



TERMS AND CONDITIONS OF USE

STAY VISTA PVT. LTD.

These Terms and Conditions constitute an electronic record in terms of the Information Technology Act, 2000 and rules made there under. This electronic record is generated by a computer system and does not require any physical or digital signatures.

www.vistarooms is a one of brand operated under StayVista Private Limited. Below Terms and Conditions are also applicable to all brands operating under StayVista Private Limited.

1. ACKNOWLEDGEMENT AND EXPRESS CONSENT

Your use of this website is subject to the following Terms and Conditions of Use along with the Privacy Policy and all other policies listed on the website under various captions and headings. The terms contained herein as well as those stated under various headings on the website, form an agreement regulating your relationship with **Stay Vista Private Limited "Stay Vista"** with regard to the use of its services, by you. By accessing, viewing, browsing, caching, storing and / or otherwise using our website or any of our services, applications, contents, functions through whatever platform (hereafter collectively referred to as the "website") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the Privacy Policy) and agree to be bound by them with all applicable laws and regulations.

Please read these Terms and Conditions of Use carefully and ensure that you understand them before you start using this website. If you are not agreeable to any of these Terms and Conditions of Use, please do not use this website. These Terms and Conditions of Use are subject to change and Stay Vista may, without prior notice to you and at any time, revise them and any other information contained in this website by updating these Terms and Conditions of Use. Please note that the restated Terms and Conditions of Use shall be effective immediately upon posting. Stay Vista may also make improvements or changes in the services provided by it as described in this website at any time without notice. Therefore, you are advised to regularly check for any amendments or updates to these Terms and Conditions of Use. If the changes are not agreeable to you, you must stop using the website. Your continuous use of this website will signify your acceptance of the changed terms.

Except where additional terms and conditions are provided, these Terms and Conditions of Use supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with any other terms of any order placed or service provided by Stay Vista.

These pages, the content and infrastructure of these pages, and the online accommodations reservation service provided on these pages and through the website (the "service(s)") are owned, operated and provided by www.stayvista.com or www.vistarooms.com and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

2. ELIGIBILITY

Use of this website is available only to persons who can enter into legally binding contracts under the applicable law. Persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872 are not eligible to use this website.

3. ACCESS AND INTERFERENCE

Stay Vista grants you non-exclusive and non-transferable, limited permission to access and display the web pages within this website on your personal computer or other platform. Your failure to comply with the terms, conditions and notices on this website will result in the automatic termination of any rights granted to you, without prior notice.

Except for the limited permission in the preceding paragraph, Stay Vista does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights or other proprietary or intellectual property rights. You may not mirror any of the content from this website on another website or in any other media.



You hereby agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted via Site. You hereby confirm that you no copying, reproduction, alteration, modification, creation of derivative works, or publicly displaying of any content will be done by you except by our prior written consent or the appropriate third party.

The information (including the Information) you provide to us shall not contain any viruses including but not limited to, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

4. DESCRIPTION OF SERVICES PROVIDED BY STAY VISTA

Stay Vista serves as an online platform that offers an efficient, reliable and convenient mechanism for not only locating temporary accommodation at affordable prices but standardising the same as per the standards of Stay Vista. Stay Vista also hosts content provided by and on behalf of the hotels such as general information about the hotel, photographs, amenities, etc.

5. ACCURACY OF CONTENT

Stay Vista has taken every precaution in the preparation of the content of this website, in particular to ensure that rates quoted are correct at the time of publishing and all details have been accurately described. To the extent permitted by applicable law, Stay Vista disclaims all warranties, express or implied, as to the accuracy of the information contained on this website. You understand and agree that Stay Vista shall not be liable for any typographical, technical or any other kind of errors on the website. The information provided on the website is often provided by third parties such as the hotels. Stay Vista does not guarantee the accuracy of the information. You are advised to re-check the same with the hotel prior to your stay or use of its services, get in touch with StayVista team to get access of name of hotels.

6. PRICING

The rates displayed on the website are highly competitive, non-negotiable and are subject to change without prior notice. All rates on the stayvista.com or www.vistarooms.com website are per room for your stay and may be displayed including applicable taxes or otherwise on our website or in the confirmation email. It is possible that the rates indicated on this website are inaccurate due to technical or typographical errors or are subject to change in the event of any statutory decision on the same. In the event that such an error occurs or if there is any variance beyond the control of Stay Vista, Stay Vista reserves the right to correct the same. Please note that in such a case, incorrect and erroneous rates will not be enforceable against Stay Vista.

All special offers and promotions are marked as such. Stay Vista reserves the right to vary the terms of the special offers and promotions based on market economics or upon the request of any of the hotels.

7. OUR FEES

Our services are presently free of charges and no additional (reservation) fee is added to the pricing. However, Stay Vista reserves the right to charge and add additional (reservation or facilitation) fees without any prior notice to the users or customers.

Also StayVista reserves the right to charge different fee for its services to different properties.

8. USER TERMS

While using this website, you acknowledge that you fully assume the risks of the transaction and you further fully assume the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to the accommodation that is the subject of the transaction(s).

9. ACCOMMODATION PROVIDERS

The accommodation providers understand and agree that:



- a. all reservations that are made on Stay Vista are a contract between the individuals and the accommodation providers. Stay Vista is in no way responsible or liable for the transactions made between individuals and Accommodation Providers;
- b. transactions occurring over the Internet involve inherent risks such as hacking, phishing, uploading of fraudulent schemes, targeted maligning, etc.;
- c. accommodation providers are solely responsible for accurately describing the accommodation being provided along with services and amenities that they are providing along with the accommodation;
- d. Stay Vista reserves and retains the right to suspend or stop the listing of any third party at any point of time for any contravention of the Terms and Conditions of Use and / or for any breach of the terms agreed to by the third parties at the time of listing with Stay Vista without prior notice.

10. THIRD PARTIES INVOLVED

You understand and agree that the accommodation listings displayed on this website are provided / sold by third parties. Stay Vista may not be able to control the transactions and / or the acts and / or omissions of such third parties in such transactions. When you choose such accommodation on the website, the following additional terms and conditions will become applicable:

- a. Stay Vista is not responsible for any non-performance or breach of any contract entered into between you and the third party. Stay Vista cannot and does not guarantee that the third party will perform any transactions concluded on the website.
- b. Stay Vista does not implicitly or explicitly support or endorse any of the accommodations listed on this website. Stay Vista accepts no liability for any errors or omissions on behalf of third parties.
- c. You release and indemnify Stay Vista and/or any of its employees, officers, and representatives from any cost, damage, liability or other consequence of any of the actions of the third parties on this website and / or arising out of utilizing the accommodation and specifically waive any claims that you may have in this behalf under any applicable law. Stay Vista will take all reasonable efforts in this behalf but it cannot control the information provided by the third parties and made available on this website.
- d. Please use caution and common sense when using this website and making reservations.
- e. By making a reservation, you assure and represent that the same has been made for private and personal use and not for commercial purposes or for any other purpose. In view of the aforementioned, you expressly indemnify Stay Vista from any loss or damage suffered by you on account of breach of the aforesaid assurance, including without limitation, any loss of profits, indirect loss, consequential loss, loss of income, damage to property, loss of reputation, etc.

11. LINKS TO OTHER WEBSITES

The website may contain links to other third party websites and web pages. Stay Vista does not in any manner represent or endorse such websites / webpages and is not liable for the contents of such websites or for any claims arising out of your use of these websites as Stay Vista has no control over such websites in any manner whatsoever.

12. PROMOTIONAL OFFERS

Stay Vista may provide you with various discounts and offers from time to time along with the option of registering with the website for receiving updates about such promotional offers. Any such discounts, offers or promotional schemes will be subjected to specific terms and conditions listed on the website in connection with such discounts, offers or promotional scheme. Stay Vista reserves the right to alter, or withdraw any promotional scheme at any time without any prior notice to you.

13. BOOKINGS TERMS FOR ACCOMMODATION PROVIDERS



If you are an Accommodation Provider and a booking is requested for your Accommodation via the Site, Application and Services, you will be required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Stay Vista in its sole discretion) or the booking request will be automatically cancelled. When a booking is requested via the Site, Application and Services, we will share with you the necessary details of the person requested the booking. If you are unable to confirm or decide to reject a booking of an Accommodation within such 24 hour period, any amounts collected by Stay Vista for the requested booking will be refunded to that person's credit or debit card and any pre-authorization of such credit or debit card will be released. When you confirm a booking, Stay Vista will send you an email, text message or message via the Application confirming such booking, depending on the selections you make via the Site, Application and Services.

14. BOOKINGS TERMS FOR INDIVIDUALS

The Accommodation Providers, not Stay Vista, are solely responsible for honouring any confirmed bookings and making available any Accommodations reserved through the Site, Application and Services. If you choose to enter into a transaction with an Accommodation Provider, you agree and understand that you will be required to enter into an agreement with the Accommodation Provider you agree to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Accommodation Provider. You acknowledge and agree that you, and not Stay Vista, will be responsible for performing the obligations of any such agreements, and Stay Vista is not a party to such agreements and disclaims all liability arising from or related to any such agreements.

15. PAYMENT OPTIONS

The various modes of payment permitted by Stay Vista are as follows:

1. Direct payment to the accommodation provider

You may have an option to make direct payment to the accommodation provider at the time of checking into the hotel and / or checking out.

2. Credit Card

Payments may be made using Visa, MasterCard and American Express credit cards or any other card mentioned in the website from time to time.

To pay using your credit card, you will need your card number, the expiry date of the card and the three-digit CVV number of the card. You will then be redirected to your bank's secure page for entering your online password to complete the payment.

3. Debit Card

Payments may be made using Visa, MasterCard and American Express debit cards any other card mentioned in the website from time to time.

To pay using your debit card, you will need your card number, the expiry date of the card and the three-digit CVV number of the card. You will then be redirected to your bank's secure page for entering your online password to complete the payment.

Please note that payment can be made only in Indian Rupees and all the above payment instruments must have been issued by entities operating in India and subject to Indian regulations.

4. Net banking

You may also avail your bank's internet banking services to make payments on this website.

Any charge levied by banks or payment gateway is independent and have no connection with Stay Vista. Stay Vista shall have no liability in case of any charge levied by banks or payment gateways.

**16. FINANCIAL DETAILS**

You agree, understand and confirm that the credit/ debit card details or other financial details provided by you will be correct and accurate and you shall not use the credit/ debit card or financial facility which is not lawfully owned/ obtained by you. Stay Vista will not be liable for any credit/ debit card fraud. The liability for use of a card fraudulently will be on you and the onus to prove otherwise will be exclusively on you.

17. CANCELLATIONS AND REFUNDS

By making a reservation with an accommodation provider, you accept and agree to the relevant cancellation, refund and no-show policy of that accommodation provider, and to any additional (delivery) terms and conditions of the accommodation provider that may apply to your reservation or during your stay, including for services rendered and/or products offered by the accommodation provider (the delivery terms and conditions of an accommodation provider can be obtained with the relevant accommodation provider). The general cancellation, refund and no-show policy of each accommodation provider may be made available on our website on the accommodation information pages, during the reservation procedure and in the confirmation email. Please note that certain rates or special offers are not eligible for cancellation, refund or change. Please check the room details thoroughly for any such conditions prior to making your reservation. Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the accommodation provider agrees or allows otherwise under its (pre)payment and cancellation policy.

If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the accommodation provider's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.

18. CONFIDENTIAL AND PERSONAL DATA/ INFORMATION

Any information that is required to be collected by us shall be kept confidential in accordance with the provisions of our Privacy Policy. In addition to the same, the provisions of the following laws/ rules/ guidelines/ regulations shall be applicable to the use of this website:

1. The provisions of Information Technology Act, 2000 relating to processing of personal data and as may be amended from time to time;
2. The provisions of the Information Technology(Intermediary Guidelines) Rules, 2011 as may be amended from time to time;
3. The provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as may be amended from time to time.

19. INTELLECTUAL PROPERTY RIGHTS

- a. Unless stated otherwise, the software required for our services or available on or used by our website and all intellectual property of the contents and information of and material on our website (**Intellectual Property**) are wholly and exclusively owned by and all right, title and interest solely vest in Stay Vista. Intellectual Property shall include but not be limited to all developments, proprietary information, trademarks, trade names, logos, art work, slogans, service mark, domain name, brand name, know-how, processes, methods, trade secrets, designs and all other work in which copyright may subsist. We possess the right to edit, copy, add to, take from, adapt, alter and translate the Intellectual Property.
- b. You are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content or our brand. To the extent that you would (wholly or partly) use or combine our content or would otherwise own any Intellectual Property Rights in the website, you hereby irrevocably and unequivocally assign, transfer and set over all such Intellectual Property Rights to www.stayvista.com or www.vistarooms.com.



Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our Intellectual Property Rights.

20. DISCLAIMER OF WARRANTY

Use of this website is at your sole risk. All information, listings and services are provided 'as is', with no warranties or guarantees whatsoever. Stay Vista expressly disclaims to the fullest extent permitted by law, all express, implied, statutory and other warranties, guarantees or representations. Without limitation, Stay Vista makes no warranty or guarantee that this website will be uninterrupted, timely, secure or error free. Information on this website, unless specifically promised or warranted to be correct, is not promised or guaranteed to be correct, current or complete and while Stay Vista makes its best effort to ensure accuracy of the information, data and general content, this website may contain technical inaccuracies or typographical errors. Stay Vista assumes no responsibility for updating this website to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any services, listings / accommodation(s) or other matters described in this website.

21. LIMITATION OF LIABILITY

In no event will Stay Vista be liable to any person for any direct, indirect, incidental, special, exemplary or consequential damages of an type whatsoever related to or arising from this website or any use of this website or of any website or resource linked to, referenced or accessed through this website. This exclusion and waiver of liability applies to all causes of action, whether based in contract, warranty, tort or any other legal theories.

22. FORCE MAJEURE

You understand and agree that Stay Vista will not be liable for any loss or damage with respect to the use of this website and / or making any reservations if the same arises out of Force Majeure or an Act of God or any other cause which is beyond the reasonable control of Stay Vista, including but not limited to, any event such as war, equipment and technical failure, electrical power failure or fluctuation, strikes, labour disputes, riots, civil disturbances, shortages of labour or materials, natural disasters, orders of domestic or foreign courts or tribunals, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, etc.

23. TERMINATION

You understand and agree that Stay Vista reserves the right to terminate your registration and / or terminate your right to use this website for any reason whatsoever, including without limitation, any act or omission in contravention of the Privacy Policy or of these Terms and Conditions of Use. You further understand and agree that any such termination may be effected without prior notice to you and you acknowledge and agree that Stay Vista may delete or deactivate your account immediately on detecting any such reason, including without limitation, the contravention of the Privacy Policy or of these Terms and Conditions of Use.

24. MODIFICATION

The modification of the site, Application or Services or modification of these Terms, including the Service Fees, at any time and without prior notice shall be at the sole discretion of Stay Vista. Whenever the terms are modified, we will post the modification along with the "Last Updated Date" on the Site or via the Application. By continuing to access or use the Site, Application or Services after the posting of modification on the website, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

25. APPLICABLE LAW AND JURISDICTION



This website is created and controlled by Stay Vista having its registered address at Surya Mahal, 4th Floor, 5th Burjorji, Bharucha Marg, Fort, Mumbai and shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the services provided by Stay Vista on this website including the terms and conditions contained herein.

26. DISPUTE RESOLUTION

You and Stay Vista agree that any dispute, claim or controversy arising out of or relating to these Terms or Services provided in connection with these Terms, the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "Disputes") will be settled by binding arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

Any such dispute, controversy or claim referred to and decided by a Sole Arbitrator appointed and nominated by Stay Vista and you by agreeing to the terms and conditions herein consent to the Arbitration. The arbitration shall be conducted in Mumbai, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The language of Arbitration shall be English.

27. ASSIGNMENT

Any bookings made via Stay Vista are prima facie not assignable. You shall not assign any bookings made by you to anyone. In case you want to transfer your booking to anyone, you shall contact the Accommodation Provider. Stay Vista is completely absolved of any liability in case any person assigns its bookings to another.

28. NOTICES

Any notices or other communications permitted or required hereunder, will be in writing and given by Stay Vista (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

29. INDEMNIFICATION

You agree to indemnify, release, defence and hold Stay Vista, its affiliates, contractors, employees, officers, directors and agents harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation to legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Site, any violation by you of this Agreement, or any breach of the representations, warranties, and covenants made by you herein.

You agree that Stay Vista be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to (i) this agreement, (ii) the services, the site or any reference site, or (iii) your use or inability to use the services, the site (including any and all materials) or any reference sites.

In no event will Stay Vista or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Services, (iii) your use or inability to use the Services or the Site (including any and all Materials) or any Reference Sites, or (iv) any other interactions with Stay Vista, however caused and whether arising in contract, tort including negligence, warranty or otherwise.

30. FEEDBACK

Stay Vista encourages you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). Submission of Feedback may be made by emailing us at care@stayvista.com.

31. WAIVER

The failure of Stay Vista to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Stay Vista.

32. PRIVACY POLICY



Stay Vista believes in protecting your privacy. Please click [here](http://www.vistaroom.com/privacypoli.cy.pdf) to review our current Privacy Policy, which also governs your use of the Website, to understand our practices: Privacy policy (www.vistaroom.com/privacypoli.cy.pdf).

33. GRIEVANCE REDRESSAL

Stay Vista makes its best efforts to provide the best quality of services. However, if any person has any grievance with respect to any aspect / feature of the website, you may write to nikunj.panchal@stayvista.com. All grievances shall be dealt with as soon as possible.

34. SUBMISSIONS

Any messages, notes, suggestions, ideas, notes, drawings, concepts or other material or information (collectively, the "Submissions"), which you may submit through or in connection with the Site will become the exclusive property of us. Accordingly, you agree that we have the right to publish any Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. In addition, you agree that you will not transmit any Submission which infringes upon the rights of any third party. In case of any damage or injury to anyone by your submissions, you admit your liability and release Stay Vista from any responsibility.

35. MISCELLANEOUS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

The failure of the website to enforce any right or failure to act with respect to any breach by you under these Terms and Conditions of Use will not waive that right nor waive Stay Vista' right to act with respect to subsequent or similar breaches.

This website shall have the right to assign its obligations and duties as mentioned herein and in any agreement relating to any or all of its services to any person or entity.

In the event that any provision of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provision shall continue to be in force.

Note: Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.