

TERMS OF USE – LUXVITA STAYS

Effective Date: April 16, 2026

1. Nature of Platform

Luxvita Stays (“Platform”) is a digital advertising and listing service only. The Platform does not own, lease, manage, control, or operate any accommodations listed. The Platform does not act as a landlord, broker, agent, or property manager and does not facilitate or process payments or bookings. All transactions occur solely between property owners (“Hosts”) and guests (“Users”).

2. No Agency Relationship

Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between Luxvita Stays and any user. Users acknowledge that Luxvita Stays is an independent service provider.

3. User Acknowledgment and Assumption of Risk

By using the Platform, Users expressly acknowledge and agree that they do so entirely at their own risk. Users are solely responsible for conducting due diligence, verifying property details, confirming legal compliance, and ensuring suitability of any accommodation.

4. Host Representations and Warranties

Hosts represent and warrant that they have full legal authority to list and rent the property, comply with all applicable laws, bylaws, regulations, licensing requirements, taxation obligations, and strata rules, and maintain all required insurance coverage. Hosts agree to indemnify and hold harmless Luxvita Stays from any claims arising from their listings.

5. Guest Obligations

Guests agree that all bookings are made directly with Hosts and that they are responsible for any damage, misuse, or violation of applicable laws or property rules. Guests assume full responsibility for their conduct and that of accompanying individuals.

6. Disclaimer of Warranties

The Platform is provided on an 'as is' and 'as available' basis without warranties of any kind, whether express or implied, including but not limited to accuracy, completeness, reliability, availability, or suitability.

7. Limitation of Liability

To the maximum extent permitted by law, Luxvita Stays shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to personal injury, property damage, loss of profits, loss of data, or financial losses arising from use of the Platform or interactions between Users.

8. Indemnification

Users agree to indemnify, defend, and hold harmless Luxvita Stays, its owners, directors, and affiliates from any and all claims, liabilities, damages, losses, or expenses, including legal fees, arising out of or related to their use of the Platform, violation of these Terms, or interactions with other Users.

9. Payments, Refunds, and Cancellations

Luxvita Stays does not process payments, hold funds, or provide escrow services. All financial transactions, cancellations, and refund policies are determined exclusively by Hosts. Luxvita Stays bears no responsibility for any financial disputes, refunds, or chargebacks.

10. Dispute Resolution

Luxvita Stays does not mediate or resolve disputes between Users. All disputes must be handled directly between the involved parties.

11. Modifications to Terms

Luxvita Stays reserves the unrestricted right to modify, amend, or replace these Terms at any time without prior notice. Continued use of the Platform constitutes acceptance of any updated Terms. Users are responsible for reviewing these Terms periodically.

12. Termination

Luxvita Stays reserves the right to suspend or terminate access to the Platform at any time, without notice, for any reason, including but not limited to violation of these Terms.

13. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable federal laws of Canada.