

Terms and Conditions for Online Booking Platform

1. Introduction

1.1 These Terms and Conditions (“Terms”) govern your use of our online booking platform (“Platform”). By accessing or using the Platform, you agree to comply with these Terms, along with our Privacy Policy and any other agreements referenced.

1.2 You should read these Terms carefully before using the Platform. If you do not agree with these Terms, do not use the Platform.

2. Account Registration and Verification

2.1 **Eligibility:** You must be at least 18 years old or the age of majority in your jurisdiction to register and use the Platform.

2.2 **Account Setup:** You are required to provide accurate and complete information when creating an account. You are responsible for maintaining the security of your login credentials and are liable for all activities conducted under your account.

2.3 **Identity Verification:** We may request additional identification or verification information to ensure the safety and security of users. We reserve the right to suspend or terminate accounts if verification requirements are not met.

3. Platform Usage and Conduct Guidelines

3.1 **Permitted Use:** The Platform may be used to book accommodation, experiences, or other services (“Bookings”) as offered by hosts or service providers.

3.2 Prohibited Activities:

- **Fraudulent Use:** You may not create fake accounts, post false listings, or engage in fraudulent activity.
- **Unlawful Content:** You must not upload, share, or display illegal, obscene, or otherwise objectionable content.
- **Interference with Services:** Activities aimed at disrupting the functionality of the Platform, such as hacking, are prohibited.

3.3 **Community Standards:** Users must follow the Platform’s community guidelines, which promote respectful behavior and compliance with local laws.

4. Booking Process, Payments, and Cancellations

4.1 **Booking Requests:** When requesting a Booking, you may need to provide certain information and payment details. All Booking requests are subject to acceptance by the host.

4.2 **Payments:** Payments for Bookings are handled through the Platform’s payment system. By providing your payment information, you authorize us to charge the total amount specified.

4.3 **Cancellations and Refunds:** Cancellations are governed by the host’s cancellation policy, which may vary. Some Bookings may be non-refundable, while others may allow cancellations with partial or full refunds, depending on the time and terms of cancellation.

4.4 Price Changes: The Platform reserves the right to change fees or service charges at any time. Any changes will be communicated before they take effect.

5. Responsibilities of Hosts and Guests

5.1 Host Responsibilities:

- **Listing Accuracy:** Hosts must ensure that their listings accurately describe the accommodation or services offered.
- **Compliance with Laws:** Hosts must comply with all applicable laws, regulations, and local requirements.
- **Guest Safety:** Hosts are responsible for maintaining safe and habitable conditions on their property.

5.2 Guest Responsibilities:

- **Respect for Property:** Guests must respect the property, follow house rules, and avoid causing damage.
- **Compliance with Local Laws:** Guests are responsible for adhering to local laws and regulations.
- **Dispute Resolution:** Guests must attempt to resolve any issues with the host directly before escalating the matter to the Platform.

6. Platform Fees and Service Charges

6.1 Service Fees: The Platform may charge service fees for using the services, such as booking fees for guests and host fees for listing properties. The applicable fees will be displayed during the checkout process.

6.2 Taxes and Other Charges: Hosts and guests are responsible for any applicable taxes, fees, or other charges related to the Booking.

6.3 Changes to Fees: We reserve the right to modify fees at any time. Users will be notified of any changes in fees before the new rates are applied.

7. User Content and Intellectual Property

7.1 Ownership of User Content: Users retain ownership of the content they post, including listings, reviews, and photos. However, by posting content, users grant the Platform a worldwide, non-exclusive, royalty-free license to use, display, and distribute the content for marketing and operational purposes.

7.2 Platform Content: The Platform's content, trademarks, and software are protected by intellectual property laws and must not be used or reproduced without our consent.

7.3 Removal of Content: We reserve the right to remove or disable access to any content that violates these Terms or applicable laws.

8. Privacy and Data Protection

8.1 Data Collection and Use: Personal data collected through the Platform is used according to our Privacy Policy. By using the Platform, you consent to data collection and use practices.

8.2 Data Security: We take reasonable steps to protect user data but cannot guarantee absolute security. Users acknowledge that they provide data at their own risk.

8.3 Third-Party Services: The Platform may integrate with third-party services, which may have separate terms and privacy practices. We are not responsible for the practices of these third-party services.

9. Disclaimers and Limitation of Liability

9.1 No Warranty: The Platform is provided “as is” and “as available” without warranties of any kind, either express or implied.

9.2 Limitation of Liability: We are not liable for any indirect, incidental, or consequential damages arising from your use of the Platform. Our total liability for any claims related to the Platform is limited to the amount paid by you for the Booking in question.

10. Indemnification

10.1 User Responsibility: You agree to indemnify and hold harmless the Platform, its affiliates, and agents from any claims, liabilities, or expenses arising from your use of the Platform, violation of these Terms, or infringement of any third-party rights.

11. Termination of Services

11.1 User-Initiated Termination: You may close your account at any time by following the account settings or contacting customer support.

11.2 Platform-Initiated Termination: We may suspend or terminate your account for violation of these Terms, fraud, or conduct that harms the Platform or other users.

12. Modifications to the Terms and Platform

12.1 Amendments to Terms: We may update these Terms periodically. Your continued use of the Platform after changes are made constitutes acceptance of the new Terms.

12.2 Platform Changes: The Platform may change, suspend, or discontinue services at any time. Users will be notified of significant changes that affect their use of the Platform.

13. Dispute Resolution and Governing Law

13.1 Governing Law: These Terms are governed by the laws of [Insert Jurisdiction], without regard to conflict of law principles.

13.2 Arbitration: Any disputes arising out of or relating to these Terms will be resolved through binding arbitration. You waive the right to participate in class-action lawsuits.

14. Miscellaneous Provisions

14.1 Entire Agreement: These Terms and our Privacy Policy constitute the entire agreement between you and the Platform.

14.2 Severability: If any provision is found unenforceable, the remaining provisions remain in effect.

14.3 No Waiver: Our failure to enforce any provision does not constitute a waiver of our rights.