

GENERAL TERMS AND CONDITIONS

A legally binding agreement is created between the Users ("**User(s), you, your, yourself**") and **VIABLE HOSPITALITY** or its unit ("**ECOFNB, we, us, our**"). ECOFNB is established and existing in accordance with the laws of India. These terms shall govern the use of the website, customer support calling centre (collectively referred to as "**ECOFNB Platform**") which enables the Guests to connect with us in relation to the services offered through the ECOFNB Platform ("**Services**").

Please read these terms carefully before accessing, using, obtaining or availing any Services as provided by ECOFNB. If you do not agree with these Terms of Use you may refrain from using the ECOFNB Platform and/or Services. These conditions must be read in conjunction with any other applicable terms and conditions governing the use of ECOFNB Platform and Services.

ECOFNB reserves the right to modify these Terms of Use at any time at its sole discretion. It will be your responsibility to keep yourself updated with the Terms of Use from time to time, your continued usage of the ECOFNB Platform and Services would be deemed to be an acceptance of these terms and the modifications thereto.

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1. Scope of Services

ECOFNB is an online market place that enables registered users (“**Users**”) and certain third parties (whether “**Individual/Business Entity**” offering various outdoor services defined below) who offer services (members who offer services are “**ECOSTAYS**” and the services they offer are “**Eco Services**”) to publish such Eco Services on the ECOFNB Platform and to communicate and transact directly with Guests that are seeking to book such Eco Services. The term “**ECOSTAYS**” include Homestays, Agrostays, Farmstays, Organic Stays/Green Stays, etc. Ecostays may include the offering of such infrastructure or other properties for use (“**Accommodations**”).

As the provider, ECOFNB states that Ecostays alone are responsible for their eco-friendly properties and Eco Services they provide. When Users make or accept a booking, they are entering into a contract directly with the Guests. ECOFNB is not and does not become a party to or other participant in any contractual relationship between Property owners and Guests. ECOFNB is not acting as an agent in any capacity for any User, except as specified in the Payments Terms.

The Ecostays owns sole responsibility for rates made available on the website or any other such medium owned or managed by ECOFNB. ECOFNB shall not owe any responsibility with respect to the rates provided by Ecostays.

In all cases, ECOFNB will be liable to pay to the Ecostays for all the bookings which are booked by the customers through ECOFNB; for their personal utilization and for which room rate is collected from customers on behalf of accommodations by the ECOFNB. The Ecostays will hereby not engage in any fake booking of the accommodation’s room for the purpose of unduly enriching itself with (or against) the promotional schemes started by ECOFNB.

As per the reliability and nature of Internet, ECOFNB cannot guarantee the continuous and uninterrupted availability and accessibility of the ECOFNB Platform. ECOFNB may restrict the availability of the ECOFNB Platform or certain areas or features thereof, if this is necessary for maintaining the

security or integrity of our servers, or to carry out maintenance measures that ensure the proper or uninterrupted functioning of the ECOFNB Platform. ECOFNB may improve, enhance and modify the ECOFNB Platform and introduce new ECOFNB Services from time to time.

Since ECOFNB has no control over and does not commit to (i) the existence, quality, safety, suitability, or legality of any Eco Services, (ii) the truth or accuracy of any stated descriptions, Ratings, Reviews, or other User Content as uploaded by them on the website (iii) the performance or conduct of any User or third party.

2. Eligibility Criteria and User Verification

In order to access and use the ECOFNB Platform or register an ECOFNB Account you must be an individual at least 18 years old or an existing business organization or other legal entity which is established and able to enter into legally binding contracts.

ECOFNB may make access to and use of the ECOFNB Platform, or certain areas or features of the ECOFNB Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, obtain Ratings or Reviews , or a User's booking and cancellation history.

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users.

The access to or use of certain areas and features of the ECOFNB Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the ECOFNB Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the ECOFNB Platform, the latter terms and conditions will prevail, unless specified otherwise in the latter terms and conditions.

3. Modification of these terms

ECOFNB reserves the right to modify these Terms at any time in accordance with this provision at its sole discretion. If we make changes to these Terms, we will post the revised Terms on the ECOFNB Platform and update the "Last Updated" date at the top of these Terms. It will be your responsibility to keep yourself updated with the Terms of Use from time to time, your continued usage of the ECOFNB Platform and Services would be deemed to be an acceptance of these terms and the modifications thereto.

4. Account Registration

You must register an account ("**ECOFNB Account**") to access and use certain features on the ECOFNB Platform. If you are registering an ECOFNB Account for a business organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

You can register an ECOFNB Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Face book or Google ("**SNS Account**"). You have the ability to disable the connection between your ECOFNB Account and your SNS Account at any time, by accessing the "Settings" section of the ECOFNB Platform.

You must provide accurate, current and complete information during the registration process and keep your ECOFNB Account and public ECOFNB Account profile page information up-to-date at all times.

You may not register more than one (1) ECOFNB Account unless ECOFNB authorizes you to do so. You may not assign or otherwise transfer your ECOFNB Account to another party/User.

You are responsible for maintaining the confidentiality and security of your ECOFNB Account credentials and may not disclose your credentials to any other user. You must immediately notify ECOFNB if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your ECOFNB Account. You are liable for any and all activities conducted through your ECOFNB Account.

ECOFNB also enables the users to accept bookings or to operate through other users (who manage the original user's ECOFNB Account), duly authorised by the user who is having a valid login ID and password at ECOFNB Platform.

5. Content

ECOFNB may, at its sole discretion, enable Users to (i) create, upload, post, send, receive and store content such as text, photos, audio, video, or other materials and information on or through the ECOFNB Platform ("**User Content**"); and (ii) access and view User Content and any content that ECOFNB itself makes available on or through the ECOFNB Platform.

The ECOFNB Platform, ECOFNB Content, and User Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the Indian Government. You acknowledge and agree that the ECOFNB Platform and ECOFNB Content, including all associated intellectual property rights, are the exclusive property of ECOFNB and/or its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the ECOFNB Platform, ECOFNB Content or User Content.

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

In compliance with these Terms, ECOFNB grants you a limited, non-exclusive, revocable, non-transferable license to access and view any ECOFNB and User Content made available on or through the ECOFNB Platform and accessible to you, solely for your personal and non-commercial use.

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

You will not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, racism, hatred, harassment or harm against any individual

or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful; or (vi) violates any other ECOFNB policy.

6. Service Fees

ECOFNB may charge fees from the Registered Members/Ecostay Owners/Managers and others ("**Service Fees**") in consideration for the use of the ECOFNB Platform. The applicable terms and conditions with regard to the amount/percent of service fees ranges from 10% to 15% as per the classification of the accommodation, in terms of the characteristics of the property.

ECOFNB reserves the right to change the Service Fees at any time, and will provide registered members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

You are responsible for paying any Service Fees that you owe to ECOFNB. The applicable Service Fees (including any applicable Taxes) are collected by ECOFNB Payments. Except as otherwise provided on the ECOFNB Platform; Service Fees are non-refundable.

ECOFNB is held liable to pay to the Ecostay owners/managers the booking amount after deducting the applicable service fees on monthly basis (preferably at the end of every month).

7. Taxes

In pursuant to this Agreement, each party with respect to the services furnished in its individual capacity, would be solely responsible for the compliance of all applicable laws including but not limited to legislations regarding the Goods and Services Tax (GST), central, state or local levies regarding tax payments, duties, cess, charges and levies etc. Hence, the tax collected as part of the room charges by ECOFNB should be remitted in account of the Ecostay and it shall be their sole responsibility to deposit same to the concerned authority as per the applicable law. Further, ECOFNB should not be held liable to deposit such amount until unless mandated by law. In cases, where law binds ECOFNB to deposit tax, the Ecostay is not eligible to collect any GST from the customers through ECOFNB. Further, ECOFNB shall deduct/collect/ withhold any tax to be levied as per the applicable tax laws. In this manner as may be prescribed,

from the amount payable to the Ecostay (i.e. the amount collected from the customer and to be remitted to the Ecostay) and shall furnish appropriate documentation for the same.

As per the agreement, all payments related to service fees made by the Ecostay to ECOFNB would be subject to withholding tax as per law applicable on the date of payment. The tax withholding party would be responsible for furnishing appropriate proof, certificate, documents etc. to enable the other Party claim its benefits.

All the Parties would be responsible for their respective tax assessments, audits, enquiries etc. and would keep the other Party indemnified from any additional tax demand, if required from such action.

The Ecostay undertakes responsibility to provide ECOFNB all necessary documents, as required by law from time to time, to prove the Ecostay's compliance with the applicable tax laws as per this Agreement which includes its obligations to fulfill the necessary tax obligations and submit it with the authorities. Any interest, penalties or recoveries raised by any authority to ECOFNB on account of default done by the Ecostay will be solely borne by the Ecostay on its own account,

As per the applicable tax laws, the Ecostay authorizes ECOFNB to collect tax from the customers on its behalf as the time of booking and remit it in Ecostay's account for depositing the same with the government.

8. Terms specific for Ecostays

- Stay's specific policies and amenities are available on the website. Guests are advised to refer the same while booking.
- In case of heavy electricity shortages or power cuts; Ecostays, Resorts, Homestays, Agrostays, Farmstays or any other such accommodation must have Solar Panels, Solar Geysers, Generators or Inverters, etc. However, it is only advisory to have such solar equipments, on the part of ECOFNB.
- Accommodations in remote locations may not have Wi-Fi connectivity due to unavailability of network in those regions.
- In some Ecostays, due to local conditions, unmarried/unrelated couples may not be allowed to check-in. Accommodation can be denied to guests posing as a couple if suitable proof of identification is not presented at the

time of check-in. No refund would be applicable in case the Ecostay denies check-in under such circumstances.

- The Ecostay pictures/information on the website, including amenities or facilities are provided by the concerned Ecostays. This information is for reference only. For any discrepancy that exists between the website pictures and actual settings, ECOFNB is not liable and responsible.
- Some Ecostays may deny entry of visitors to rooms. Please confirm with the accommodation manager before inviting visitors into the rooms.
- All necessary and applicable taxes may be charged by ECOFNB.

When accepting a booking through the ECOFNB Platform you must (i) provide complete and accurate information about your stay's Service (such as property description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house/stay's rules) and (iii) provide any other pertinent information requested by ECOFNB. You are responsible for keeping your booking information up-to-date at all times.

You are solely responsible for setting a price (including any Taxes if applicable) for your Booking subject to approval of ECOFNB. Once a Guest requests a booking of your property, you may not request that the Guest pays a higher price than in the booking request.

Any terms and conditions included in your Booking, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Booking.

Pictures, animations or videos (collectively, "**Images**") used in your Bookings must accurately reflect the quality and condition of your accommodation services. ECOFNB reserves the right to require that Bookings have a minimum number of Images of a certain format, size and resolution.

The placement and ranking of Bookings in search results on the ECOFNB Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, accommodation/Stay's requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Stay's Service, and/or ease of booking.

9. Terms Specific for Guests

Terms applicable to all bookings

Subject to meeting any requirements (such as completing any verification processes) set by ECOFNB and/or the accommodation, you can book a room on the ECOFNB Platform by following the respective booking process. All applicable fees, including the booking Fee and any applicable Taxes (collectively, “**Total Amount**”) will be presented to you prior to your booking. You agree to pay the Total Amount for any booking requested in connection with your ECOFNB Account.

Upon receipt of a booking confirmation from ECOFNB, a legally binding agreement is formed between you and your concerned accommodation (Ecostay), subject to any additional terms and conditions of the accommodation/Stay that apply, including in particular the applicable cancellation policy and any rules and restrictions specified therein. ECOFNB Payments will collect the Total Amount at the time of the booking request or as the case may be.

10.Prohibited Activities

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to the ECOFNB Platform. In connection with your use of the ECOFNB Platform, you will not and will not assist or enable others to:

- Breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms and Conditions.
- use the ECOFNB Platform or User Content for any commercial or other purposes that are not expressly permitted by these Terms
- copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the ECOFNB Platform in any way that is inconsistent with ECOFNB’s Privacy Policy or these Terms or that otherwise violates the privacy rights of Users or third parties;
- offer, as a user, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the ECOFNB Platform;
- unless ECOFNB explicitly permits otherwise, book any accommodation if you will not actually be using the user/stay’s Services yourself;
- use the ECOFNB Platform to request, make or accept a booking independent of the ECOFNB Platform, to circumvent any Service Fees or for any other reason;

- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- use, display, mirror or frame the ECOFNB Platform or User Content, or any individual element within the ECOFNB Platform, ECOFNB's name, any ECOFNB trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the ECOFNB Platform, without ECOFNB's express written consent;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the ECOFNB Platform; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

11. Term and Termination

In case you wish to discontinue you can at any point opt out of your registered membership of the ECOFNB Platform by giving a 30 day prior notice at the ecofnb18@gmail.com ECOFNB deserves the right to unilaterally terminate your use of the ECOFNB Platform without notice or any liability for reasons of breach of the terms mentioned herein.

12. Privacy and Security

The user hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of ECOFNB contained in ECOFNB website and he hereby consents that the terms and contents of such Privacy Policy are acceptable.

13. Third Party Links

This ECOFNB Platform may at our sole discretion, contain links to ECOFNB Platforms owned and maintained by persons or entities other than ECOFNB. ECOFNB may also provide links to the other sites for purpose of enabling the Customer to make payment to ECOFNB. Any of the foregoing links do not constitute an endorsement by ECOFNB of any such sites and are provided only as a convenience. ECOFNB is not responsible for the content or links displayed on such sites. ECOFNB is not responsible for the privacy practices of such sites which ECOFNB does not own, manage or control. ECOFNB does not regularly review, and makes no warranty or representation regarding materials posted, or Services or

services offered, on the sites to which this ECOFNB Platform may be linked and ECOFNB shall not be responsible for any deficiency thereof. ECOFNB does not endorse any or all of the materials, Services, and services available on such linked sites, and ECOFNB expressly disclaims responsibility for the contents of any linked site, the accuracy of any information contained in a linked site, and the quality of the Services and services offered at any linked site. Any decision to view the contents of any linked site is solely the responsibility of User and is made at User's own risk.

14. Ratings and Reviews

Within a certain timeframe and after staying with any of the ECOFNB's accommodations, guests and Ecostay's owner can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual person and do not reflect the opinion of ECOFNB. Ratings and Reviews are not verified by ECOFNB for accuracy and may be incorrect or misleading.

Ratings and Reviews by Guests and Ecostay's owner must be accurate and may not contain any offensive or defamatory language.

All associated Ecostays as mentioned above are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Ecostay.

15. Damage to Accommodations

As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Ecostay Owner/Manager.

In case of any complaint received from either of the party i.e. the guest or the Ecostay Owner/Manager, notice of the same must be given to ECOFNB within 24 hours of check-in time.

16. Disputes

If any dispute arises between you and ECOFNB during your usage of this Website or thereafter in connection with and arising from your use or attempt to use this website, the dispute shall be referred to arbitration. Both parties shall agree to a sole arbitrator. The place of arbitration shall be Nainital, Uttarakhand. The arbitration proceedings shall be in the English language.

The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.

However, as per the circumstances ECOFNB reserves the right to mediate whenever required, and take necessary actions to resolve the dispute before referring the matter to sole arbitrator.

These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Nainital, Uttarakhand, India.

17. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend, indemnify, and hold ECOFNB, including but not limited to, ECOFNB Payments, and their founders and employees harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or Policies, (ii) your improper use of the ECOFNB Platform or any ECOFNB Services, (iii) your interaction with any User, stay at an Accommodation, including without limitation any injuries, losses or damages of any kind, or (iv) your breach of any laws, regulations or third party rights.

18. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the ECOFNB Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact us" section of the ECOFNB Platform, or by other means of communication (via email, sms). Any Feedback you submit to us will be considered non-confidential

and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, irrevocable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

19. General Provisions

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between ECOFNB and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between ECOFNB and you in relation to the access to and use of the ECOFNB Platform.

No joint venture, partnership, employment, or agency relationship exists between you and ECOFNB as a result of this Agreement or your use of the ECOFNB Platform.

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

ECOFNB's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

If you have any questions about these Terms please [email us](#).