

CANADA
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 "A" – NOTICE OF HEARING TO APPROVE THE SETTLEMENT

Class Action Settlement Notice Regarding the Booking of Accommodations on the Airbnb Platform by Quebec Residents

Quebec Superior Court file number: 500-06-000884-177

We are contacting you in accordance with a Quebec Superior Court judgment dated September 23, 2019 (File No: 500-06-000884-177) authorizing a class action against Airbnb Ireland UC, Airbnb, Inc. and Airbnb Payments UK Ltd. ("**Airbnb**") for settlement purposes only and ordering that Airbnb contact class members by email.

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**").

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why have I received this email?
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You are receiving this email because you are a Quebec resident and during the class period (between August 22, 2014 and June 26, 2019), you booked an accommodation offered by a third-party host on Airbnb's online platform through its websites and/or mobile applications (the "**Airbnb Platform**"), for purposes other than business travel. Therefore, you could be eligible to receive benefits under the Settlement;

The purpose of this notice is to inform you that the Plaintiff and Airbnb have reached a Settlement putting an end to the Class Action. All concerned parties believe that the Settlement is the best solution to dispose fairly and equitably of the dispute; they will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing, which will take place on **December 3, 2019 at 9:30 a.m. in room 1.156** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

What was the purpose of the Class Action?

According to the Plaintiff, Airbnb allegedly contravened the *Consumer Protection Act*, CQLR, chapter P-40.1 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 have not been proven in Court and are contested by Airbnb, whose position is that they have complied at all times with all applicable legislation.

Who are the group members?

You are a group member if you meet all of the following conditions:

1. If you are a Quebec resident;
2. If, between August 22, 2014 and June 26, 2019, you booked on the Airbnb Platform an accommodation offered by a third-party host, at a price above that displayed at the first stage of browsing (excluding the Quebec sales tax or the Goods and Services Tax);
3. If that booking was not made in relation to the operation of a business;

SETTLEMENT SUMMARY

What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb agrees 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;
2. Remit to each group member eligible to receive reparation, a single redeemable credit of a **value of up to CAD \$45.00 each**, depending on the total number of approved claims (a “**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 order to be able to redeem a Redeemable Credit, an eligible group member must accept the most recent version of Airbnb’s Terms of Service and not be prohibited from using the Airbnb Platform (in accordance with the Terms of Service). Once issued, a Redeemable Credit expires after twenty-four (24) months.

In exchange, group members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the group members; and (ii) 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.

Am I eligible to receive reparation?

If you are a group member and between August 22, 2014 and June 26, 2019 you made a booking on the Airbnb Platform, for purposes other than business travel, you are eligible to receive a Redeemable Credit. **Following the approval of the Settlement by the Superior Court of Quebec, as the case may be, you will receive a notice which will invite you to click on a hyperlink in order to claim a Redeemable**

Credit. You will have to click on the hyperlink so that the Redeemable Credit will automatically be issued to your Airbnb account. After the Claims Administrator processes all of the claims, the Redeemable Credit will automatically be applied to a future accommodation booking you make on the Airbnb Platform within twenty-four (24) months of issuance.

OPTING OUT

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the group, which will result in your exclusion from the Settlement.

What happens if I exclude myself?

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and could exercise valid rights of action; and
3. You will not be able to object to this Settlement.

What happens if I do not exclude myself?

If you do **not** exclude yourself:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against Airbnb; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against Airbnb in respect of the display of a price of an accommodation offered by a third-party host, at the first stage of browsing on the Airbnb Platform, that is lower than the final price (excluding the Quebec sales tax or the Goods and Services Tax).

How can I exclude myself?

To exclude yourself, you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Preisler-Banoon v. Airbnb*. C.S.M. 500-06-000884-177;
2. Your name and contact information;
3. Your email address associated with your Airbnb account; and
4. A declaration stating that you wish to exclude yourself from this class action.

The request for exclusion must be sent by registered or certified mail before **November 15, 2019** to the Court, with copy to Class Counsel, at the following addresses:

Grefe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec H2Y 1B5

Reference:
Preisler-Banoon v. Airbnb Ireland UC, Airbnb, Inc., Airbnb Payments UK Ltd.
Class Action – 500-06-000884-177

LPC Avocats
Me Joey Zukran
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this Settlement.

How can I tell the Court that I do not agree with this Settlement?

To present your objection to the Court, you must appear at the hearing that will be held on **December 3, 2019 at 9:30 a.m. in room 1.156** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Do I need a lawyer in order to object to the Settlement?

No. You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the Settlement and it is approved, will I still be eligible for a Redeemable Credit?

Yes. If, despite your objection, the Settlement is still approved, you can still receive a Redeemable Credit if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement, the schedules and the various forms, please go to the following websites:

- Settlement website: <https://www.velvetpayments.com/airbnb>
- <https://lpclex.com/airbnb>

Who represents me?

You may contact Class Counsel for more information:

Me Joey Zukran
LPC Avocats
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
Tel: (514) 379-1572
Email: JZUKRAN@LPCLEX.COM

If approved, another notice (email) will be sent to you in accordance with the Settlement.

In case of discrepancies between this notice and the Settlement, the Settlement shall prevail.

The publication and dissemination of this notice has been approved by the Court.