

HOST AGREEMENT

Campsvilla Outdoors Pvt Ltd.
Krishna Cottage, Near Water Tank
Seri Road, PO Galanag, Solan HP
PIN-173212

CIN:- U92490HP2021PTC008581

PAN:- AAJCC4988K

TAN:- PTLC14174G

GST:-02AAJCC4988K1Z9

Terms and Conditions

Last updated: Jul 21st, 2023

Please read carefully.

The terms and conditions (“Terms”) stated below, as may be amended from time to time, apply to your use of all products and services (“Services”) offered by the Campsvilla (as defined below), and your use of campsvilla.com or any other websites, domains, subdomains, platforms, mobile apps and software made available to the public and operated by a member of the Campsvilla group (collectively referred to herein as, the “Site” or the “Platform”). The term “User” refers to the user visiting the Site and does not distinguish between the roles of a Host or Guest within the Site. The term “Host” refers to a User that lists or advertises an accommodation for rent on the Site. The term “Guest” refers to a User that submits a Booking Request via the Site and agrees to pay the (i) the price set by the Host for occupancy of the accommodation per night as reflected on the checkout page multiplied by the number of nights in the Booking Request (including any applicable fees and taxes) (collectively, the “Total Booking Amount”) in exchange for the right to occupy a Host’s accommodations for the specified period of time reflected in the Booking Request.

You acknowledge that by using or accessing the Site, or by using the Services, you have read, understood, and agreed to these Terms. If you do not agree to these Terms, you may not access, view, or use the Site, or the Services.

By accepting these Terms, you are entering into a legally binding contract (“Agreement”) with Campsvilla Group: within India-

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Email ID:- hello@campsvilla.com

PLEASE BE AWARE THERE ARE CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS. If you do not agree to these Terms, you may not access, view, or use the Site, or the Services.

Table of contents:

1. Scope of Service
2. Eligibility, User Verification, and Platform Use
3. Modifications of the Site or these Terms
4. Registration
5. Fees
6. Guest Bookings
7. Host Bookings
8. Guest Booking Payments
9. Host Booking Payments
10. Taxes
11. Booking Modifications, Cancellations and Refunds
12. Disputes between Guests and Hosts
13. Verified Guests and Hosts
14. Content
15. Ownership, Property rights and Copyright Policy
16. Reviews and Ratings
17. Links
18. Compliance with Laws and National Regulation
19. Non-Party
20. Electronic Communications

21. Term, Termination, and Campsvilla Account Cancellation
22. Disclaimers
23. Limitation of Liability
24. Entire Agreement
25. Assignment
26. Indemnity
27. Choice of Law and Settlement of Disputes
28. Force Majeure
29. Severability
30. Non-Waiver
31. Class Action Waiver
32. Responsibility for Travel Protection Insurance

Scope of service

THIS SITE IS JUST A MEETING PLACE.

www.campsvilla.com is an online marketplace where Hosts can advertise their accommodations and through which Guests can inquire and reserve said accommodations. For the Hosts to offer the occupancy of their vacant properties for a short period, and for the Guests to be able to proceed with their Booking, it is necessary for both parties to be registered on the Platform.

When Booking through www.campsvilla.com, Guests enter into a direct and legally binding relationship with the related Host, which Campsvilla is not party to. Campsvilla acts solely as a marketplace where Hosts can advertise their accommodations to be booked by Guests. Hosts alone are responsible for their accommodations and Host services.

All the information regarding the accommodations listed on the Site is based on the information provided to us by the Hosts. Campsvilla does not endorse any Hosts listed. The Host is always responsible for the information disclosed on the listings. While Campsvilla creates content on behalf of Hosts, all Hosts that market and promote their accommodations on Campsvilla are given access to create, modify and delete listings via the separate host dashboard through which Hosts are responsible for updating all rates, fees, availability, and general content. Campsvilla cannot guarantee that the information is accurate, is not responsible for any errors or omissions, and is not represented by any Hosts' opinions, practices, or policies. Each Host is solely responsible at all times for the quality, condition, safety and legality of the accommodations advertised, accuracy and correctness of the listing information, including, but not limited to, the rates and availability displayed on our Site.

Eligibility, User Verification and Platform Use

User verification on the internet is difficult, and Campsvilla does not assume any responsibility for the confirmation of any member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of members, (ii) screen members against third-party databases or other sources and request reports from third party service providers, and (iii) where we have sufficient information to identify a member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available). Campsvilla reserves the right to notify Users when it learns of actual or suspected fraud or illegal activity in connection with the Platform or the Services, however Campsvilla does not assume any responsibility or liability for the fraud or illegal activity of a User and hereby disclaims any express or implied warranties or obligations with respect to making accurate or timely warnings when it knows or has reason to believe that a User is using the Platform or the Services in a fraudulent or illegal manner.

The access to or use of certain areas and features of the Site may be subject to separate policies, standards, or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these terms and conditions applicable to a specific area or feature of the Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

Campsvilla does not guarantee that the Site will always be available, work, or be accessible at any particular time while it is being modified.

We cannot guarantee that the Site will work as advertised or that it will give you any desired results.

Modifications of the Site or these Terms

Campsvilla has the right, at its sole discretion, to modify the Site, or to modify these Terms at any time and without prior notice. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Platform will constitute acceptance of the revised Terms.

Registration

You can register on Campsvilla using an Email address or Mobile number or creating a password, or through your account with certain third-party social networking services, such as Facebook or Google.

--Hosts' Registration

As a Host, you may wish to create a listing for accommodation on our Site ("Listing(s)"). Once you create your listing, you must agree to these Terms to get your listing approved. We will share a digital version of the Terms you have agreed upon once you send your listing for approval.

When registering, you agree to register on behalf of yourself or your company only and agree to provide us with truthful and accurate information regarding your Host Account.

Upon receiving your sign-up and accommodation details, we will create your Host Account and give you access to your Campsvilla dashboard based on the information you provide us with. Your information will be collected and used in accordance with our Data Protection Policy.

You can create and manage all your Listings from your Campsvilla dashboard, where you can change and modify your Listings, including, but not limited to, rates, availability, property, and accommodation(s) information.

In order to create a Listing, Hosts will be required to provide certain information about the accommodations to be listed, including, but not limited to, location and surroundings, number of units and maximum capacity of each, rates, availability, amenities and facilities, taxes and Campsvilla Service fees, cancellation policies and photos. Once the Listing is published, Hosts should continue and are encouraged to make changes when necessary to the content. Campsvilla will review any changes made to Listings by the Host and may modify these changes in accordance with our voice and brand before such information is published.

You agree that all the information provided to us is accurate and up-to-date, including, but not limited to, photos, rates, availability, amenities and facilities and that your accommodation conforms to all applicable laws, taxes, and any other regulations. You release Campsvilla from any liability and agree that you are solely responsible for any matter or issue regarding any applicable laws, taxes, or any other regulation regarding your use of this Site and your accommodations (Listings).

Please be aware that Campsvilla reserves the right to refuse to list any accommodation or Listings, at any time, for any reason, and without any liability to

you. We also reserve the right to terminate any confirmed Booking and/or Listing if Campsvilla obtains any information that may compromise the safety of the Guest.

Fees

Campsvilla may charge fees to Hosts and/or Guests in consideration for the use of the Campsvilla Platform and the Services provided. Currently, we will charge flat commission on the host's nightly rate which is 18%.

Commission

The commission is calculated as a percentage of the sum of (i) the Nightly Rate multiplied by the number of nights selected in the Booking Reservation, and (ii) the tax applied to the total nightly rate. The commission percentage is flat out 18% of the nightly rate.

In the event that the Booking is cancelled by a Guest after confirmation by a Host, the commission is non-refundable. Campsvilla is not required to refund the non-refundable commission under any circumstances, with the exception of the following events and at our sole discretion. Campsvilla will evaluate the information provided and will decide whether or not the commission is refundable under these circumstances:

- Weather/Natural disasters, such as:
 - Earthquakes, which must have caused damage to the accommodation booked or to the major highways used to get to the accommodation.
 - Flood/Severe Rain, which must have happened where the accommodation is located, not in the area where the Guest is coming from.
 - Wildfires, which must have caused damage or have the potential of causing harm or danger to the Guest to stay at the accommodation, or if major roads leading up to the accommodation have been damaged, deemed unsafe, or are blocked.
 - Hurricanes, which must have happened where the accommodation is located or near it, not where the Guest is coming from. If the Guest would like to cancel due to a hurricane in their area and is thus not able to travel to the accommodation and the Host is willing to refund the Guest, they are able to do so outside of the Platform.
 - If there has been any damage to the accommodation due to weather that would cause the Guest to not be able to use an amenity advertised (e.g.: the water has been turned off, heat not working, leak in the roof, etc.).
 - When the Host has confirmed that a natural disaster is happening in their area and would cause significant harm or danger to the Guest.

In all the above cases, the following requirements shall be fulfilled:

- Weather will be checked.
 - The issue has to be confirmed to have happened within 50 miles of the affected area.
 - If a natural disaster has occurred, it has to have been within 1 month on either side of the check-in date.
 - Hosts must have notified us and Guests also must have notified us prior to check-in.
- Other Extenuating Circumstances:
 - Death of an immediate family member (parents, siblings, grandparents, partners, or children) of any guest that forms part of the total travel party of the confirmed Booking. You must provide a death certificate within 2 weeks of death.
 - Hospitalized Illness/Accident, of any guest that forms part of the total travel party of the confirmed Booking, for which you must provide an authentic and original signed and stamped letter from a medical doctor that satisfies the requirements of Campsvilla.

Host Service Fee

There is no cost to Hosts for listing accommodations on the Site. However, Campsvilla will collect the total paid amount from the guest and will begin disbursing the Booking Payout to the Host 24 hours after the check-in of the Guest (except in the case of cancellation where a refund is due to the Guest, at which point the funds (according to the selected cancellation policy), will be released to the Host at the time of the cancellation.

GST charges. Depending on the laws of the jurisdictions involved, GST may be charged on top of the Campsvilla Service Fee. Please note, that Campsvilla does not cover any third-party fees when transferring payment to Hosts, including, but not limited to, Credit card payments, TransferWise, bank transfers, and currency conversion fees and the cost of any such fees assessed to Campsvilla will be deducted from the Booking amounts due.

Changes in Fees

Campsvilla reserves the right to change and alter the Campsvilla Service Fee at any time prior to any Booking confirmation. If any changes to the Campsvilla Service Fee or commission structure occur, Campsvilla shall notify the affected party. If a Guest or Host fails to accept such a change, their sole remedy is to terminate these Terms and to cease using our services. A Host or Guests continued use of our service after such notification shall constitute acceptance by Host or Guest of the Fee changes.

Host Bookings

As a Host, once your accommodation's Listing has been successfully published, Guests will be able to book your accommodation via the Site based upon the information provided in your Listing.

Campsville offers Hosts two different Booking methods in order to display Host's accommodations in the Site to be booked: Booking Request and Instant Booking. It is up to the Host to decide which type of bookings they would like to receive. However, in order to offer Instant Booking, the Host's accommodations will need to meet certain criteria, including but not limited to up-to-date rates and listing content at all times. Most importantly, Hosts must instantly update calendar availability on the Campsville Site, either manually or via an automated sync, any time they arrange for a Booking outside of the Campsville.

Booking Request

As a Host, when receiving a Booking Request, you must confirm or decline, or communicate with the Guest via our Platform, within 24 hours of the Booking Request. After the submission of a Booking Request, the Guest will be allowed to book the listing within 30 minutes.

Instant Booking

When a Guest uses Instant Booking for an accommodation, the Booking will be confirmed immediately, and the Guest will automatically be charged in full and receive a confirmation Email/WhatsApp. The Host will also automatically receive an email/WhatsApp for the Instant Booking, which will include the contact information of the Guest.

Booking Offers

However, by accepting these Terms, all of our Hosts agree not to discriminate against any Guests based on sexual orientation, gender, race, religion, ethnicity, or nationality.

A Guest's personal information, such as name, phone number, email address, and accommodation address, will be withheld until a Booking has been confirmed.

All communication is to remain within the Platform until Booking confirmation.

Inversely, as a Host, the contact information will not be revealed to the Guests until the Booking has been confirmed.

As a Host, you understand and agree that once you confirm a Booking Request, you enter into a direct, binding agreement with the Guest, agreeing to honor the price and dates of the bookings you confirm. You understand and agree that Campsville is not a party to such Agreement. Campsville merely serves as a platform to list and show accommodations, manage Bookings, accept and process payments from the Guests on behalf of Hosts, and ultimately disburse or direct disbursement of such

payments to the Host after deducting any applicable Campsvilla Service Fees. Campsvilla reserves the right to penalize hosts for any confirmed bookings that they cannot honor, including but not limited to listing penalties or account termination.

Host Booking Payments

For Hosts that have contracted with Campsvilla Solan HP., payments for confirmed Bookings made through the Site will either (i) be remitted directly from the Campsvilla designated payment service provider, or (ii) will be remitted to Campsvilla as agent for the Host, in which case the Guest's obligation to pay the Host is completely satisfied and the Host is bound to provide the accommodation on the confirmed dates at the time that payment is received by Campsvilla.

Such Hosts hereby appoint Campsvilla as the agent for the limited purpose of accepting payments from Guests and hereby acknowledge and agree that upon Campsvilla's receipt of the Total Booking Amount, the Guests' obligation to make payment to the Host is fulfilled and the Host will make the accommodation available for occupancy by the Guest without any further payment, regardless of whether Host receives payment from Campsvilla for such Booking. If the funds held by Campsvilla are not sufficient to cover amounts owed to Campsvilla by the Host, Campsvilla is hereby authorized to debit Host's bank account on file for the applicable amounts due, and/or set-off the applicable amounts due against settlement amounts from future Bookings. Upon Campsvilla's request, you agree to provide Campsvilla with all necessary bank account routing and related information and grant Campsvilla permission to debit amounts due from your bank account.

Payments to a Host by Campsvilla are subject to delays, due to bank holidays and specific banks' efficiency levels. Please note, that Campsvilla does not cover any third-party fees when transferring payment to Hosts, including, but not limited to, PayPal, TransferWise, bank transfers, and currency conversion fees and the cost of any such fees assessed to Campsvilla will be deducted from the Booking amounts due.

Campsvilla, in its sole discretion, may place a hold on a portion of amounts due to a Host in the event that we believe that there is a high level of risk associated with your business. If we place a hold on amounts due to a Host, we will provide the Host with notice specifying the terms of the hold. The terms may require that a certain percentage of your amounts due for Bookings are held for a certain period of time, that a fixed amount of your settlement proceeds are withheld from the Booking Payout to you, or that such other restrictions apply, which Campsvilla determines in its sole discretion. Campsvilla may change the terms of the hold at any time by providing you with notice of the new terms. Campsvilla may reserve a hold as long as it deems necessary, in its sole discretion, to mitigate any risks related to a Host's

Bookings. You agree that you will remain liable for all obligations related to your Bookings even after the release of any reserve. In addition, we may require you to keep your bank account available for any open settlements, chargebacks and other adjustments.

Taxes

As a Host, you are solely responsible for determining your obligations to report, collect, remit, or include in your Listing through your Dashboard any applicable GST or other indirect sales taxes, occupancy tax, tourist or other visitor taxes, or income taxes ("Taxes"). Campsvilla does not remit taxes on behalf of Hosts under any circumstances. By accepting bookings through the platform, you are acknowledging that you know what the tax laws and requirements for your property are and agree to properly document and pay these taxes per local, state, and federal laws.

You understand that any appropriate governmental agency, department, and/or authority ("Tax Authority") where your accommodation is located may require taxes to be collected from Guests or Hosts and to be remitted to the respective Tax Authority. The laws in different jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Total Booking Amount set by Hosts, a set amount per day.

Hosts are responsible for updating their tax information on their Campsvilla dashboard and for including the appropriate percentage to be added to the Total Booking Amount displayed to the Guest.

Tax regulations may require us to collect appropriate Tax information from Hosts. If a Host fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from Booking Payouts to you, we reserve the right to freeze all Booking Payouts, withhold such amounts as required by law, or to do both, until resolution.

Hosts located in areas where the Occupancy Tax is in place, are responsible for assessing all other tax obligations, including state and city jurisdictions. Hosts with listings in these areas should familiarize themselves with the Occupancy Tax provisions. We facilitate a section on the Host dashboard for you to include these taxes; however, you as a Host are solely responsible for collecting and paying them to your corresponding tax authorities.

Booking Modifications, Cancellations and Refunds

Booking Modifications

Guests and Hosts are responsible for any booking modifications that are processed through the platform. This should be done via the platform or via direct contact with

support to make on their behalf. Guests agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

All payments will be final at the time of the accepted modification and Guests acknowledge that the new, total booking price will be charged to their card in full and the original transaction fully refunded. In the event that the card cannot be charged, the original booking will remain and a modification not processed until the new price can be charged in full. Guests acknowledge that refunds for the original booking transaction can take between 5-7 business days to reflect back into their bank account.

Other things to keep in mind when modifying bookings:

- Guests cannot make modifications after check in.
- The cancellation policy will remain the same in any booking modification and will always refer to the original check in date. In the event that the new check in date is sooner than the original check in date, the cancellation policy will default to the earliest check in date.
- If your original booking qualified for a nightly discount, changing the reservation dates may affect your eligibility for that discount.
- If you want to update the details of your modification request, please withdraw the original request, and submit a new one. If your modification request was done incorrectly, please submit a new modification request to modify the reservation again.
- A modification request will be accepted or declined by a host within 24 hours of submission. If the host does not respond, the request to modify the booking will expire and your original booking will remain in place.

Cancellations

All Hosts are required to select a cancellation policy for their accommodations that will be visible and applicable to any payment made by the Guest. As a Guest, you are encouraged to fully read and understand the different cancellation policies , we offer, of which the Host must select one, before Booking any accommodations through our Site. As a Guest, if you wish to cancel any Bookings or wish to have a refund issued, please contact us at hello@campsvilla.com.

If an accommodation proves to not be available due to a failure by the Host (e.g., a double Booking), the Host must provide the Guest a full refund regardless of their cancellation policy.

If a Guest does not accurately represent their party in their confirmed booking (i.e., age, extra Guests, pets, children, etc.), and the Host will not allow the extra Guests or pets and/or requests the Guest to leave the accommodation, the Guest loses their right to any refund at that time.

Please note that the Guest Service Fees are non-refundable fees once the Booking is confirmed by the Host.

Disputes between Guests and Hosts

In the event of any dispute between a Guest and a Host, Campsvilla may, at its discretion, assist in resolving such dispute. However, both Guests and Hosts agree that Campsvilla is not responsible for and has no liability regarding any Guest/Host disputes or said disputes' resolution.

If a Host claims and provides evidence that you as a Guest have damaged an accommodation or any personal or other property at an accommodation ("Damage Claim"), the Host can independently seek payment from the Guest. If a Host escalates a Damage Claim to Campsvilla, Campsvilla at its discretion will involve the Guest. If the Guest agrees to pay the Host, or Campsvilla determines in its sole discretion that the Guest is responsible for the Damage Claim, we will collect any such sums from you (Guest) and/or against the Campsvilla protection policy required to cover the Damage Claim pursuant to the Payments Terms. Campsvilla also reserves the right to otherwise collect payment from the Guest and pursue any remedies available to Campsvilla in this regard in situations in which the Guest is responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts under the Host guarantee.

Users agree to cooperate with and assist Campsvilla in good faith, and to provide Campsvilla with such information and take such actions as may be reasonably requested by Campsvilla, in connection with any Damage Claims or other complaints or claims made by members relating to accommodations or any personal or other property located at an accommodation (including, without limitation, payment requests or experiences).

If a Guest should file a dispute with their credit card company, they give Campsvilla the right to produce all information obtained from the Guest in order to fight the dispute; including but not limited to: emails, messaging within the Platform, transcripts of phone conversations, photos provided by the Host, etc. If a Guest chooses to file a dispute with their credit card company, Campsvilla will not guarantee to issue any type of refund until the dispute is dropped or a mandated refund is required by the bank.

Content

Campsvilla may, at its sole discretion, enable Hosts/Guests/third parties to (i) create, upload, post, and submit, or transmit, publish, and store photos, diagrams, text, videos, sounds, photos, or information (Content) on or through the Platform and (ii) access and view Hosts/Guests/third parties Content and any Content that Campsvilla itself makes available on or through the Platform, including proprietary Campsvilla and any Content licensed or authorized for use by or through campsvilla from a third party.

You will not use, copy, adapt, modify, prepare derivative works, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Campsvilla Platform or Content, except to the extent you are the legal owner of certain Content or as expressly permitted in these Terms.

Hosts' Content Creation

We may, at our sole discretion, permit Hosts to create, post, upload, publish, submit, or transmit Content. By making available any Content on or through the Site, you hereby grant to Campsvilla a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, publicly display, publicly perform, transmit, stream, broadcast, and access such Content on, through, or by means of the Site. Campsvilla does not claim any ownership rights to any such Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Content.

You acknowledge and agree that you are solely responsible for all Content uploaded, created, transferred, and sent through the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Content that you make available through the Site or you have all rights, licenses, consents, and releases that are necessary to grant to Campsvilla the rights in such Content, as contemplated under these Terms; and (ii) neither the Content nor your posting, uploading, publication, submission, or transmittal of the Content or Campsvilla's use of the Content (or any portion thereof) on, through or by means of the Site will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, rights of publicity, or data protection, or result in the violation of any applicable law or regulation.

Listing Boosting

Host's Listings will be boosted in a search ranking based on an algorithm that takes into account several different factors including, but not limited to, response rate, consistent confirmation of Bookings, quality of photographs, quality of reviews, quantity of Bookings received, calendar availability, rates accuracy, etc.

Appearance in Search Results

Campsvilla cannot guarantee that your listing will appear in any specific order or in any specific collection in the search results on the Site. Search results and listing order will fluctuate based on a variety of factors. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular traveler. Campsvilla reserves the right to apply different search algorithms or to use methods to optimize search results for the overall marketplace.

Professional Photos

Campsvilla may offer Hosts the option to have professional photos taken of their accommodation. The media professional, who will be contracted by Campsvilla, will send the edited photos to Campsvilla which are to be included in the Hosts' Listing(s). Campsvilla will then distribute the photos to the Host accordingly. The Host is responsible for ensuring that these photos accurately represent their accommodation(s) on Campsvilla; any specific requests or deliverables must be agreed upon with Campsvilla the media professional prior to the event and according to the signed contract of the media stay.

You (Host) acknowledge and agree that Campsvilla shall have the right to use any of these photos for advertising, marketing, and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you.

Campsvilla can take help of professional photography services for shooting host's property and has every right to promote that content or content provided by host on various social media platforms like Instagram, Facebook, Twitter, Linked in , Google ads , You tube, What's app etc.

Where Campsvilla is not the exclusive owner of these photos, by using them on or through the Campsvilla Platform, you grant the Site an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable, and transferable license to use such photos for advertising, marketing, and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Campsvilla, in turn, grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use these photos outside of the Platform solely for your personal and non-commercial use.

Ownership, Property Rights and Copyright Policy

The Campsvilla Platform and Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the India. You acknowledge and agree that the Campsvilla Platform and Content, including all associated intellectual property rights, are the exclusive property of Campsvilla and/or its licensors or authorizing third parties. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Campsvilla Platform and Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Campsvilla are trademarks or registered trademarks of Campsvilla in India. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with the Campsvilla Platform are used for identification purposes only and may be the property of their respective owners.

All trademarks, service marks, logos, trade names, and any other proprietary designations of Campsvilla used herein are trademarks or registered trademarks of Campsvilla. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Campsvilla is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to said websites or resources do not imply any endorsement by Campsvilla of these websites or resources or the content, products, or services available from these websites or resources. You acknowledge sole responsibility for and assume all risk that may arise from your use of any such websites or resources or the Content, products, or services on or available from these websites or resources.

Compliance With Laws and National Regulations

Campsvilla is not responsible for the violation of any laws while using our Site. Guests and Hosts must comply with all national, state, local, or Indian laws, ordinances, regulations and requirements related to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance, anti-discrimination, fair housing laws, etc., including card network operating rules regarding their use of our Site, the Booking, and any Service provided. Our Site and any services offered are void where prohibited. Though Campsvilla is not a party to any stay and assumes no liability for legal or regulatory compliance pertaining to rentals of accommodations listed on the Site, Campsvilla may provide information relating to listings and Bookings to governmental bodies and other third parties as it deems necessary to comply with applicable law in its sole discretion.

Non-Party

All Guests and Hosts agree that Campsvilla is not a party to any contracts created by and between a Guest and a Host, including, but not limited to, short-term rental agreements. Campsvilla is merely a website, platform, set of tools, and/or simply a service that helps connect Guests and Hosts. This is true even if Campsvilla allows you to book an accommodation or provides other ancillary products or services, as the Site may facilitate Booking an accommodation or other tools, services or products, but we are not party to any accommodation or other agreement between Users. As a result, any part of an actual or potential transaction between a Guest and

a Host, including the quality, condition, safety or legality of the accommodations advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any User or accommodation), the ability of Hosts to rent an accommodation or the ability of a Guest to contract for properties are solely the responsibility of each User. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions before making a Booking or purchasing a product or service and Campsvilla or one of its affiliates may place additional restrictions on your Booking, product or service (such as, but not limited to, rental agreements, security deposits, penalizations for not following house rules, etc). YOU AGREE THAT WE ARE NOT LIABLE FOR AND CANNOT ACCEPT ANY LIABILITY IN CONJUNCTION WITH ANY CONTRACT CREATED BETWEEN YOU AND A THIRD PARTY. WE DO NOT TRANSFER LEGAL OWNERSHIP, TITLE, OR RIGHT TO ANY PROPERTIES OR LISTINGS THROUGH OUR SITE OR SERVICE.

Electronic Communications

Unless specified otherwise by Campsvilla, the communications between a User and Campsvilla are by electronic means, whether you visit the Site, Platform, Software, or Service or send Campsvilla e-mails, or whether Campsvilla posts notices on the Software, Site, or Service or communicates with you via email. Campsvilla may deem necessary or convenient the use of a phone call for dealing with some issues, and it is hereby authorized to use it as a form of communication. For contractual purposes, and for the normal execution of the services subject of this agreement, you (1) consent to receive communications from Campsvilla in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other information that Campsvilla provides to you electronically satisfy any legal requirement that such communications be in writing. The foregoing does not affect your statutory rights.

Prior to his or her stay, the Guest agrees to receive an email every time the status of the Booking Request undergoes a change of any kind, including, but not limited to, a message from the Host, an offer received, a confirmed Booking, a declined Booking, etc.

After a Host has confirmed a Booking Request on Campsvilla, Guests agree to receive one or several emails (i) with the confirmed booking with the Host contact details and address of the property, the dates of the stay, and any additional information that the Host provides regarding check-in, (ii) 48 hours before check-in date reminding Guests of the upcoming stay, (iii) any emails from Hosts or Campsvilla staff regarding the confirmed booking, (iiii) after the stay asking the Guest to rate their stay, leave a review, and/or shared photos from the stay, and (iiiii) promotional emails providing the Guest with certain information and/or offers.

Users are able to opt in or out of any other promotional emails or newsletters by clicking unsubscribe. Additionally, Guests can also email Campsvilla at hello@campsvilla.com for any questions or concerns regarding email communication with Campsvilla.

In given circumstances, Host and Guests may receive an email from our Payment Service Provider including receipts.

Campsvilla is not liable for any emails not received by the Host or Guest due to mail delivery issues with the Host or Guest email account. All cancellation policies and terms will still apply for bookings confirmed even in the event that an email is not received by the Host or Guest due to bounces or mail delivery issues.

Terms, Termination and Campsvilla Account Cancellation

This Agreement shall be effective for a 365-day term, at the end of which it will automatically and continuously renew for subsequent 365-day terms until such time when you or Campsvilla terminate the Agreement in accordance with this provision. Please be aware that Campsvilla is not required to allow a User to register or create a Campsvilla Account through our Service, and we may, at our discretion, refuse to provide you with a Campsvilla Account for any reason.

We may, without liability to the User, (a) terminate these Terms or User's access to our Site, and/or (b) deactivate or cancel the User's Campsvilla Account, with or without prior notice and at any time, if the User has materially breached his or her obligations under these Terms and/or if the User has violated applicable laws, regulations, or third-party rights.

Upon termination, we will promptly pay you any amounts we reasonably determine we owe you at our discretion or which we are legally obligated to pay you. In the event Campsvilla terminates these Terms or your access to our Site or deactivates or cancels your Campsvilla Account, you will remain liable for all amounts due hereunder.

You may cancel your Campsvilla Account at any time. Please note that if your Campsvilla Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, including, but not limited to, any reviews or User feedback.

Notwithstanding what is stated above, this does not apply to your personal data. You may terminate the Terms or cancel your Campsvilla Account by notifying hello@campsvilla.com so that we can remove your content from the Site.

If you cancel your Campsvilla Account as a Host, any confirmed Booking(s) that you are not willing to honor will be automatically cancelled, and your Guests will receive a full refund. If you cancel your Campsvilla Account as a Guest, any confirmed Booking(s) will be automatically cancelled and any refund will depend upon the terms of the cancellation policy.

Disclaimers

The Site, any Site content, or any User Content found within the Site are provided as is, without warranty of any kind, either express or implied. Without limiting the foregoing, Campsvilla explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and any warranties arising out of course of dealing or usage of trade. Campsvilla makes no warranty that the Site, Content, and Site content, including, but not limited to, the Listings or any accommodations, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Campsvilla makes no warranty regarding the quality of any Listings, accommodations, content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Site. You are solely responsible for all of your communications and interactions with Hosts and/or Guests of the Site and with other persons with whom you communicate or interact as a result of your use of the Site, including but not limited to any Hosts or Guests. You understand that Campsvilla does not make any attempt to verify the statements of any Users of the Site or to review or visit any accommodations. Notwithstanding Campsvilla appointment as the Limited Payments Service Provider of the Hosts for the purpose of accepting payments from Guests on behalf of the Hosts, Campsvilla explicitly disclaims all liability for any act or omission of any Guest, Host or other third party.

If we choose to conduct identity verification or background checks on any User, to the extent permitted by applicable law, we disclaim warranties of any kind, either expressed or implied, that such checks will identify prior misconduct by a User or guarantee that a User will not engage in misconduct in the future.

You agree that Host services may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Host services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host services. You assume full responsibility for the choices you make before, during and after your participation.

If you are bringing a minor as an additional Guest, you are solely responsible for the supervision of that minor throughout the duration of your Host service and to the maximum extent permitted by law, you agree to release and hold harmless Campsvilla from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Host service or in any way related to your Host service.

The foregoing disclaimers apply to the maximum extent permitted by law.

Limitation of Liability

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 Site, your Listing or Booking of

any accommodations via the Site, and any contact you have with other Users of campsvilla.com whether in person or online remains with you. Campsvilla does not provide any liability insurance or warranty and is not liable for any damage, injury, or harm that occurs to Hosts or their accommodation by a Guest or likewise to a Guest during their stay. Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above, our liability is then limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

Entire Agreement

These Terms, constitute the entire and exclusive understanding and agreement between Campsvilla and you regarding the Site and any Bookings or Listings of accommodations made via the Site. These Terms supersede and replace any and all prior oral or written understandings or agreements between Campsvilla and you regarding Bookings, Listings of accommodations, or the Site.

Assignment

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

Indemnity

You agree to defend, indemnify, and hold harmless Campsvilla, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Campsvilla Site;
- Your violation of any part of these Terms;
Your violation of any third-party right, including without limitation any copyright, property, or data protection right;

- Any claim that any of your Content or actions through Campsvilla caused damage to a third party.

This defence and indemnification obligation will survive this Agreement and your use of the Campsvilla.com. You also agree that you have a duty to defend us against such claims, and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

Choice of Law and Settlement of Disputes

All settlements to be done under jurisdiction of SOLAN, HP, INDIA.

Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

Severability

In the event that a provision of the Terms is found to be unlawful, conflicting with another provision of these Terms, or otherwise unenforceable, these Terms will remain in force, as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of these Terms are deemed to conflict with each other's operation, Campsvilla shall have the sole right to elect which provision remains in force.

Non-Waiver

We reserve all rights permitted to us under these Terms, as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of these Terms or of any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

Class Action Waiver

You and Campsvilla agree that any proceedings to resolve or litigate any dispute, whether through a court of law or arbitration, shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

Responsibility for Travel Protection Insurance

Guests hereby acknowledge and agree that between Campsvilla and the Guest, it is the Guest's sole responsibility to obtain third party trip protection insurance to cover trip cancellation/interruption costs, medical costs in case of injury and accident damage costs.