

“Covered Losses” means and is limited to direct physical loss or physical damage to a Host’s Covered Property caused by the Responsible PlantMe User or an Invitee of the Responsible PlantMe User during an PlantMe rental. Covered Losses do not include any losses or damage described under Excluded Losses below.

“Covered Property” means and is limited to the following property located at a Covered Plot, or within 1,000 feet thereof, to the extent of your interest in such property, unless such property constitutes Excluded Property (as defined below):

A. Real property, including new buildings and additions under construction located at the site of such Covered Plot, in which you have an insurable interest.

B. Personal property that is:

- owned by you, including your interest as a tenant in improvements and betterments.
- not owned by you, but is in your custody and for which you are under obligation to keep the personal property insured for physical loss or damage; or
- not owned by you, but is in your custody and for which you have legal liability for physical loss or damage to the property.

“Excluded Losses” has the meaning set forth in Section III below.

“Excluded Property” means any of the following:

1. Currency, money, precious metal in bullion form, notes or securities.
2. Water or any other substance in or on land; except this exclusion does not apply to (i) land improvements consisting of landscape gardening, roadways and pavements, but not including any fill or land beneath such property, or (ii) water that is contained within any enclosed tank, piping system or any other processing equipment.
3. Animals, including, but not limited to, livestock and pets.
4. Standing timber; growing crops.
5. Watercraft (including, but not limited to, boats, yachts, jet skis, and similar craft), aircraft, spacecraft, and satellites. This exclusion does not apply with respect to any watercraft or aircraft which is a Covered Plot unless at the time of the loss, such watercrafts or aircrafts are in transit, or are moving greater than 10 feet from their usual fixed location and moving faster than one mile per hour.
6. Vehicles (including, but not limited to, automobiles, scooters, vespas, and motorcycles). This exclusion applies to vehicles that, at the time of the loss, are in transit, or are moving greater than 10 feet from their usual fixed location and moving faster than one mile per hour.
7. Underground mines or mine shafts or any property within such mine or shaft.
8. Dams, dikes and levees.
9. Transmission and distribution lines beyond 1,000 feet of the Covered Plot.

10. Any damage to any property that is not in, at, or on a Covered Plot.
11. Real property owned by a party other than you and that you do not control.
12. Security cameras and other recording devices including, but not limited to, Wi-Fi cameras (for example, Nest Cam or Dropcam), nanny cameras, web cameras in computer monitors, mounted or installed surveillance systems, decibel and device monitors, and smart phones with video and/or audio recording unless such devices conform with PlantMe's Standard and Expectations or other rules, as amended from time to time.

"Fine Arts" means paintings; etchings; printed photos; pictures; tapestries; rare or art glass; art glass windows, valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. "Fine Arts" does not include automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

"Invitee" means a person invited to be present at a Covered Plot by a Responsible PlantMe User.

"Limit" means one thousand dollars (\$1,000), or its equivalent in the currency where the Covered Plot is located at the exchange rate applicable on the date of payment by PlantMe under these PlantMe Landshare Guarantee Terms.

"Ordinary Wear and Tear" means the deterioration in condition of property that occurs under normal use and conditions.

"Responsible PlantMe User" means the PlantMe User who booked your Covered Plot for the period during which you incurred the Covered Losses.

"Territory" means the countries where the PlantMe Platform allows Plot Rental and the Landshare Guarantee is available. Any Territory where the Landshare Guarantee is not available will be disclosed on the Landshare Guarantee home page.

III. Limitations and Exclusions

The PlantMe Landshare Guarantee pays Covered Losses only and does not pay for any of the following ("Excluded Losses"):

1. any losses caused by a PlantMe User or Invitee after the expiration of the booking period shown in the applicable Listing.
2. losses or damages for Covered Property, which arise out of any one booking of a Covered Plot by a Responsible PlantMe User, in excess of the Limit.
3. in the case of Fine Arts, losses or damages if the Fine Arts cannot be replaced with other of like kind and quality and any loss or damage from any repairing, restoration or retouching process.
4. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by, relating to or resulting from any of the following:
 - Excluded Property;
 - acts of nature, including, but not limited to, earthquakes and weather related events such as hurricanes and tornadoes;
 - excessive use of electricity, gas, fuel, water or other utilities provided for the Covered Plot;
 - indirect or remote causes;
 - interruption of business, loss of market and/or loss of use, except that the PlantMe Landshare Guarantee does cover Booking Income Loss;
 - loss, damage, or deterioration arising from any delay;
 - mysterious disappearance, loss, or shortage disclosed on taking inventory, or any unexplained loss of inventory;
 - enforcement of any law or ordinance (i) regulating the construction, repair, replacement, use or removal of any property, including removal of debris, or (ii) requiring the demolition of any property, including the cost of removing its debris;
 - animals, including injuries to animals, veterinary care, boarding, medications, and all other services associated with animals except for damage caused by bona fide assistance animals, including service and/or emotional support animals; or
 - identity theft or identity fraud.
5. any losses, damages, cost or expense of whatsoever nature, directly or indirectly, caused by or resulting from any of the following, regardless of any other cause or event contributing thereto:
 - any hostile act or act of war, terrorism, insurrection or rebellion;

- actual or threatened malicious use of poisonous biological or chemical materials;
 - nuclear reaction or radiation or radioactive contamination;
 - seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority;
 - contraband, or illegal transportation or trade;
 - any dishonest act, including but not limited to theft, committed by you or any persons or entities retained by you to do anything in connection with Covered Property, unless such persons or entities are a Responsible PlantMe User or Invitee and such act is done without your knowledge; or
 - lack of electricity, fuel, water, gas, steam, refrigerant, sewerage, telephone or internet services due to external factors.
6. the following conditions:
- faulty workmanship, material, construction or design from any cause;
 - deterioration, depletion, rust, corrosion or erosion, inherent vice or latent defect;
 - Ordinary Wear and Tear;
 - settling, cracking, shrinking, bulging, or expansion of foundations, floors, pavements, walls, ceilings or roofs;
 - changes of temperature or relative humidity; or
 - damage caused by insects, animals or vermin (including pets) except for damage caused by bona fide assistance animals, including service and/or emotional support animals;
7. provided, that any physical damage resulting from any of the conditions listed above will be covered by the PlantMe Landshare Guarantee if not otherwise excluded under the PlantMe Landshare Guarantee.
8. any losses, damages, claims, costs, expenses or other sums directly or indirectly arising out of or relating to mold, mildew, fungus, spores, virus, bacterium, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies even if there is (i) any physical loss or damage to Covered Property; (ii) any peril or cause covered hereunder, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to, repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
9. any fees that may be charged to a PlantMe User by a Host for additional individuals invited to, or otherwise provided access to, the Covered Plot who are not included in the PlantMe User's booking of such Covered Plot.
10. Costs arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate, any and all Electronic Data will not be paid. "Electronic Data" means information, facts or programs, stored as or on, created or used on, or transmitted to or from any Electronic Media. "Electronic Media" means computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with, electronically controlled equipment.

IV. Conditions to the PlantMe Landshare Guarantee

In order to be eligible to obtain payment under these Landshare Guarantee Terms, you must fully comply with each of the following conditions. Your failure to fully comply will prevent your recovery of any Covered Losses. In all cases, the onus will be upon you to demonstrate that you have complied with the following conditions.

You must have incurred Covered Losses.

You must inspect the applicable Covered Plot to determine whether there are any physical losses or damages to any Covered Property and you must notify PlantMe as well as the Responsible PlantMe User about your complaint and attempt to resolve the loss or damage with the Responsible PlantMe User within the earlier of (i) fourteen (14) days of the close-out date, or (ii) before your next PlantMe User begins renting at your Plot. You may fulfill this obligation by submitting a claim via the PlantMe Resolution Team via info@Plantme.io

You must not have misrepresented any facts or committed fraud or any other dishonest or deceptive act in connection with the booking of the Covered Plot or the preparation or submission of any past or present payment request under the Landshare Guarantee Terms. Any such misrepresentation, fraud, dishonest or deceptive act by you, at any time, will result in denial of all pending payment requests under the Landshare Guarantee Terms and immediate termination of these Landshare Guarantee Terms as they relate to you, notwithstanding Section VII below.

For all Covered Property which is damaged or destroyed due to a violation of law or criminal act or theft or misdemeanor and for which you are filing an PlantMe Landshare Guarantee Payment Request Form, you must file a police report listing such Covered Property and provide PlantMe with a copy of such report, certified by you as true and correct.

You must provide PlantMe with proof of ownership of, or legal responsibility for, the Covered Property in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to you) certified by you as true and correct and reasonably acceptable to PlantMe.

Within thirty (30) days after you have incurred a Covered Loss, you must (i) complete and file an PlantMe Landshare Guarantee Payment Request Form and (ii) deliver a signed and sworn proof of loss to us, unless we provide a written extension of such deadline. The proof of loss must state your knowledge and belief as to the following:

- The time, cause and origin of the Covered Loss, and evidence and proof of such loss in the form of receipts, photographs, videos, documents and other verifiable forms of proof.
- The ownership, leasehold or other interest of you and all other parties in the Covered Property for which Covered Loss is claimed.
- The Actual Cash Value and replacement value of each item of the Covered Property, as well as the amount of such loss or damage to each item of such Covered Property.
- All liens, encumbrances, mortgages, guarantees and all other contracts of insurance, whether valid or not, covering the Covered Property that is the subject of the Covered Loss.
- Any changes in the title, use, occupation, location, possession, or exposures of the Covered Plot since the date of the Listing.
- The identity of and other information known about the Responsible PlantMe User, any Invitee and any other party present at or using the Covered Plot where the Covered Property is located for which the Covered Loss is claimed on the date of the Covered Loss, and the purpose for which such Covered Plot was being used by such parties on such date and whether or not it then stood on leased ground.
- The date when you contacted the Responsible PlantMe User to request payment for the loss you are claiming, and the date on which the Responsible PlantMe User declined or failed to pay for the loss.

As part of the signed and sworn proof of loss described above, you must provide PlantMe with all information it reasonably requests in order to determine the Actual Cash Value with respect to Covered Property, including: the original purchase price of such Covered Property, the date such Covered Property was acquired, the condition of such Covered Property and the estimated cost of repair or replacement of such Covered Property.

You must (i) protect and preserve damaged Covered Property from further loss or damage and (ii) promptly separate the damaged and undamaged Covered Property, put it in the best possible order, and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, and amount of loss claimed.

You must, as often as may be reasonably requested by PlantMe or its designees (i) exhibit all that remains of any damaged Covered Property and sign the written records of examination; (ii) produce for examination all books of accounts, business records, bills, invoices, and vouchers (either originals or certified copies if originals are lost) and (iii) permit extracts and machine copies to be made of the above.

You must permit PlantMe or its designee(s) to make inspections of Covered Property at all reasonable times. However, the right to make inspections, the making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by PlantMe or PlantMe's insurer to determine or warrant that damaged Covered Property is safe or healthful. We will have no liability to you or any other person because of any inspection or failure to inspect.

You must cooperate with PlantMe, including signing any documents, and timely responding to any reasonable requests for additional information or documentation that PlantMe or its designees may require or request to process the applicable PlantMe Landshare Guarantee Payment Request Form. You will have full rights to the possession and control of damaged Covered Property if proper testing is done to show which property is physically damaged. You, using reasonable judgment, will decide if the physically damaged Covered Property can be reprocessed or sold. If you determine that the Covered Property is unfit for reprocessing or sale, the property will not be sold or disposed of except by you or with your consent. Proceeds from the sale or other disposition of such Covered Property will go to (i) PlantMe's insurer at the time of the Covered Loss settlement, or (ii) you if such sale or disposition proceeds are received prior to Covered Loss settlement and such proceeds will reduce the amount of the Covered Loss payable to you.

V. Disposition of Garden Payment Requests

PlantMe Landshare Guarantee Payment Request Form

PlantMe will complete its processing of any PlantMe Landshare Guarantee Payment Request Form that you file within a reasonable period following the date you have (a) completed and filed an PlantMe Landshare Guarantee Payment Request Form, and (b) provided PlantMe with all information and materials that you are required to provide to comply with the conditions set forth in Section IV Conditions to the PlantMe Landshare Guarantee above. In any event, we will use commercially reasonable efforts to complete processing of your PlantMe Landshare Guarantee Payment Request Form within three (3) months after our receipt of such documents and information. If you receive an Approved Payment Request (as defined below), then as a condition to payment to you under the PlantMe Landshare Guarantee, you will be required to execute and deliver to PlantMe the "PlantMe Landshare Guarantee Approved Payment Request Agreement", which includes your agreement:

1. to assign to PlantMe or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an Approved Payment Request (defined below) from the Responsible PlantMe User or from an Invitee or from any other party that is financially responsible for the Approved Payment Request;
2. to reasonably cooperate with us, including, at our request, appearing as a witness in any court, arbitration or like proceeding, if we seek to recover the amount paid to you with respect to an Approved Payment Request from the Responsible PlantMe User or from an Invitee or from any other party;
3. to release and hold harmless PlantMe and its insurer and all officers, directors, employees, contractors and agents of PlantMe from any further liability or obligations with respect to the facts and circumstances of the matters and incident set forth in the PlantMe Landshare Guarantee Payment Request Form;
4. if requested, to treat as "confidential information" the amount of any payment made under the PlantMe Landshare Guarantee; and
5. to refund to us any amounts in excess of the Covered Loss in the Approved Payment Request as a result of a systems or payment processing error.

The duration of the processing period of any PlantMe Landshare Guarantee Payment Request Form that you file will depend on factors that include, but are not limited to: (i) the amount of payment that you are requesting for the Covered Loss; (ii) the location of the Covered Plot; (iii) the nature of the Covered Property and the nature of the Covered Losses; (iv) the completeness and type of documentation and information that you provide PlantMe regarding the Covered Losses; and (v) the number of PlantMe Landshare Guarantee Payment Request Forms that are currently being processed for other Hosts.

Approved Payment Request

If you have filed an PlantMe Landshare Guarantee Payment Request Form and such a payment request is approved in whole or in part for a Covered Loss (any such approved payment request, an "Approved Payment Request"), you will be paid the amount of the Covered Loss as calculated by PlantMe or its designees. The process for such calculation of Covered Losses is described under

“Determination of the Amount of the Covered Loss” below. You will be notified by PlantMe and, as a condition of payment hereunder, you will be required to deliver to PlantMe an executed Approved Payment Request Agreement. PlantMe may use third party service providers to assist in the processing of the PlantMe Landshare Guarantee Payment Request Forms and PlantMe or its designees may use third party service providers to assist in the investigation and adjustment of payment requests relating thereto.

For an Approved Payment Request that involves Covered Losses for Covered Property that is owned by a party other than you, we reserve the right, in our sole discretion, to pay all or a portion of the amount covered in such Approved Payment Request either to you or directly to the owner of such Covered Property. If an PlantMe Landshare Guarantee payment for all or a portion of such amount is made directly to the owner of such Covered Property, then you agree that such payment will be treated for purpose of the Approved Payment Request as being paid to you directly, and that you will be solely responsible for collecting from the owner of such Covered Property any portion of such payment to which you believe you are legally entitled. For clarity, your indemnification obligations set forth below under the paragraph entitled “Indemnification” will apply to claims arising from any payments made pursuant to the PlantMe Landshare Guarantee, including without limitation any payments made directly to the owner of any Covered Property.

Determination of the Amount of the Covered Loss

The amount of Covered Losses will be computed as of the date of loss, at the location of the loss, and for not more than your interest, subject to the following:

1. On exposed films, records, manuscripts, drawings, and Electronic Media, the value blank plus the cost of copying information from back-up or from originals of a previous generation. Costs of research, engineering, or restoring or recreating lost information or Electronic Data will not be paid.
2. On Fine Arts articles, the lesser of (i) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss; (ii) the cost to replace the article; and (iii) the current appraised value. If the Fine Arts article is part of a pair or set, you will not be paid (1) for the cost of replacing any undamaged or remaining items that form part of such pair or set, (2) more than the proportion that the loss or damaged item bears to the insured value of such pair or set, or (3) the cost of replacing or repairing any undamaged parts of the Fine Arts articles which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. For all Covered Property (other than that described in paragraphs 1 and 2 above), the loss amount will be the lesser of (i) the Actual Cash Value; (ii) the cost to repair such damaged Covered Property; (iii) the cost to rebuild or replace such Covered Property on the same site with new materials of like size, kind, and quality; (iv) the cost to rebuild, repair, or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of the Covered Loss; or (v) the cost to replace unrepairable electrical or mechanical equipment, including computer equipment and Electronic Media, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
4. Any amount of any Covered Losses payable under the PlantMe Landshare Guarantee will be reduced by the amount already paid to you or for your benefit by a Responsible PlantMe User, Invitee or other source (such as an insurer or other responsible party) for the same Covered Loss.
5. Covered Losses will be paid in the currency of the United Kingdom unless, in PlantMe’s sole discretion, PlantMe elects to pay losses in a different currency. If currency conversions are required, we use a system-wide rate, known as the base exchange rate, for currency conversion using data from one or more third parties, such as OANDA (www.oanda.com).

The PlantMe Landshare Guarantee is not an insurance policy. To the extent you desire protection beyond the PlantMe Landshare Guarantee, PlantMe strongly encourages you to

purchase insurance that will cover you and your property for losses caused by PlantMe Users or PlantMe Users' invitees in the event your loss is not within the terms of the PlantMe Landshare Guarantee.

VI. Acknowledgments and Agreements by the Host

You acknowledge and agree that:

- The PlantMe Landshare Guarantee is a guarantee of obligations of a Responsible PlantMe User to you and is dependent upon you pursuing any rights and remedies you may have to recover amounts paid by PlantMe to you with respect to an Approved Payment Request from the Responsible PlantMe User or from an Invitee or from any other party that is financially responsible for the Approved Payment Request.
- PlantMe provides Hosts with the PlantMe Landshare Guarantee benefits described herein solely for the purpose of promoting use of the PlantMe Platform by building customer loyalty and strengthening customer confidence as to use of the PlantMe Platform.
- These Landshare Guarantee Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you. Furthermore, these Landshare Guarantee Terms are not an insurance service agreement as defined in a standard ISO renter's or homeowner's insurance policy.
- The benefits provided under these Landshare Guarantee Terms are solely as set forth in the paragraph entitled "PlantMe Landshare Guarantee" above and such benefits are not assignable or transferable by you, including without limitation any transfer or assignment by operation of law or in connection with your divorce or death.
- PlantMe and/or its insurer reserve the right to independently investigate (or to have independently investigated) at our sole discretion and expense, the facts and circumstances of a payment request set forth in any PlantMe Landshare Guarantee Payment Request Form that you file with PlantMe, notwithstanding your delivery of all information and materials that you are required to provide PlantMe in order to comply with the conditions set forth in the paragraph entitled "Conditions to the PlantMe Landshare Guarantee."

You acknowledge and agree that if you make a claim under this Landshare Guarantee, you give PlantMe consent to review all communications between you and the allegedly Responsible PlantMe User via the PlantMe Platform.

PlantMe reserves the right, at any time, to offset or deduct from the amounts payable or paid by PlantMe to you under these Landshare Guarantee Terms, any amounts that it may have in its possession, or to subsequently collect, from any other person or entity who is obligated to compensate you for losses or damages.

Because these Landshare Guarantee Terms constitute a guarantee agreement, the theory of exoneration applies. Thus, if the Covered Property in question or the risk associated with that Covered Property changes materially, PlantMe will be entitled to exoneration with respect to any potential guaranty obligation under these Landshare Guarantee Terms.

You acknowledge and agree that PlantMe has the right, at its sole discretion, to deny full or partial payment under these Landshare Guarantee terms for your failure to comply, at all times, with your obligations under our Terms, Payments Terms, and Policies and Standards as described at <https://plantme.io/static/documentation/PlantMe-Terms-Conditions.pdf>, which are incorporated herein.

VII. Modification or Termination of PlantMe Landshare Guarantee Terms

To the extent permissible by applicable law in your jurisdiction, PlantMe reserves the right to modify or terminate these Landshare Guarantee Terms, at any time, in its sole discretion.

If PlantMe terminates these Landshare Guarantee Terms, PlantMe will provide you with notice by email at least thirty (30) days before such termination and PlantMe will continue to process all PlantMe Landshare Guarantee Payment Request Forms that you filed prior to the effective date of

termination, but your right to file any new PlantMe Landshare Guarantee Payment Request Forms will immediately terminate.

If PlantMe modifies these Landshare Guarantee Terms, we will post the modification on the PlantMe Platform. PlantMe will continue to process all PlantMe Landshare Guarantee Payment Request Forms that you filed prior to the effective date of the modification.

In addition to and without limiting PlantMe's rights set forth above in the immediately preceding paragraph, PlantMe reserves the right to modify or terminate these Landshare Guarantee Terms generally or in any jurisdiction, at any time, in its sole discretion, if: (i) these Landshare Guarantee Terms are construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction; (ii) PlantMe is required to obtain a license or permit of any kind to continue to provide these Landshare Guarantee Terms in any jurisdiction; or (iii) PlantMe determines or a court or arbitrator holds that the provisions of these Landshare Guarantee Terms violate applicable law. If PlantMe modifies or terminates these Landshare Guarantee Terms in accordance with the foregoing, PlantMe will process all PlantMe Landshare Guarantee Payment Request Forms that you file prior to or as of the effective date of such modification or termination unless such processing is prohibited by law, regulation, ordinance, order, or decree of any governmental or other authority.

VIII. Subrogation

PlantMe and/or PlantMe's insurer have the right to subrogate against any person or entity whatsoever who allegedly is responsible for causing the losses or damages in question, even if that person or entity is you. Further, you hereby agree that, with respect to any payments made under the PlantMe Landshare Guarantee by, or on behalf of, PlantMe, you will assist in and cooperate fully with PlantMe regarding any and all efforts at subrogation.

IX. Disclaimers and Limitations of Liability

If you choose to use the PlantMe Platform as a Host, you do so at your sole risk. The PlantMe Landshare Guarantee is provided "as is", without warranty of any kind, either express or implied. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the PlantMe Platform, and your listing of any Plots via the PlantMe Platform remains with you. Neither PlantMe nor any other party involved in creating, producing, or delivering the PlantMe Platform will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure, or for any damages for (1) personal or bodily injury or emotional distress arising out of or in connection with these Landshare Guarantee Terms, (2) from the use of or inability to use the PlantMe Platform, (3) from any communications, interactions or meetings with other users of the PlantMe Platform or other persons with whom you communicate or interact as a result of your use of the PlantMe Platform, or (4) from your listing of any Plot via the PlantMe Platform. PlantMe will not be liable for any such damages described above, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not PlantMe has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

VIII. General Provisions

Indemnification

You agree to release, defend, indemnify, and hold PlantMe and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the PlantMe Landshare Guarantee and these Landshare Guarantee Terms.

If you rent (rather than own) the Plot that you list as a Covered Plot, the immediately preceding paragraph applies specifically to any dispute between you and the owner of the Plot. You are fully responsible for securing the lessor's permission to list the Plot with PlantMe and complying with the scope of any permission granted.

Entire Agreement

These Landshare Guarantee Terms constitute the entire and exclusive understanding and agreement between PlantMe and you regarding the PlantMe Landshare Guarantee and these Landshare Guarantee Terms, and supersede and replace any and all prior oral or written understandings or agreements between PlantMe and you regarding the PlantMe Landshare Guarantee.

Assignment

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

Notices

Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by PlantMe via email, PlantMe Platform notification, or messaging service (including SMS and WeChat). For notices made to Members residing outside of Germany, the date of receipt will be deemed the date on which PlantMe transmits the notice.

Controlling Law and Jurisdiction

These Landshare Guarantee Terms will be interpreted in accordance with Section 22 of the Terms.

Waiver and Severability

The failure of PlantMe to enforce any right or provision of these Landshare Guarantee Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of PlantMe. Except as expressly set forth in these Landshare Guarantee Terms, the exercise by either party of any of its remedies under these Landshare Guarantee Terms will be without prejudice to its other remedies under these Landshare Guarantee Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Landshare Guarantee Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Landshare Guarantee Terms will remain in full force and effect.

X. Contacting PlantMe

If you have any questions about these PlantMe Landshare Guarantee Terms, please [email us](#).