

## **VOLUNTARY AGREEMENT AND RELEASE**

This Voluntary Agreement and Release (“Voluntary Agreement”) is entered into by and between Airbnb, Inc. (“Airbnb”) and Claimants California Council of the Blind (“CCB”) and California Foundation of Independent Living Centers (“CFILC”) (“Claimants,” and collectively, the “Parties”).

### **RECITALS**

A. On February 8, 2017, the Parties entered into a Structured Negotiations Agreement, which is incorporated herein by reference, to work cooperatively on Airbnb’s policies, practices, and procedures concerning persons with disabilities, including individuals who use Service Animals and persons who use wheelchairs or other Mobility Aids.

B. The Parties worked collaboratively to resolve Claimants’ issues concerning access for Claimants and their members to services offered on the Airbnb Platform.

C. By this Voluntary Agreement, the Parties intend to settle and fully dispose of all of Claimants’ claims and causes of action arising out of or otherwise concerning access for persons with disabilities using Airbnb’s Platform, including individuals who use Service Animals and/or Mobility Aids.

### **AGREEMENT**

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

### **DEFINITIONS**

“**Americans with Disabilities Act**” and “**ADA**” refer to the Americans with Disabilities Act, 42

U.S.C. §§ 12101 *et. seq.* and its implementing regulations as amended.

“**Airbnb**” refers to Airbnb, Inc.

“**Airbnb Platform**” refers to the technology platform that connects users (Guests and Hosts) to one another for the provision of lodging by way of a website and/or mobile-phone applications, including any and all versions of the Airbnb mobile-phone applications, website, and/or any other electronic interface adopted during the Term of this Voluntary Agreement. The Airbnb Platform specifically excludes any future new services or collections of lodgings offered on airbnb.com not available as of the Effective Date of this agreement which do not use the accessibility filter technology described in Section 1(c).

“**Claimants**” refers to California Council of the Blind (“CCB”) and California Foundation for Independent Living Centers (“CFILC”).

“**Claimants’ Counsel**” refers to the law firm of Rosen Bien Galvan & Grunfeld LLP.

“**Disability-Related Complaint**” refers to a written or oral complaint submitted by a Guest to Airbnb alleging that a Host refused to provide lodging to, or otherwise discriminated against a Guest, because of the presence of a Service Animal or Mobility Aid and/or misrepresented the physical accessibility of the place of lodging in the Host’s listing or through additional communication with the Guest.

“**Effective Date**” is the date on which this Voluntary Agreement is signed by all Parties.

“**Guest**” or “**Guests**” refers to any person(s) who seek(s) lodging services through the Airbnb Platform.

“**Host**” or “**Hosts**” refer to any person(s) who provide(s) services to Guests through the Airbnb Platform.

**“Mobility Aid”** refers to a cane, walker, crutches, wheelchair, or other assistive device used by a person with a disability as that term is defined in the ADA and its implementing regulations.

**“Disability-Related Policies”** refers to Airbnb’s non-discrimination policies pertaining to Guests who use Service Animals and/or Mobility Aids as set forth in this Voluntary Agreement, including but not limited to, the ability of Guests who use Service Animals and/or Mobility Aids to use the Airbnb Platform to search for and arrange lodging, to access such lodging upon arrival, and the methods for Guests to report instances of discrimination and/or refusal of service because of the presence of a Mobility Aid or due to physical barriers present at the Host site that were not communicated to, or incorrectly communicated to, the Guest.

**“Parties”** refers to Airbnb, CCB, and CFILC.

**“Released Claims”** refers to those claims released pursuant to this Voluntary Agreement.

**“Service Animal”** refers to service animals as defined by the regulations and guidance of the U.S. Department of Justice’s interpretation, as amended from time to time, of the ADA.

**“Term”** refers to the time from the Effective Date through the end of two (2) years from the Effective Date or, if extended pursuant to Section 3, through the end of three (3) years from the Effective Date (hereafter the “Extended Term”).

**“Terms of Service”** means and refers to the agreement and addenda Hosts (and Guests) must affirmatively accept before they are able to be offer or access lodging through the Airbnb Platform and any amendments made to such documents during the Term of the Voluntary Agreement.

**1. Airbnb's Policies, Practices, and Procedures Pertaining to Guests with Service Animals and/or Mobility Aids.**

**(a) Timeline for Development and Implementation of Policies**

Unless otherwise indicated, Airbnb agrees to develop, implement, and distribute all policies, practices, and/or procedures referenced herein within 120 days of the Effective Date of this Agreement.

**(b) Policies Regarding Guests with Service Animals and/or Mobility Aids.**

Airbnb agrees to maintain non-discrimination policies pertaining to Guests with Service Animals and/or Mobility Aids, including: (1) a Non-Discrimination Policy, current version attached as **Exhibit A**; (2) an Assistance Animal help center article, current version attached as **Exhibit B**; and (3) a home accessibility help center article, current version attached as **Exhibit C**. Airbnb agrees to provide Claimants with at least 14 days advance notice regarding any material changes to these non-discrimination policies that impact Claimants. Airbnb agrees to maintain these policies and articles in the Help Center and/or Policies section of its website.

**(c) Creation of Accessibility Filters for Hosts to Use in Evaluating the Physical Accessibility of Host Sites.**

Airbnb will develop and implement, in consultation with Claimants, Accessibility Filters (including, but not limited to, wide doorways, step-free access, and wide clearances) for Hosts to use to assist them in assessing the accessibility of their unit ("Accessibility Filters"). Hosts will use these Accessibility Filters instead of designating their listing as "accessible." Airbnb shall collaborate with Claimants regarding the content, format, and display of the Accessibility Filters.

**(d) Creation of Search Functionality for Accessibility Filters.**

Airbnb will develop and implement, in consultation with Claimants, search functionality to allow

Guests to find lodging based on the Accessibility Filters.

**(e) Notification of Hosts with Multiple Listings of Potential Physical Access Requirements.**

Airbnb agrees to send educational materials to the email address on file for Hosts with five or more listings reminding them that they may have physical access requirements under the ADA. Airbnb shall collaborate with Claimants regarding the content and format of these materials.

**(f) Airbnb Policies Regarding Hosts Who Knowingly and/or Repeatedly Discriminate Against Guests with Service Animals and/or Mobility Aids.**

Airbnb agrees to develop a progressive system of counseling, warning, and discipline applicable to unlawful discrimination by Hosts against Guests on the basis of disability. This system may include intermediate steps of discipline but shall include a system whereby Airbnb shall suspend or permanently bar a Host from offering lodging on the Airbnb Platform for knowing or repeated violations of its policies relating to accessibility. Airbnb will also maintain procedures intended to prevent de-listed Hosts from rejoining the Airbnb Platform. Airbnb shall collaborate with Claimants regarding standards of discipline for accessibility-related complaints.

**(g) Joint Announcement.**

Within sixty days of the Effective Date, the Parties shall issue a joint press release, using language mutually agreed upon by the Parties, announcing this Voluntary Agreement and describing its key terms. After the joint press release is issued, the Voluntary Agreement will be posted on Claimants' Counsel's website and may be shared with Claimants, including Claimants' board members, membership, and funders.

**(h) Host and Guest Education.**

Airbnb will collaborate with Claimants to develop and maintain educational materials which (i) may include separate webpages and/or the help center articles referenced in Section 1(b), (ii) will include information relevant to Hosts and Guests about accessibility on and off the Airbnb Platform, and (iii) will include Airbnb's commitment to preventing discrimination against individuals who use Service Animals and/or Mobility Aids and links to Airbnb's Disability-Related Policies (collectively, the "Educational Materials"). The Educational Materials will be accessible to individuals who use screen access technology including with the success criteria of Level AA of the current version of the Web Content Accessibility Guidelines (WCAG). Airbnb agrees to include a link to relevant Educational Materials in its on-boarding materials for Hosts, and will remind Hosts of Disability-Related Policies and any material updates as appropriate but at least annually. Airbnb also agrees to clearly indicate that assistance animals are not pets where a Host indicates no pets are allowed in their listing, including a link to the Assistance Animal help center article as appropriate.

**(i) Airbnb Procedures for Disability-Related Complaints.**

**(i) Training.**

Airbnb agrees to maintain an Accessibility Team, or another department or team, that is trained to perform the duties and functions as set forth in this Voluntary Agreement, including but not limited to identifying, evaluating, documenting, and responding to claims of discrimination against Guests with Service Animals and/or Mobility Aids. Airbnb will also provide reasonable training, including training for new hires, to its customer support team regarding how to respond to accessibility issues and escalate, as appropriate, claims of discrimination to the Accessibility Team. Airbnb shall collaborate with Claimants regarding training generally, and will help coordinate a meeting between Claimants and the

Accessibility Team upon request.

(ii) Lodging Complaints.

Airbnb will maintain an appropriate method for Guests to submit disability-related complaints via the Airbnb Platform, including the ability to call the Airbnb customer service team via the platform and using a telephone number during a trip if a Guest has been denied lodging or otherwise discriminated against due to the presence of a Service Animal and/or Mobility Aid.

(iii) Responding to Complaints.

If a Guest submits a Disability-Related Complaint of discrimination to Airbnb's customer support team or Accessibility Team, Airbnb shall typically provide complainants with a link to relevant Airbnb Educational Materials and an acknowledgement (if it has contact information) that the complaint has been received and is being reviewed. Airbnb shall typically complete its review of each complaint within fourteen (14) days of the complaint submission.

(a) **Refunding Fees.**

If a Guest submits a non-frivolous disability-related complaint that results in a cancellation, Airbnb shall refund any Airbnb charges imposed regarding that booking.

(b) **Rebooking.**

Airbnb will develop and implement a process to assist Guests who use Service Animals and/or Mobility Aids with emergency rebooking on the Airbnb Platform pursuant to Airbnb's Open Doors Policy where the Guest submits a non-frivolous disability-related complaint that they were refused access to the host site upon arrival or less than twenty-four hours prior to arrival. If rebooking on the Airbnb Platform is not feasible due to a lack of available listings suitable for Guests with Mobility Aids, the Guest can receive a refund at no additional cost, or Airbnb will provide assistance in rebooking with

area hotels pursuant to Airbnb's Open Doors policy.

## **2. Monitoring of Compliance.**

### **(a) Data Collection.**

During the Term of this Voluntary Agreement, Airbnb shall collect and maintain records of disability-related complaints alleging that a Host refused to provide lodging or otherwise discriminated against a Guest due to the presence of a Service Animal and/or Mobility Aid, typically including details of the incident and results of any investigation (including any action(s) taken in response by Airbnb). Airbnb will also collect data regarding the number of users who are accessing and using the Accessibility Filters.

### **(b) Reporting of Data.**

During the Term of this Voluntary Agreement, Airbnb shall meet with Claimants' Counsel at least every six months following the Effective Date to review summary data of disability-related complaints. The summary data will include: (i) the number of disability complaints over the prior reporting period; (ii) the type of complaint where available; (iii) the location of the complainant; (iv) the type of response where available; and (v) the number of users accessing and using the Accessibility Filters. Airbnb agrees to discuss the underlying data and records relating to a disability-related complaint, where available and as appropriate, with Claimants' Counsel.

### **(c) Guest Complaints Submitted to Claimants' Counsel.**

Notwithstanding the above, for any Guest for which Claimants' Counsel provides Airbnb with: (1) a documented complaint by the Guest of alleged discrimination; (2) the email address for the Guest's account; and (3) proof that the Guest consented to disclosure of that data for the purposes of monitoring compliance with or enforcing this Voluntary Agreement, Airbnb shall, in a timely manner, investigate



the complaint and resolve it in accordance with Airbnb's policies. To the extent any Guests direct disability-related complaints to Claimants' Counsel, Claimants' Counsel will forward such complaints to Airbnb and Airbnb will process those complaints as if they had been submitted directly to Airbnb.

**(d) Compliance Standards**

Airbnb agrees to collaborate with Claimants to discuss any appropriate remediation strategies or policy changes based on disability-related complaints received. The Parties will meet and confer within 14 days of either party raising a concern pursuant to this section.

**3. Term of Agreement.**

The Term of this Voluntary Agreement shall be two (2) years from the Effective Date, except as follows: if the Parties agree or if, while resolving a dispute under Section 6, the arbitrator determines that there has not been substantial compliance by Airbnb with the terms of the Voluntary Agreement, the term shall extend an additional year.

**4. Additional Modifications to Airbnb's Policies, Practices, and Procedures.**

The Parties recognize and agree that other relevant issues and new services may arise during the term of this Voluntary Agreement that were not anticipated when this Voluntary Agreement was executed, and that information that Airbnb provides to Claimants' Counsel pursuant to this Voluntary Agreement may show that the policies, practices, and procedures adopted by this Voluntary Agreement have unintended consequences or are insufficient to comprehensively address potential disability-related discrimination. The Parties agree that at any point after the one-year anniversary of the Effective Date through the Term of this Voluntary Agreement, any Party may request further modifications to Airbnb's policies, practices and procedures if there is good cause to believe there is a need for such modifications. Within 30 days of a request under this paragraph, unless extended by agreement of the Parties, the

Parties shall meet and confer to negotiate any such requested modifications to Airbnb's policies, practices and procedures, with the mutual goal of more effectively addressing alleged Host discrimination against Guests with Service Animals and/or Mobility Aids. In no event will the modifications lessen the benefits or protections for Guests.

If the Parties are unable to reach agreement concerning additional measures within sixty days of first meeting and conferring, then the Parties shall resolve the dispute using the dispute resolution process set forth in Section 6 of this Voluntary Agreement.

**5. Scope of Agreement.**

The provisions of this Voluntary Agreement shall apply to Airbnb's policies, practices, and procedures concerning persons with disabilities using Airbnb's Platform, including Guests who travel with Service Animals and/or Mobility Aids in the United States.

**6. Dispute Resolution.**

All disputes arising under the terms of this Voluntary Agreement shall be resolved through a three-step process as follows:

**(a) Meet and Confer.**

Claimants' Counsel shall send a letter to counsel for Airbnb outlining the dispute(s) concerning Airbnb's compliance with this Voluntary Agreement, and counsel for the Parties shall meet and confer in a good faith effort to resolve such dispute(s).

**(b) Mediation and Arbitration.**

If the Parties are unable to resolve their dispute through such meet and confer negotiations within 30 days from the date of the letter raising the dispute, the dispute shall be submitted to mediation at Judicial Arbitration and Mediation Services ("JAMS") in San Francisco. If the Parties are unable to

select a mutually agreeable mediator within 45 days of the date of the meet and confer letter, then JAMS shall prepare a list of five randomly chosen neutrals with Airbnb and Claimants each having the right to strike two names from the list to determine the neutral to mediate the matter. Airbnb shall pay all JAMS fees and costs for the mediation. If the Parties are not able to resolve their dispute through mediation, the Parties shall submit the dispute for resolution by a retired judge or arbitrator at JAMS in San Francisco, California. If the Parties cannot agree upon a particular arbitrator, they shall request that JAMS assign one in a random manner. The arbitrator will decide the dispute through confidential, binding arbitration using JAMS Streamlined Arbitration Rules and Procedures and applying applicable law. Airbnb agrees to pay JAMS' fees and costs for the arbitration.

**7. Reasonable Attorneys' Fees and Costs.**

**(a) Fees and Costs for Work Performed Through the Effective Date.**

Within 30 days of the Effective Date, Claimants' Counsel shall present their claim for reasonable attorneys' fees and costs incurred in connection with this Voluntary Agreement through the Effective Date (the "fee application") to counsel for Airbnb. If the Parties are not able to reach agreement on the amount of reasonable attorneys' fees and costs within 60 days, Claimants may submit the fee application for resolution by a retired judge or arbitrator at JAMS in San Francisco, California. If the Parties cannot agree upon a particular arbitrator, they shall request that JAMS assign one in a random manner. The arbitrator will decide the fee application through confidential, binding arbitration using JAMS Streamlined Arbitration Rules and Procedures and applying applicable law. Airbnb agrees to pay JAMS' fees and costs relating to any proceeding regarding Claimants' fee application.

**(b) Fees and Costs for Work Performed During Voluntary Agreement.**

Within six months of the Joint Announcement Date and every six months thereafter during the

Term or Extended Term of this Voluntary Agreement, Claimants' counsel shall present their claim for reasonable attorneys' fees and costs for work performed during the Term of this Voluntary Agreement after the Effective Date to counsel for Airbnb. If the Parties are not able to reach agreement on the amount of reasonable fees within 45 days of submission, Claimants may submit the fee application for resolution by a retired judge or arbitrator at JAMS in San Francisco, California. If the Parties cannot agree upon a particular arbitrator, they shall request that JAMS assign one in a random manner. The arbitrator will decide the fee application through confidential, binding arbitration using JAMS Streamlined Arbitration Rules and Procedures and applying applicable federal and state law. Airbnb agrees to pay JAMS' fees and costs relating to any proceeding regarding Claimants' claim for fees and costs for work performed during the Voluntary Agreement.

#### **8. Release of Claims.**

Except for Airbnb's obligations contained in this Voluntary Agreement, Claimants, and each of their heirs, executors, successors, affiliates, assigns, administrators, agents, and representatives, hereby fully, finally, and forever release, acquit, and discharge, and agree not to file a lawsuit or take other legal or administrative action against, Airbnb and/or any of its present, former, or future successors, predecessors, parents, affiliates, subsidiaries, assigns, officers, directors, shareholders, and agents, of and from any and all claims and causes of action arising from or concerning the subject matter of this Voluntary Agreement that accrued on or before the Effective Date (the "Released Claims"). The Released Claims do not include claims arising out of Airbnb's failure to make its website and mobile applications accessible to blind persons, or persons with other disabilities, who use screen access technology.

**9. No Liability.**

Neither this Voluntary Agreement nor any actions taken by Airbnb in satisfaction of this Voluntary Agreement constitute, or may be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any allegations of fact or law made by Claimants. Airbnb maintains that it has acted in accordance with applicable law, insofar as it is applicable to the Airbnb Platform, and denies that it has violated federal, state, or any other law concerning persons with disabilities.

**10. General Provisions.**

**(a) Entire Agreement.**

This Voluntary Agreement constitutes the entire agreement by the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties.

**(b) Governing Law.**

This Voluntary Agreement shall be interpreted and governed according to the laws of the State of California.

**(c) Binding on Successors.**

The provisions of the Voluntary Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties.

**(d) Modification in Writing.**

This Voluntary Agreement cannot be orally modified. The Voluntary Agreement can be modified only with a written agreement that expressly recites the Parties' intent to modify a provision of the Voluntary Agreement, and that is signed by authorized representatives of all Parties.

**(e) Waivers of Breach.**

The waiver of a breach of this Voluntary Agreement shall not be construed as a waiver of any subsequent breach.

**(f) Severability.**

The paragraphs and provisions of this Voluntary Agreement are severable. If any paragraph or provision is found unenforceable, the remaining paragraphs and provisions shall remain in full effect.

**(g) Notices.**

Any notice or communication provided pursuant to Section 6 (Dispute Resolution) and Section 7 (Attorneys' Fees and Costs) of this Voluntary Agreement shall be made in writing and shall be delivered or sent by email and by registered mail or Federal Express to the addresses below or to such other addresses as may be specified in writing by any party.

To claimants:

Gay Crosthwait Grunfeld  
Rosen Bien Galvan & Grunfeld LLP  
50 Fremont Street, 19<sup>th</sup> Floor  
San Francisco, CA 94105  
ggrunfeld@rbgg.com

To Airbnb:

Robert Chesnut  
General Counsel  
Airbnb, Inc.  
888 Brannan Street  
San Francisco, CA 94103  
rob.chesnut@airbnb.com

**(h) Agreement Has Been Read.**

The Voluntary Agreement has been carefully read by each of the Parties, or their responsible

officers, and its contents are known and understood by each of the Parties. The Voluntary Agreement is signed freely by each Party executing it.

**(i) Authority.**

The persons executing the Voluntary Agreement each represent and warrant that he or she has the authority to enter into the Voluntary Agreement, and to resolve the matters set forth in the Voluntary Agreement, on behalf of the Party for whom he or she is executing the Voluntary Agreement, and that no further approval is necessary in order for the Voluntary Agreement to be binding on the Party for whom he or she is executing.

**(j) Counterparts.**

This Voluntary Agreement may be executed in counterparts, and authentic facsimile or scanned PDF signatures shall be deemed to be original signatures for all purposes.


**(k) Rules of Construction.**

The Parties and their counsel have reviewed and participated in the drafting of the Voluntary Agreement, and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of the Voluntary Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Voluntary Agreement.

**IN WITNESS HEREOF**, each of the undersigned has executed this Voluntary Agreement on the date set forth below.

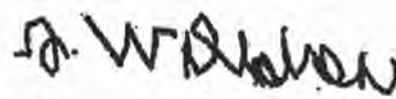
DATED: 9/20, 2017

AIRBNB, INC.

By:   
Robert Chesnut  
General Counsel

DATED: 9/18, 2017

CALIFORNIA COUNCIL OF THE BLIND

By:   
Judy Wilkinson  
President

DATED: 9/18, 2017

CALIFORNIA FOUNDATION OF  
INDEPENDENT LIVING CENTERS

By:   
Christina Mills  
Interim Executive Director



# EXHIBIT A

# Airbnb's Nondiscrimination Policy: Our Commitment to Inclusion and Respect

Airbnb is, at its core, an open community dedicated to bringing the world closer together by fostering meaningful, shared experiences among people from all parts of the world. Our community includes millions of people from virtually every country on the globe. It is an incredibly diverse community, drawing together individuals of different cultures, values, and norms.

The Airbnb community is committed to building a world where people from every background feel welcome and respected, no matter how far they have traveled from home. This commitment rests on two foundational principles that apply both to Airbnb's hosts and guests: **inclusion and respect**. Our shared commitment to these principles enables every member of our community to feel welcome on the Airbnb platform no matter who they are, where they come from, how they worship, or whom they love. Airbnb recognizes that some jurisdictions permit, or require, distinctions among individuals based on factors such as national origin, gender, marital status or sexual orientation, and it does not require hosts to violate local laws or take actions that may subject them to legal liability. Airbnb will provide additional guidance and adjust this nondiscrimination policy to reflect such permissions and requirements in the jurisdictions where they exist.

While we do not believe that one company can mandate harmony among all people, we do believe that the Airbnb community can promote empathy and understanding across all cultures. We are all committed to doing everything we can to help eliminate all forms of unlawful bias, discrimination, and intolerance from our platform. We want to promote a culture within the Airbnb community—hosts, guests and people just considering whether to use our platform—that goes above and beyond mere compliance. To that end, all of us, Airbnb employees, hosts and guests alike, agree to read and act in accordance with the following policy to strengthen our community and realize our mission of ensuring that everyone can belong, and feels welcome, anywhere.

- **Inclusion** – We welcome guests of all backgrounds with authentic hospitality and open minds. Joining Airbnb, as a host or guest, means becoming part of a community of inclusion. Bias, prejudice, racism, and hatred have no place on our platform or in our community. While hosts are required to follow all applicable laws that prohibit discrimination based on such factors as race, religion, national origin, and others listed below, we commit to do more than comply with the minimum requirements established by law.
- **Respect** – We are respectful of each other in our interactions and encounters. Airbnb appreciates that local laws and cultural norms vary around the world and expects hosts and guests to abide by local laws, and to engage with each other respectfully, even when views may not reflect their beliefs or upbringings. Airbnb's members bring to our community an incredible diversity of background experiences, beliefs, and customs. By connecting people from different backgrounds, Airbnb fosters

greater understanding and appreciation for the common characteristics shared by all human beings and undermines prejudice rooted in misconception, misinformation, or misunderstanding.

## Specific Guidance for Hosts in the United States and European Union

As a general matter, we will familiarize ourselves with all applicable federal, state, and local laws that apply to housing and places of public accommodation. Hosts should contact Airbnb customer service if they have any questions about their obligations to comply with this Airbnb Nondiscrimination Policy. Airbnb will release further discrimination policy guidance for jurisdictions outside the United States in the near future. Guided by these principles, our U.S. and EU host community will follow these rules when considering potential guests and hosting guests:

### **Race, Color, Ethnicity, National Origin, Religion, Sexual Orientation, Gender Identity, or Marital Status**

- Airbnb hosts **may not**
  - Decline a guest based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
  - Impose any different terms or conditions based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
  - Post any listing or make any statement that discourages or indicates a preference for or against any guest on account of race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.

### **Gender Identity**

Airbnb does not assign a gender identity to our users. We consider the gender of an individual to be what they identify and/or designate on their user profile.

- Airbnb hosts **may not**
  - Decline to rent to a guest based on gender unless the host shares living spaces (for example, bathroom, kitchen, or common areas) with the guest.
  - Impose any different terms or conditions based on gender unless the host shares living spaces with the guest.
  - Post any listing or make any statement that discourages or indicates a preference for or against any guest on account of gender, unless the host shares living spaces with the guest.
- Airbnb hosts **may**
  - Make a unit available to guests of the host's gender and not the other, where the host shares living spaces with the guest.

### **Age and Familial Status**

- Airbnb hosts **may not**:

- Impose any different terms or conditions or decline a reservation based on the guest's age or familial status, where prohibited by law.
- Airbnb hosts **may**:
  - Provide factually accurate information about their listing's features (or lack of them) that could make the listing unsafe or unsuitable for guests of a certain age or families with children or infants.
  - Note in their listing applicable community restrictions (e.g. senior housing) that prohibit guests under a particular age or families with children or infants.

## **Disability**

- Airbnb hosts **may not**:
  - Decline a guest based on any actual or perceived disability.
  - Impose any different terms or conditions based on the fact that the guest has a disability.
  - Substitute their own judgment about whether a unit meets the needs of a guest with a disability for that of the prospective guest.
  - Inquire about the existence or severity of a guest's disability, or the means used to accommodate any disability. If, however, a potential guest raises his or her disability, a host may, and should, discuss with the potential guest whether the listing meets the potential guest's needs.
  - Prohibit or limit the use of mobility devices.
  - Charge more in rent or other fees for guests with disabilities, including pet fees when the guest has an assistance animal (such as a service or emotional support animal) because of the disability.
  - Post any listing or make any statement that discourages or indicates a preference for or against any guest on account of the fact that the guest has a disability.
  - Refuse to communicate with guests through accessible means that are available, including relay operators (for people with hearing impairments) and e-mail (for people with vision impairments using screen readers).
  - Refuse to provide reasonable accommodations, including flexibility when guests with disabilities request modest changes in your house rules, such as bringing an assistance animal that is necessary because of the disability, or using an available parking space near the unit. When a guest requests such an accommodation, the host and the guest should engage in a dialogue to explore mutually agreeable ways to ensure the unit meets the guest's needs.
- Airbnb hosts **may**:
  - Provide factually accurate information about the unit's accessibility features (or lack of them), allowing for guests with disabilities to assess for themselves whether the unit is appropriate to their individual needs.

## **Personal Preferences**

- Airbnb hosts **may**
  - Except as noted above, Airbnb hosts may decline to rent based on factors that are not prohibited by law. For example, except where prohibited by law, Airbnb hosts may decline to rent guests with pets, or to guests who smoke.



- Require guests to respect restrictions on foods consumed in the listing (e.g., a host who maintains a Kosher or vegetarian kitchen may require guests to respect those restrictions). These restrictions should be stated clearly in your house rules.
- Nothing in this policy prevents a host from turning down a guest on the basis of a characteristic that is not protected under the civil rights laws or closely associated with a protected class. For example, an Airbnb host may turn down a guest who wants to smoke in a unit, or place limits on the number of guests in a unit.

**When guests are turned down.** Hosts should keep in mind that no one likes to be turned down. While a host may have, and articulate, lawful and legitimate reasons for turning down a potential guest, it may cause that member of our community to feel unwelcome or excluded. Hosts should make every effort to be welcoming to guests of all backgrounds. Hosts who demonstrate a pattern of rejecting guests from a protected class (even while articulating legitimate reasons) undermine the strength of our community by making potential guests feel unwelcome, and Airbnb may suspend hosts who have demonstrated such a pattern from the Airbnb platform.

## Specific Guidance for Hosts Outside the United States and European Union

Outside of the United States and the European Union, some countries or communities may allow or even require people to make accommodation distinctions based on, for example, marital status, national origin, gender or sexual orientation, in violation of our general nondiscrimination philosophy. In these cases, we do not require hosts to violate local laws, nor to accept guests that could expose the hosts to a real and demonstrable risk of arrest, or physical harm to their persons or property. Hosts who live in such areas should set out any such restriction on their ability to host particular guests in their listing, so that prospective guests are aware of the issue and Airbnb can confirm the necessity for such an action. In communicating any such restrictions, we expect hosts to use clear, factual, non-derogatory terms. Slurs and insults have no place on our platform or in our community.

## What happens when a host does not comply with our policies in this area?

If a particular listing contains language contrary to this nondiscrimination policy, the host will be asked to remove the language and affirm his or her understanding and intent to comply with this policy and its underlying principles. Airbnb may also, in its discretion, take steps up to and including suspending the host from the Airbnb platform.

If the host improperly rejects guests on the basis of protected class, or uses language demonstrating that his or her actions were motivated by factors prohibited by this policy, Airbnb will take steps to enforce this policy, up to and including suspending the host from the platform.

As the Airbnb community grows, we will continue to ensure that Airbnb's policies and practices align with our most important goal: To ensure that guests and hosts feel welcome and respected in all of their interactions using the Airbnb platform. The public, our community, and we ourselves, expect no less than this.



# EXHIBIT B

# What is an assistance animal?

At Airbnb, an assistance animal encompasses any of the following terms:

**Service Animal:** Dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or mental disability. These animals are sometimes referred to as “seeing eye” dogs, helper animals, service animals, or support animals. Examples of tasks a service animal may perform include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds
- Providing non-violent protection or rescue work
- Pulling a wheelchair
- Assisting an individual during a seizure
- Alerting individuals to the presence of allergens
- Retrieving items such as medicine or the telephone
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities
- Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors

**Emotional Support Animal:** Airbnb defines assistance animals to include Emotional Support Animals. These are animals that are used as part of medical treatment and/or therapy to assist with an individual’s daily functional tasks, but are not limited to a specific type of animal and are not required to be trained to assist an individual in a particular task. These animals are sometimes referred to as comfort animals or therapy animals.

## Are hosts required to accept assistance animals?

Generally, yes, unless there is a threat to health or safety (see below). At Airbnb, we acknowledge that assistance animals are not the same as pets and serve a crucial function for their owner. As stated in our [Nondiscrimination Policy](#), hosts are expected to reasonably accommodate reservations where an assistance animal may be present, even if their listing/house rules state “no pets”.

## When can a host ask a guest to remove a service animal?

A host may ask a guest to remove a service animal if:

1. The animal is out of control and the animal’s handler does not take effective action to control it
2. The animal is not housebroken



In either scenario, the host must still give the guest the opportunity to use the premises without the animal if the guest so chooses.

## **Do guests have to disclose the presence of an assistance animal before booking?**

No. While guests are not required to disclose the presence of an assistance animal before booking, we always encourage transparent communication to ensure a smooth experience for all.

## **Is it okay to charge an additional fee, or increase the cleaning fee, to accommodate the assistance animal?**

No, under Airbnb's [Nondiscrimination Policy](#), hosts cannot charge extra fees to guests with an assistance animal.

## **Is it okay to request documentation for an assistance animal?**

Airbnb does not require documentation when traveling with an assistance animal. In the United States, guests are not required to provide documentation for a service animal and there is no legally recognized certification process for service animals. Where a guest indicates that he/she has a service animal, a host may ask:

1. Whether the assistance animal is required because of a disability
2. What work or task the animal has been trained to perform

If you are traveling outside of the United States, please be aware that the requirements may differ. Airbnb recognizes that some jurisdictions may require prohibitions on all animals, including assistance animals, and we do not require hosts to violate local laws or take actions that may subject them to legal liability.

## **Can a host request additional compensation if the animal damages a listing beyond normal wear and tear?**

Yes, in the same way as a host has the right to retain some or all of a guest's security deposit to compensate for damage caused by the guest. Although it is reasonable for a host to expect that an assistance animal is well trained and will not cause any damage, the [Host Guarantee](#) and [security deposit](#) are still at the host's disposal in the rare event that an accident should occur.

## **What if I have a health or safety concern related to assistance animals?**

It's important to be aware of the fact that the assistance animal, whether a service animal or emotional support animal, plays an important role in your guest's ability to travel. However, if your listing includes a shared space and an assistance animal would create a health or safety hazard to you or others (e.g.

allergies and pets who are unable to share space with other animals due to a safety concern), we will not require you to host the guests with the assistance animal. Please be clear and polite when communicating with guests about this. We also suggest you include information regarding any allergies or any safety concerns regarding your pets in a shared space in your listing description in order to better inform prospective guests.

## **I was denied a booking because I have an assistance animal. What do I do?**

Airbnb takes reports of discrimination in our community very seriously.

If you believe you have experienced discrimination on our platform, please submit a report via [this form](#). Please provide specific details and identify the person that you believe has violated our [Nondiscrimination Policy](#). You can also flag messages or other content that you believe violates our policy. More information about the flagging process is available [here](#).

We will investigate the situation and may follow up for additional documentation. We will also offer personalized, hands-on booking support to ensure you find a place to stay.

# EXHIBIT C

# How can I support guests with disabilities?

Your home may be more accessible than you think. Start by reviewing our list of accessibility features that you can add to your listing. Take some time to explore your home and identify the features that you already have, such as a well-lit path to your entrance, lack of steps, or a wide hallway. Adding these to your listing helps guests with disabilities decide if your home is a good fit for their needs. [Learn how to add accessibility features](#)

Before making a reservation, a guest may ask you to do a few things to make your home more accessible for them. Just as you might accommodate a late check-in time or help a guest arrange transportation to the airport, you are expected to accommodate reasonable requests to make your home safe and comfortable for guests with disabilities.

Most requests can be taken care of in less than 10 minutes, and can be added to your regular routine for welcoming guests.

Here are some examples of reasonable requests:

1. Placing household items in an agreed upon spot prior to a guest's arrival (ex: towels, dishes)
2. Repositioning lightweight furniture (ex: sliding a chair or table over to create a wider path, moving objects to create clearance to an outlet)

Know your own abilities and share them too. If you're unable to make certain changes, such as moving heavy furniture, communicate that to the guest. We understand that hosts can have their own physical limitations that may prevent them from safely making some changes.

Use your best judgment when deciding if a request is reasonable, but remember that you can't decline a reservation simply because the guest has a disability. This is a violation of Airbnb's [Nondiscrimination Policy](#), which supports our commitment to finding safe and accessible spaces around the world for our guests.

## Things to consider when talking about accessibility with guests

Each disability is unique, so it's important to communicate with guests about their needs. First, take accurate measurements to help guests determine whether or not your home will work for them. Understand that the truth doesn't hurt – it helps!

If someone contacts you with disability-related questions:

- Accurately describe obstacles to help manage a guest's expectations.

- Let your guest know if you need more information--guests know what they're able to manage and are often willing to share more details about their needs.
- Commit to making reasonable changes, such as placing items lower.
- Communicate when and why you're unable to make changes. For example, a bed that's too heavy to move.
- Before accepting the reservation, confirm that your guest has the information they need to determine if they can safely navigate your listing.

## How to learn more about a guest's needs

Keep in mind that this is a collaboration, and you may be able to make your home accessible for your guest if you're both willing to get a little creative.

Here are some examples of what these conversations may look like:

Sometimes you know it will work after asking some questions.

**Guest:** The bathroom doorway isn't marked as being 32 inches wide. Do you have another bathroom?

**Host:** No, but would you like me to measure the doorway to see if it will still work for you?

**Guest:** Yes, I would! My chair is 28 inches wide so I need enough space to fit through and roll in far enough to close the door behind me.

**Host:** I measured the doorway and it's 30 inches, so you'll have an inch of clearance on each side. I don't think you'll be able to close the door behind you, but since it's in the bedroom you can close that door for privacy. Will that be OK?

**Guest:** Yes, that will work. Thanks!

Sometimes you can collaborate to see how you can make it work.

**Guest:** Where do you keep your dishes?

**Host:** In the top cabinet next to the refrigerator. Should I leave them somewhere else?

**Guest:** Thanks, can you please put a set for two on the kitchen table?

Sometimes you realize it just won't work.

**Guest:** I saw that there's a bookshelf in your hallway. Would you be able to move it so I can get through?

**Host:** The bookshelves are built into the wall, so I can't move them. Should I measure the distance between them and the opposite wall to see if you will be able to get by them?

**Guest:** Thanks for the offer, but I can tell from the picture that I won't be able to get through the hallway if they're there. I'll find a different place to stay.