

TRAVELER REFUND POLICY TERMS

Last Updated: June 8, 2017

These terms and conditions govern the Yiupai Traveler Refund Policy (the “Traveler Refund Policy”) available to Travelers who book and pay services related to travel Providers through the Yiupai platform (the “Site”) and suffer a Travel Issue and the obligations of the Guide associated with the Traveler Refund Policy. Some Guides lead experiences on the ground, and other Guides help with travel planning.

REFUNDS AND CANCELLATION FOR YOUR TRIP PLANNED BY YIUPAI GUIDES

Travelers are free to reject any Itinerary for any reason prior to payment. Once an Itinerary is confirmed by a Traveler, any fees paid are non-refundable except as set forth below:

Traveler cancels Yiupai will endeavor to refund Traveler the fees paid for any Itinerary items that have not yet been booked, minus the Service Fee. Fees for Itinerary items that have already been booked are non-refundable.

Guides cancels Whenever possible Yiupai will connect Traveler to an alternate Guide who can fulfill request. If not, Yiupai will refund the Total Fees for such booking to the applicable Traveler within a commercially reasonable time of the cancellation.

Cancellation due to outside factors Certain Experiences may depend on factors outside either party’s control, such as weather (“Outside Factors”). The Guide has the discretion as to whether Outside Factors will prevent the Experience from taking place. As a Guide, if you need to cancel an Experience due to Outside Factors, you must contact the Traveler and Yiupai (at

support@yiupai.com) as early as possible. Subject to the Traveler's consent, the Guide and the Traveler may choose to reschedule the Experience for another date. If the Experience cannot be rescheduled, the Traveler should contact Yiupai so we may assist in finding a replacement Experience. For clarity, in the event the alternative Experience is of a higher price than the former, you may be responsible for any difference in price. In the event the alternative Experience is of a lower price, you may be entitled to a partial refund for the difference. As a Traveler, if you have contacted Yiupai as provided above and Yiupai is unable to find you a replacement Experience, Yiupai may refund the Total Fees for such booking to the applicable Traveler within a commercially reasonable time of the cancellation.

REFUNDS AND CANCELLATION FOR YOUR EXPERIENCE LED BY YIUPAI GUIDES

1. Travel Issue. A "Travel Issue" means any one of the following:

a) The Guide of the Experience (i) cancels a reservation within 24 hours before the scheduled start of the reservation, (ii) fails to arrive for the Experience within 20 minutes of the scheduled start time, or (iii) fails to provide the Traveler with the reasonable ability to access the Experience (e.g., by allowing the Traveler access to the space in which the Experience will happen or begin if applicable).

b) The description of the Experience in the listing on the Site is materially inaccurate with respect to (i) the duration of the Experience, (ii) the content of the Experience (including but not limited to the stated activities or sites, as applicable), or (iii) the physical location of the Experience. c) During the Traveler's Experience, conditions do not meet safety or health hazards that would be reasonably expected, given the nature of the particular Experience, in Yiupai's judgment.

2. The Traveler Refund Policy. If you are a Traveler and suffer a Travel Issue, we agree, at our discretion, to either (i) reimburse you up to the amount paid by you through the Site, as determined by Yiupai in our discretion, depending on the nature of the Travel Issue suffered or (ii) use our reasonable efforts to

find and book you another Experience which in our determination is reasonably comparable to the Experience described in your original reservation in terms of content and quality. For clarity, in the event the alternative Experience is of a higher price than the former, you may be responsible for any difference in price. In the event the alternative Experience is of a lower price, you may be entitled to a partial refund for the difference. All determinations of Yiupai with respect to the Traveler Refund Policy, including without limitation the size of any refund, shall be final and binding on the Travelers and Guides.

3. Conditions to Claim a Travel Issue. Only a Traveler may submit a claim for a Travel Issue. If you are a Traveler, in order to submit a valid claim for a Travel Issue and receive the benefits with respect to your reservation, you are required to meet each of the following conditions:

a) You must report the Travel Issue to Yiupai in writing (at support@yiupai.com) or via telephone and provide us with information (including evidence) about the Experience and the circumstances of the Travel Issue within 24 hours after the start of your reservation, and must respond to any requests by us for additional information or cooperation on the Travel Issue;

b) You must not have directly or indirectly caused the Travel Issue (through your action, omission or negligence); and

c) You must have used reasonable efforts to try to remedy the circumstances of the Travel Issue with the Guide prior to making a claim for a Travel Issue (and you must provide evidence of having done so).

4. Minimum Quality Standards, Guide Responsibilities and Reimbursement to Traveler. If you are a Guide, you are responsible for ensuring that the Experiences you list on the Site meet minimum quality standards regarding adequacy of the description on the Site, safety, health, and do not present a

Traveler with Travel Issues. Throughout the Experience, Guides should be available in order to try, in good faith, to resolve Traveler issues.

If you are a Guide, and if (i) Yiupai determines that a Traveler has suffered a Travel Issue related to an Experience listed by you and (ii) Yiupai either reimburses that Traveler any amount up to the amount paid by the Traveler through the Site for the Experience or provides an alternative Experience to the Traveler, you agree to reimburse Yiupai up to the amount paid by Yiupai within 30 days of Yiupai's request. All determinations of Yiupai with respect to the Traveler Refund Policy, including without limitation the size of any refund to the Traveler, shall be final and binding on the Travelers and Guides. You also agree that in order for you to reimburse Yiupai up to the amount paid by Yiupai, Yiupai may off-set or reduce any amounts owed by Yiupai to you by this amount. If the Traveler is rescheduled to an alternative Experience, you may lose part or all of the Experience Fee payment for the booking and you may be responsible for reasonable additional costs incurred to reschedule the Traveler to the alternative Experience.

The rights of the Travelers under the Traveler Refund Policy supersede the cancellation policy that otherwise applies to a particular Experience. If you dispute the Travel Issue you may notify us in writing (support@yiupai.com) or via telephone and provide us with information (including evidence) disputing the claims regarding the Travel Issue, provided you must have used reasonable and good faith efforts to try to remedy the Travel Issue with the Traveler prior to disputing the Travel Issue claim (and you must provide evidence of having done so). You agree that all determinations of Yiupai with respect to the Travel Issue shall be final and binding on the Travelers and Guides regardless of your submission of a dispute against such Travel Issue. In the event of one or more

Travel Issues, Yiupai, in its discretion, may elect to take additional actions. These actions include, but are not limited to, negatively affecting your listing ranking, automated reviews or notifications indicating Travel Issues, canceling future bookings, suspending or removing the listing of the Experience or

imposing penalties or fees for the administrative burden associated with the Travel Issues.

5. General Provisions.

a) No Assignment/No Insurance. This Traveler Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Traveler, and the Traveler has not paid any premium in respect of the Traveler Refund Policy. The benefits provided under this Traveler Refund Policy are not assignable or transferable by you.

b) Modification or Termination. Yiupai reserves the right to modify or terminate this Traveler Refund Policy, at any time, in its sole discretion, and without prior notice.

c) If Yiupai modifies this Traveler Refund Policy, we will post the modification on the Site or provide you with notice of the modification and Yiupai will continue to process all claims for Travel Issues made prior to the effective date of the modification.

d) Entire Agreement and Definitions. This Traveler Refund Policy constitutes the entire and exclusive understanding and agreement between Yiupai and you regarding the Traveler Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Yiupai and you regarding the Traveler Refund Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Yiupai Terms of Service. Controlling Law. This Traveler Refund Policy will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to its conflict-of-law provisions.

e) Limitation of Liability. IN NO EVENT WILL YIUPAI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS YIUPAI

POLICY TERMS, EXCEED THE AMOUNT OF THE EXPERIENCE FEES COLLECTED BY YIUPAI FROM THE TRAVELER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING AN EXPERIENCE OR OTHERWISE USING THE SITE, SERVICES AS A GUIDE OR TRAVELER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS. 6. Contacting Yiupai. If you have any questions about the Traveler Refund Policy, please contact Yiupai at support@yiupai.com.