

GUESTIFY

Terms and Condition

IMPORTANT NOTICE

BY ACCESSING, REGISTERING ON, OR USING THE GUESTIFY PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE USE OF THE PLATFORM.

Section 1: Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

1.1

"Platform" means the Guestify website, mobile applications, APIs, software tools, and any related technology infrastructure operated by Guestify.

"Guestify" means the company operating the Guestify Event Technology Platform, its affiliates, officers, directors, employees, and assigns.

"User" means any individual or legal entity that accesses or uses the Platform, including Event Organizers and Guests.

"Event Organizer" or "Organizer" means any individual, company, institution, or entity that registers on the Platform for the purpose of discovering, inviting, and engaging Guests for events.

"Guest" means any Speaker, Expert, Author, Business Leader, Academic, Artist, Moderator, Trainer, Panelist, or other professional who registers on the Platform to offer their participation at events.

"Event" means any conference, seminar, webinar, workshop, panel discussion, corporate event, public lecture, award ceremony, festival, or other gathering listed or facilitated through the Platform.

"Booking" means a confirmed engagement between an Event Organizer and a Guest, processed through the Platform and evidenced by a Booking Confirmation.

"Booking Confirmation" means the official confirmation issued through the Platform upon receipt of the Guest's acceptance and the Advance Payment.

"Honorarium" or "Fee" means the amount payable by the Event Organizer to the Guest for participation in an Event, as agreed through the Platform.

"Advance Payment" means the non-refundable (subject to the Cancellation Policy) deposit of thirty percent (30%) of the total Honorarium payable upon Booking Confirmation.

"Platform Fee" means any subscription fee, commission, service charge, or transaction fee charged by Guestify for use of the Platform.

"Content" means any text, data, images, profiles, videos, materials, or other information submitted by Users to the Platform.

"Force Majeure Event" means any event beyond a party's reasonable control, including acts of God, natural disasters, war, terrorism, pandemic, government orders, strikes, or internet outages.

"Direct Dealing" means any communication, engagement, negotiation, or transaction between an Event Organizer and a Guest that bypasses or circumvents the Platform.

"Virtual Event" means an Event conducted entirely through online video-conferencing, live-streaming, or digital platforms.

"Hybrid Event" means an Event combining in-person attendance with simultaneous Virtual participation.

SECTION 2: GENERAL PLATFORM TERMS

2.1 Nature of the Platform

2.1.1 Guestify is a technology facilitation platform and marketplace. It does not organise, produce, manage, or operate Events. Guestify is not a talent agency, staffing agency, employment agency, booking agent, or event management company.

2.1.2 Guestify is not the employer, principal, agent, representative, or contractor of any Guest. Guests are independent professionals who determine the terms of their own engagement.

2.1.3 Guestify does not guarantee, warrant, endorse, or vouch for the qualifications, credentials, performance, conduct, or fitness of any Guest or the legitimacy, safety, or conduct of any Event Organizer or Event.

2.1.4 All contractual obligations arising from a Booking are solely between the Event Organizer and the Guest. Guestify is a facilitator of that relationship, not a party to it.

2.2 Eligibility and Account Registration

2.2.1 The Platform is available to individuals who are at least 18 years of age and have the legal capacity to enter into binding contracts, and to legal entities that are validly constituted under applicable law.

2.2.2 Users must provide accurate, complete, and current information during registration. Any material misrepresentation shall constitute a breach of these Terms and may result in immediate account suspension or termination.

2.2.3 Guestify reserves the right to verify the identity, credentials, and legitimacy of any User at any time and by any means it deems appropriate, including requesting supporting documentation.

2.2.4 Each User is responsible for maintaining the confidentiality of their account credentials. Users shall be liable for all activity occurring under their account.

2.2.5 Users must promptly notify Guestify of any unauthorised access to or use of their account.

2.3 Acceptable Use Policy

Users must not:

- Submit false, misleading, or fraudulent information to the Platform.
- Engage in any form of impersonation or misrepresentation.
- Use the Platform to harass, intimidate, defame, or harm other Users.
- Use automated bots, scrapers, or other tools to extract data from the Platform without express written consent.
- Attempt to circumvent, hack, or interfere with the Platform's security or functionality.
- Post or transmit unlawful, defamatory, obscene, or infringing Content.
- Use the Platform for any purpose that violates applicable law or regulation.
- Attempt to bypass Platform Fees through Direct Dealings in violation of Section 11.

2.4 Electronic Acceptance and Digital Contract Formation

2.4.1 By clicking 'I Agree', 'Accept', 'Register', or 'Confirm Booking', or by using the Platform in any manner, Users electronically accept and agree to be bound by these Terms and Conditions. Such acceptance constitutes a valid and binding contract formation to the same legal effect as a handwritten signature.

2.4.2 These Terms may be updated by Guestify at any time. Users will be notified of material change juris. Continued use of the Platform after notice of changes constitutes acceptance of the amended Terms.

2.5 Platform Availability

2.5.1 Guestify endeavours to maintain Platform availability but does not guarantee uninterrupted, error-free, or continuously available service. The Platform may be modified, suspended, or discontinued at any time without liability.

2.5.2 Guestify shall not be liable for any loss or damage arising from Platform downtime, technical failures, or service interruptions.

2.6 Suspension and Termination

2.6.1 Guestify reserves the right, in its sole and absolute discretion, to suspend, restrict, or permanently terminate any User account with or without prior notice in cases including:

- Breach of these Terms and Conditions.
- Fraudulent, dishonest, or unlawful conduct.
- Repeated cancellations or no-show behaviour.
- Negative patterns identified through dispute records or User reports.
- Conduct that damages Guestify's reputation or the Platform's integrity.

2.6.2 Termination of an account does not relieve the User of any outstanding financial obligations or liability arising prior to termination.

2.6.3 Users may terminate their accounts by written notice to Guestify, subject to the settlement of all outstanding obligations.

SECTION 3: EVENT ORGANIZER TERMS

3.1 Organizer Registration and Responsibilities

3.1.1 Event Organizers must register a verified account and provide accurate information about themselves, their organisation, and the Events they list.

3.1.2 Organizers are solely responsible for:

- The planning, production, logistics, safety, legal compliance, and execution of their Events.
- Obtaining all necessary permits, licences, insurance, and regulatory approvals for Events.
- Ensuring that Events comply with all applicable local, national, and international laws.
- Providing accurate, complete, and non-misleading descriptions of Events to Guests.
- Honouring all confirmed Bookings in good faith.

3.2 Event Listings

3.2.1 Organizers may create Event listings on the Platform, specifying the nature, date, venue, format (in-person, virtual, hybrid), audience, and requirements of the Event.

3.2.2 Organizers warrant that all information in Event listings is truthful, accurate, and not misleading. Guestify reserves the right to remove, modify, or refuse any listing at its sole discretion.

3.2.3 Organizers must update Event listings promptly in the event of any changes to date, venue, format, or other material particulars.

3.3 Guest Search and Invitation

3.3.1 Organizers may search, filter, and view Guest profiles, including expertise, availability, Honorarium rates, travel requirements, and participation preferences.

3.3.2 Organizers may send formal invitations to Guests through the Platform. All negotiations, discussions, and agreements must be conducted through the Platform's communication tools.

3.3.3 Organizers acknowledge that Guests retain full discretion to accept, decline, or counter any invitation without liability to Guestify.

3.4 Organizer Payment Obligations

3.4.1 Organizers are solely responsible for making all payments due to Guests in accordance with the Payment Terms in Section 5 and the fees due to Guestify in accordance with Section 7.

3.4.2 Organizers agree that failure to complete payment in accordance with the Payment Schedule shall constitute a material breach of these Terms, entitling the Guest to withdraw from the Booking and the Organizer to forfeit the Advance Payment.

3.5 Organizer Conduct at Events

3.5.1 Organizers must ensure that Guests are received professionally, treated with respect and dignity, and provided with all agreed technical, logistical, and hospitality requirements at Events.

3.5.2 Organizers are responsible for providing Guests with accurate information regarding the Event schedule, audience profile, and any changes thereto at least 48 hours before the Event.

3.6 Event Changes and Postponements

3.6.1 Organizers must notify Guests and Guestify promptly of any changes to Event date, venue, or format. Changes made within 15 days of the Event shall be treated as a cancellation under Section 6.

3.6.2 Organizers and Guests may agree to reschedule a Booking by mutual written consent through the Platform. Any rescheduling shall be subject to Guest availability and may be subject to an administrative rescheduling fee charged by Guestify.

3.7 Virtual and Hybrid Events

3.7.1 Organizers hosting Virtual or Hybrid Events are responsible for providing Guests with all necessary technical information, access credentials, platform details, and technical support requirements at least 72 hours before the Event.

3.7.2 Organizers bear sole responsibility for technical infrastructure, connectivity, streaming quality, and the digital delivery of Virtual and Hybrid Events. Guestify accepts no liability for technical failures in such Events.

SECTION 4: GUEST TERMS

4.1 Guest Registration and Profile

4.1.1 Guests must register a verified professional profile that accurately reflects their expertise, credentials, professional background, areas of speaking, and availability.

4.1.2 Guests warrant that all information contained in their profile, including testimonials, credentials, institutional affiliations, publications, and achievements, is truthful, accurate, and current.

4.1.3 Guests must promptly update their profiles to reflect changes in availability, expertise, or contact information. Profiles containing materially false information may be suspended or removed.

4.2 Honorarium and Fee Setting

4.2.1 Guests may set their own Honorarium rates, packages, and participation requirements on the Platform. Guestify does not regulate or fix Guest fees.

4.2.2 Guests acknowledge that Guestify may charge Platform Fees or commissions on transactions, which shall be disclosed at the time of Booking.

4.3 Availability and Calendar Management

4.3.1 Guests are responsible for maintaining accurate and up-to-date availability calendars on the Platform. Acceptance of a Booking on a date marked as available creates a binding obligation to participate.

4.3.2 Guests must not accept Bookings for dates on which they have prior commitments that would prevent their participation.

4.4 Acceptance and Participation Obligations

4.4.1 Upon acceptance of a Booking and receipt of Booking Confirmation, the Guest is contractually obligated to participate in the Event as agreed.

4.4.2 Guests must confirm receipt of the Event brief, schedule, technical requirements, and audience profile provided by the Organizer.

4.4.3 Guests must participate professionally, diligently, and in good faith, meeting the agreed duration, topic, format, and delivery mode.

4.5 Guest Requirements

4.5.1 Guests may specify their travel, accommodation, technical, and other requirements on their profile or during Booking negotiations. All such requirements must be communicated and agreed through the Platform before Booking Confirmation.

4.5.2 Organizers are responsible for fulfilling agreed Guest requirements. Failure by the Organizer to meet material agreed requirements shall give the Guest the right to cancel without penalty, subject to Guestify's determination.

4.6 Independent Contractor Status

4.6.1 Guests are independent contractors and not employees, agents, partners, or representatives of Guestify. Guestify has no control over, and no responsibility for, the content, quality, or manner of delivery of any Guest's participation.

4.6.2 Guests are solely responsible for their own taxes, social security contributions, professional insurance, regulatory compliance, and professional indemnity obligations.

4.6.3 Nothing in these Terms shall be construed to create an employment relationship, joint venture, or agency relationship between Guestify and any Guest.

4.7 Content and Intellectual Property at Events

4.7.1 Guests retain ownership of their original intellectual property, including presentations, materials, and content created independently of the Booking.

4.7.2 Guests grant Event Organizers a limited, non-exclusive licence to use content delivered at the Event solely for the purpose of that Event, unless a broader licence is separately agreed in writing.

4.7.3 Any recording, broadcast, or reproduction of a Guest's participation requires the Guest's prior written consent, which may be specified in the Booking terms or agreed separately.

SECTION 5: BOOKING AND PAYMENT TERMS

5.1 Booking Process

5.1.1 A Booking is initiated when an Event Organizer sends a formal invitation to a Guest through the Platform.

5.1.2 A Booking is confirmed only when:

- The Guest formally accepts the invitation through the Platform; and
- The Organizer makes the Advance Payment of 30% of the total agreed Honorarium; and
- Guestify issues a Booking Confirmation to both parties.

5.1.3 An invitation, discussion, or negotiation not resulting in a Booking Confirmation does not create any binding obligation on either party.

5.2 Payment Schedule

5.2.1 Advance Payment (30%): Payable by the Organizer at the time of Booking Confirmation. The Booking is not confirmed until this payment is received.

5.2.2 Balance Payment (70%): Payable by the Organizer no later than 48 hours before the scheduled start time of the Event. Failure to make the Balance Payment by this deadline shall entitle the Guest to withdraw from the Booking, and the Organizer shall forfeit all amounts paid.

5.2.3 All payments must be made through the Platform's designated payment channels. Payments made outside the Platform shall not be recognised or protected by these Terms.

5.3 Payment Processing

5.3.1 Guestify facilitates payments between Organizers and Guests but does not hold funds as an escrow agent. Guest payouts shall be processed within the timeframes specified in the Platform's payment policy.

5.3.2 All payments are subject to applicable taxes and may be subject to currency conversion charges, which shall be borne by the paying party.

5.3.3 Guestify accepts no liability for delays in payment processing attributable to third-party payment providers, banking institutions, or technical failures beyond Guestify's reasonable control.

5.4 Tax Responsibilities

5.4.1 Guests are solely responsible for determining, declaring, and remitting all applicable taxes on their Honorarium, including income tax, GST, VAT, service tax, or any withholding tax as required by their applicable jurisdiction (Keralam, India).

5.4.2 Organizers are responsible for any applicable withholding taxes or transaction taxes as required by their jurisdiction (Keralam, India). Guestify may provide documentation to facilitate compliance but does not provide tax advice.

5.4.3 Guestify shall not be responsible for any tax liability, penalty, or interest arising from any User's failure to comply with tax obligations.

5.5 Payment Disputes

5.5.1 Guestify provides facilitation tools for payment disputes but is not a financial arbitrator. Disputes between Organizers and Guests regarding payment are their sole responsibility to resolve.

5.5.2 Guestify may, at its absolute discretion, assist in mediation of payment disputes but shall not be liable for any unresolved amounts.

5.5.3 Users agree not to initiate chargebacks or payment reversals through their payment providers without first engaging Guestify's Dispute Resolution Procedure under Section 11.

SECTION 6: CANCELLATION AND REFUND POLICY

6.1 Organizer Cancellations

If an Event Organizer cancels a confirmed Booking, the following refund policy shall apply:

- More than 30 days before the Event: Full refund of the Advance Payment (30%), less a non-refundable Platform Fee of 5% of the total Honorarium.
- 15 to 30 days before the Event: Refund of 50% of the Advance Payment. The remaining 50% is forfeited. Platform Fees are non-refundable.
- 7 to 14 days before the Event: No refund of the Advance Payment. The Guest retains the full Advance Payment as a cancellation fee.
- Less than 7 days before the Event: No refund. The Organizer remains liable for the full Honorarium. The Guest shall be entitled to retain the Advance Payment and pursue the outstanding Balance Payment through Guestify's Dispute Resolution Procedure.

6.1.1 Platform Fees are non-refundable in all cases of Organizer cancellation.

6.1.2 Cancellations must be submitted formally through the Platform. Verbal or external communications do not constitute a valid cancellation notice.

6.2 Guest Cancellations

If a Guest cancels a confirmed Booking, the following policy shall apply:

- More than 30 days before the Event: Full refund of the Advance Payment to the Organizer, less the Platform Fee. Guest is not liable for additional penalty.
- 15 to 30 days before the Event: Refund of 50% of the Advance Payment to the Organizer. Guest must facilitate the identification of a Replacement Guest where possible.
- Less than 15 days before the Event: No refund. Organizer retains the Advance Payment. Guest may be liable for actual damages incurred by the Organizer, including reasonable Event logistics costs, subject to Guestify's Dispute Resolution findings. Guest must make all reasonable efforts to identify a Replacement Guest.

6.2.1 A Guest who cancels three or more confirmed Bookings within a 12-month period without valid documented reasons may have their account suspended or permanently removed from the Platform.

6.3 Replacement Guest Procedures

6.3.1 In cases of Guest cancellation, Guestify may assist the Organizer in identifying a suitable Replacement Guest of comparable profile. Guestify does not guarantee the availability or suitability of a Replacement Guest.

6.3.2 Any Replacement Guest engagement is subject to a fresh Booking process, including payment of Platform Fees.

6.4 Rescheduling

6.4.1 Organizers and Guests may mutually agree to reschedule a Booking through the Platform, subject to Guest availability. Rescheduling requests must be submitted at least 15 days before the original Event date.

6.4.2 A rescheduling agreed between the parties is not treated as a cancellation and no cancellation penalties apply, subject to Guestify's approval.

6.4.3 Any rescheduled Event must take place within 12 months of the original Event date.

6.5 Force Majeure Cancellations

6.5.1 Where an Event is cancelled due to a verified Force Majeure Event, Guestify shall endeavour to facilitate a rescheduling or an equitable partial refund arrangement between the parties. Guestify's determination of what constitutes a Force Majeure Event for these purposes shall be final.

6.5.2 Force Majeure cancellations do not exempt either party from Platform Fee obligations.

6.6 No-Show Policy

6.6.1 Guest No-Show: If a Guest fails to appear at a confirmed Event without prior notice, the Organizer retains the Advance Payment, and the Guest shall forfeit any entitlement to the Balance Payment. The Guest's account shall be flagged for review and may be suspended.

6.6.2 Organizer No-Show: If an Organizer fails to hold a confirmed Event without prior notice, the Guest shall be entitled to the full outstanding Balance Payment and may retain the Advance Payment. The Organizer's account shall be flagged for review.

SECTION 7: PLATFORM FEES

7.1 Fee Structure

7.1.1 Guestify may charge any combination of the following fees, as disclosed on the Platform at the time of Booking or subscription:

- Subscription Fees payable by Organizers and/or Guests for Platform access.
- Transaction Fees payable on confirmed Bookings.
- Commission Fees calculated as a percentage of the Honorarium.
- Service Charges for premium features or enhanced visibility.
- Administrative Fees for rescheduling, dispute processing, or other services.

7.2 Non-Refundability

7.2.1 All Platform Fees are non-refundable, except where Guestify determines otherwise in its sole discretion or as required by applicable law.

7.2.2 Platform Fees are due and payable regardless of whether an Event takes place, is cancelled, or is rescheduled, unless expressly stated otherwise.

7.3 Fee Changes

7.3.1 Guestify reserves the right to modify its fee structure at any time upon reasonable notice to Users. Continued use of the Platform after such notice constitutes acceptance of the revised fees.

SECTION 8: LIABILITY AND INDEMNITY

8.1 Limitation of Liability

8.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUESTIFY SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profits, revenue, goodwill, data, or opportunity, arising from or related to the use of the Platform.
- The conduct, performance, or actions of any Guest or Event Organizer.
- The quality, accuracy, suitability, or fitness for purpose of any Guest's participation.
- The success, quality, safety, legality, or outcome of any Event.
- Any payment dispute between an Organizer and a Guest.
- Technical failures, internet disruptions, or platform downtime.
- Loss or damage arising from Force Majeure Events.
- Any representations or warranties made by Users to other Users on the Platform.

8.1.2 Where Guestify's liability cannot be fully excluded by law, Guestify's aggregate liability for all claims arising out of or in connection with the Platform shall not exceed the total Platform Fees paid by the claimant User in the three (3) months immediately preceding the event giving rise to the claim.

8.2 Disclaimer of Warranties

8.2.1 THE PLATFORM IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT.

8.2.2 GUESTIFY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2.3 GUESTIFY DOES NOT PROVIDE PROFESSIONAL ADVICE OF ANY KIND, INCLUDING LEGAL, FINANCIAL, MEDICAL, OR PROFESSIONAL EXPERTISE THROUGH THE PLATFORM.

8.3 Indemnification

8.3.1 Each User agrees to indemnify, defend, and hold harmless Guestify and its directors, officers, employees, agents, licensors, and service providers from and against all claims, liabilities, damages, judgments, penalties, losses, costs, and expenses (including reasonable legal fees) arising from or relating to:

- The User's breach of these Terms and Conditions.
- The User's violation of any applicable law or third-party rights.
- Any Content submitted by the User to the Platform.
- The User's conduct in connection with any Event or Booking.
- Any claim by a third party arising from the User's use of the Platform.

8.3.2 Guestify reserves the right to assume exclusive control of the defence of any matter subject to indemnification by the User, at the User's expense.

8.4 Content Moderation

8.4.1 Guestify reserves the right, but has no obligation, to monitor, review, edit, remove, or reject any Content submitted to the Platform that Guestify, in its sole discretion, considers to be in violation of these Terms, unlawful, harmful, misleading, defamatory, or otherwise objectionable.

8.4.2 Guestify shall not be liable for any failure to monitor, remove, or act upon any Content.

8.5 Health, Safety and Emergency Situations

8.5.1 Event Organizers are solely responsible for the health, safety, and welfare of all persons attending their Events, including Guests, and must comply with all applicable health and safety laws and regulations.

8.5.2 In the event of a medical emergency, natural disaster, civil unrest, or any other emergency during an Event, the Organizer bears sole responsibility for appropriate emergency response measures.

8.5.3 Guestify shall not be liable for any injury, illness, death, or other harm arising from or in connection with any Event.

SECTION 9: INTELLECTUAL PROPERTY

9.1 Guestify's Intellectual Property

9.1.1 The Platform, including its design, software, algorithms, branding, trademarks, trade names, logos, domain names, and proprietary content, is owned exclusively by Guestify and is protected by applicable intellectual property laws.

9.1.2 Users are granted a limited, non-exclusive, non-transferable, revocable licence to use the Platform solely for its intended purposes in accordance with these Terms. No other rights are granted.

9.1.3 Users must not reproduce, copy, distribute, modify, reverse-engineer, disassemble, or create derivative works from any part of the Platform without Guestify's prior written consent.

9.2 User Content Licence

9.2.1 By submitting Content to the Platform, Users grant Guestify a non-exclusive, worldwide, royalty-free, transferable licence to use, reproduce, display, adapt, and distribute such Content for the purposes of operating, promoting, and improving the Platform.

9.2.2 Users warrant that they have all necessary rights to grant this licence and that their Content does not infringe any third-party intellectual property rights.

9.3 Recording and Content Usage Rights

9.3.1 Organizers may not record, broadcast, stream, or reproduce a Guest's presentation, keynote, or participation at an Event without the Guest's prior written consent.

9.3.2 Where recording rights are agreed as part of the Booking, the scope, duration, and permitted uses of recordings must be expressly specified in the Booking terms.

9.3.3 Unauthorised recording or distribution of a Guest's participation may constitute infringement of the Guest's intellectual property and/or moral rights, for which the Organizer shall be solely liable.

SECTION 10: PRIVACY AND DATA USE

10.1 Data Collection and Processing

10.1.1 Guestify collects, processes, and stores personal data in accordance with its Privacy Policy, which forms an integral part of these Terms and Conditions. By using the Platform, Users consent to such collection and processing.

10.1.2 Guestify processes personal data as a data controller and implements appropriate technical and organisational measures to protect personal data from unauthorised access, loss, or disclosure.

10.1.3 Users acknowledge that Guestify may share personal data with third-party service providers, payment processors, and regulatory authorities where required by law or these Terms.

10.2 User Consent

10.2.1 By registering on the Platform, Users explicitly consent to:

- The collection and processing of their personal data as described in the Privacy Policy.
- Receiving transactional, operational, and marketing communications related to the Platform.
- Their profile information being visible to other Users on the Platform.

10.2.2 Users may withdraw consent for marketing communications at any time through their account settings without prejudice to the lawfulness of processing prior to withdrawal.

10.3 Data Retention and Rights

10.3.1 Guestify retains personal data for as long as necessary to provide the Platform services, comply with legal obligations, and resolve disputes. Users have the right to access, rectify, or request deletion of their personal data in accordance with applicable data protection laws.

SECTION 11: DISPUTE RESOLUTION

11.1 Anti-Circumvention and Non-Solicitation

11.1.1 Users agree that they shall not, directly or indirectly, attempt to circumvent, bypass, or avoid Guestify's role as platform facilitator in any transaction that originates from a connection made through the Platform.

11.1.2 Users are prohibited from engaging in Direct Dealings — meaning any invitation, negotiation, engagement, or transaction between an Organizer and a Guest that was introduced through the Platform outside the Platform for a period of 24 months from the date of first contact through the Platform.

11.1.3 Any Booking that results from a connection made on the Platform, regardless of where the final agreement is concluded, shall be subject to these Terms, including Platform Fee obligations.

11.1.4 Guestify reserves the right to pursue injunctive relief, damages, and recovery of Platform Fees from any User found to be in breach of this clause.

11.2 Informal Resolution

11.2.1 Users are encouraged to resolve disputes directly through the Platform's messaging and negotiation tools in the first instance.

11.2.2 If a dispute cannot be resolved informally within 15 days, either party may submit a formal dispute to Guestify through the Platform's Dispute Resolution Centre.

11.3 Guestify Mediation

11.3.1 Guestify may, in its absolute discretion, offer mediation assistance between disputing Users. Guestify's mediation decisions are advisory and non-binding unless both parties agree otherwise in writing.

11.3.2 Guestify's involvement in mediation does not constitute acceptance of liability for any matter in dispute.

11.4 Binding Arbitration

11.4.1 Any dispute, controversy, or claim arising out of or relating to these Terms, the Platform, any Booking, or any breach thereof, which cannot be resolved through informal negotiation or Guestify mediation, shall be finally resolved by binding arbitration in accordance with the arbitration rules applicable in the governing jurisdiction (Kerala, India).

11.4.2 Arbitration shall be conducted by a single arbitrator agreed upon by the parties, or failing agreement, appointed by an appropriate arbitral institution.

11.4.3 The arbitration shall be conducted in English. The arbitral award shall be final and binding and may be enforced in any court of competent jurisdiction (Keralam, India).

11.4.4 Users waive any right to participate in class action litigation or class-wide arbitration in connection with any dispute arising from the Platform.

11.4.5 Nothing in this clause shall prevent Guestify from seeking urgent injunctive or equitable relief from a court of competent jurisdiction (Keralam, India).

SECTION 12: GOVERNING LAW

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Government of India, at keralam, India, without regard to its conflict of law principles.

12.2 For Users in jurisdictions with mandatory consumer protection or employment laws that cannot be waived by contract, those laws shall apply to the extent required, and these Terms shall be interpreted consistently with such laws to the maximum extent permissible.

12.3 Subject to the Arbitration Clause in Section 11.4, any dispute not subject to arbitration shall be submitted to the exclusive jurisdiction of the courts of [Keralam, India].

12.4 Guestify's failure to enforce any provision of these Terms shall not be deemed a waiver of that provision.

SECTION 13: MISCELLANEOUS PROVISIONS

13.1 Force Majeure

13.1.1 Neither party shall be liable for any failure or delay in performance of their obligations under these Terms (other than payment obligations) to the extent such failure or delay is caused by a Force Majeure Event, provided that the affected party gives prompt notice to the other party and uses reasonable efforts to mitigate the impact.

13.1.2 If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate the affected Booking by written notice, subject to equitable adjustment of payments by Guestify's determination.

13.2 Travel and Accommodation

13.2.1 Unless otherwise agreed in writing as part of the Booking, Guests are responsible for their own travel arrangements and costs. Where travel and accommodation are to be provided by the Organizer, such obligations must be expressly specified in the Booking terms.

13.2.2 Guestify is not responsible for any travel delays, cancellations, lost luggage, or other travel-related disruptions affecting a Guest's ability to participate in an Event.

13.2.3 Where travel disruptions prevent a Guest from attending an Event despite reasonable efforts, this shall be treated as a Force Majeure cancellation under Section 6.5.

13.3 Severability

13.3.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable by a competent court or arbitral tribunal, that provision shall be severed and the remaining provisions shall continue in full force and effect.

13.4 Entire Agreement

13.4.1 These Terms and Conditions, together with the Privacy Policy and any Booking Confirmation, constitute the entire agreement between Guestify and the User in relation to the Platform and supersede all prior agreements, representations, and understandings.

13.5 Waiver

13.5.1 No failure or delay by Guestify in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, and no single or partial exercise of any right shall preclude any further exercise of that or any other right.

13.6 Assignment

13.6.1 Users may not assign or transfer their rights or obligations under these Terms without Guestify's prior written consent. Guestify may assign these Terms or any of its rights hereunder to any affiliate or successor entity without notice.

13.7 Notices

13.7.1 All formal notices under these Terms shall be delivered through the Platform's official communication channels or to Guestify's registered contact address. Notices sent by email to a User's registered email address shall be deemed received within 24 hours of sending.

13.8 Language

13.8.1 These Terms are executed in English. In the event of any conflict between an English version and any translated version, the English version shall prevail.

13.9 Feedback and Reviews

13.9.1 Users acknowledge that the Platform may include a review and rating system. Reviews must be honest, accurate, and based on genuine experience. Fabricated, misleading, or defamatory reviews are prohibited and may result in account suspension.

13.9.2 By submitting a review, Users grant Guestify the right to publish and use the review on the Platform and in marketing materials.