

## TERMS & CONDITIONS

Last updated: [June 2026]

### 1) Who We Are and How These Terms Work

These Terms and Conditions ("Terms") govern your access to and use of GotchaBooking's website, apps, and services (collectively, the "Platform"). The Platform enables users / clients to discover and book services offered by third-party providers, including stays/accommodation, transportation, dining & restaurants, tours & local experiences, events & conferences, and VIP premium concierge services (collectively, the "Services").

By using the Platform, you agree to these Terms and to our Privacy Notice and Cookie Notice (collectively, the "Policies"), which are incorporated by reference.

### 2) Our Role

GotchaBooking operates as an online marketplace/intermediary under the administrative and support industry category of the Securities & Exchange Commission (SEC) of the Philippines. Except where we expressly state that GotchaBooking is the merchant of record for a specific item, the Services are provided by independent third-party suppliers ("Providers" or "Partners"). Providers are solely responsible for their listings, regulatory compliances, safety, quality, and fulfillment.

### 3) Eligibility & Accounts

- You must be at least 18 years old (or legal age in your country).
- You agree to provide accurate information, maintain only one account, and keep your credentials secure.
- We may verify identity (including KYC for high-value concierge transactions) and may suspend/terminate accounts for breach, fraud, or unlawful use.
- Residents of the EEA/UK/Switzerland may use the Platform provided cross-border data transfer consent is accepted (see §15).

### 4) Booking Process

- A booking becomes binding upon receipt of our booking confirmation (email/in-app) and, if applicable, full or partial payment.
- Special requirements (e.g., accessibility, dietary needs, child policies) must be declared before booking and remain subject to Provider confirmation.
- Some Services require you to meet eligibility conditions (e.g., age, licenses, attire, health/fitness). Failure to meet them may be treated as a no-show.

### 5) Prices, Fees, and Taxes

- By default, prices are in PHP. We endeavor to make the prices available in USD, EUR, GBP, or CHF depending on your location and may include applicable VAT, sales, or local taxes.
- Any service or processing fee charged by GotchaBooking will be disclosed at checkout.
- Obvious pricing errors are not binding; we reserved the right to cancel and refund such bookings.

### 6) Payments, Security & Billing

- Payments are processed securely through licensed payment providers (compliant with PSD2 / BSP Reg. 1055).
- You authorize GotchaBooking or its payment processor to charge the specified amount, including applicable taxes and fees.
- For EU/UK/Swiss users: refunds (if due) will be issued via the same payment method unless otherwise agreed.
- We comply with strong customer authentication (SCA) and PCI DSS security standards.
- Chargebacks/Disputes: You agree to first contact us to resolve issues before initiating a chargeback.

### 7) Cancellations, Amendments & Refunds

#### General Policy

- Refunds and cancellations shall be handled in accordance with applicable laws, the specific terms of each service Provider, and this platform's policy.
- Platform users/clients must review the cancellation terms displayed at the time of booking before finalizing any transaction.

#### Eligibility for Refunds

Subject to Provider's specific policy, refunds may be granted in the following situations:

- *Service provider-initiated cancellations – If the booking cannot be fulfilled due to the fault, unavailability, or business decision of the provider.*

- *Force majeure events – When circumstances beyond control (such as natural disasters, government restrictions or other unforeseen events) make the service impossible to deliver.*
- *Defective or misrepresented services – If the delivered service is materially different from what was advertised or agreed upon.*

Once the free cancellation period has ended, refunds will no longer be available. No-show policy: full payment.

*A platform service fee of Php150 is charged to each cancelled booking; this is non-refundable regardless of the reason of cancellation.*

Refunds are issued to the original payment method whenever possible. Refunds will be processed promptly: within 3-15 days of valid cancellation. Banks/payment providers may take additional time to post the funds.

### **Non-Refundable Transactions**

Certain bookings, such as promotional rates, last-minute deals, or special event tickets or holding booking confirmation may be expressly non-refundable. These shall be clearly labeled as such on the booking page.

### **Process and Timelines**

- Refund requests must be submitted through the platform's official support channel (email to [support@gotchabooking.com](mailto:support@gotchabooking.com)) within the period stated in the booking confirmation.
- Once verified, approved refund or rebooking as appropriate shall be processed within 10 to 15 business days, depending on the payment method used.
- The platform reserves the right to deduct applicable administrative or transaction fees where permitted by law.

### **Dispute Resolution**

In case of disagreement, consumers may file a complaint through the platform's customer service team. Unresolved disputes may be referred to the Department of Trade and Industry (DTI) or other competent authorities for mediation or adjudication pursuant to RA 7394.

### **Compliance Statement**

This platform upholds the rights of consumers under the Consumer Act of the Philippines, including the right to information, the right to choose, and the right to redress. All refund and cancellation practices shall be transparent, fair, and non-deceptive.

## **8) Service-Specific Conditions**

### *Stays / Accommodation*

- Guests must comply with house rules (occupancy limits, IDs at check-in, noise, smoking, pets).
- Security deposits and post-stay damage/extra cleaning charges may apply.
- Providers are responsible for Department of Tourism (DOT), DTI, DOLE and other required regulations and local permits; you may be refused check-in if requirements are not met.
- Cancellation, rebooking, and refund policies vary by Provider; this is specified on each package offered.

### *Transportation*

- Schedules are subject to change; check pre-departure requirements (IDs, baggage rules, check-in cut-offs).
- We are not a common carrier and do not provide transport; liability rests with the Transport Provider.
- Providers are responsible for compliance with LTRFB, MARINA, Civil Aeronautics Board (CAB), CAAP, port/airport as well as and other required regulations and local ordinances, as appropriate.
- Cancellation, rebooking, and refund policies vary by Provider; this is specified on each package offered.

### *Restaurants*

- Seating times, dress codes, and prepaid menus or minimum spends may apply.
- Disclose allergies/dietary restrictions in advance; Providers manage food safety compliance (DOH/DA regulations).
- Food providers must comply with DOH/DA.
- Cancellation, rebooking, and refund policies vary by Provider; this is specified on each package offered.

### *Tours & local experiences*

- You must meet fitness/safety requirements and follow guide instructions.
- Outdoor activities carry inherent risks (weather, terrain, wildlife, sea conditions). You accept those risks and are advised to secure personal travel insurance.
- Providers must hold relevant accreditations/licenses (e.g., DOT-accredited agencies/guides, etc).
- Cancellation, rebooking, and refund policies vary by Provider; this is specified on each package offered.

### *Events & conferences*

- Upfront retainers and success fees may apply as required by the Providers.
- Providers will communicate timelines for design approvals, menu tasting, rehearsal, and site inspection.

- Client-requested changes (e.g., headcount, décor, menu, layout) must be submitted within the agreed lead time; extra costs may apply.
- Significant changes (venue, theme, supplier substitutions) are subject to Provider availability and may require updated quotes.
- Providers shall notify the User promptly of unforeseen constraints (weather, supplier delays, logistics) and propose reasonable alternatives.
- Cancellation, rebooking, and refund policies vary by Provider; this is specified on each package offered. Typically:
  - 90 days before event: partial refund (less admin/transaction fees).
  - 30–89 days: 50% refund.
  - <30 days: non-refundable.
- Postponement may be allowed once (subject to date availability) and may incur rescheduling fees.
- Any third-party prepayments (flowers, custom décor, imported materials) are non-refundable once ordered.
- Provider may cancel only for force majeure, unlawful activities, or unpaid balance after due notice.
- Provider must offer a full refund or reschedule at no additional cost if cancellation is due to their fault.

#### *VIP Premium Concierge*

- Requests are handled on a best-efforts basis and subject to availability and third-party acceptance.
- Upfront retainers and success fees may apply; certain luxury, charter, or hard-to-get items and bespoke services are strictly non-refundable once sourced.
- We may require identity and payment verification and reserve the right to decline requests that are unlawful, unsafe, or impractical.

### **9) User Obligations & Acceptable Use**

- Use the Platform lawfully and respectfully.
- Provide accurate information; do not engage in fraud, misuse, resale/scalping of bookings, or unlawful activity.
- Respect local laws, cultural norms, and LGU ordinances.
- You are responsible for your group and invitees under the booking. Providers may refuse service for violations.
- You are responsible for your travel documents, visas, and insurance.

### **10) Special Notices (Philippine Law & Compliance)**

- Consumer Protection: These Terms operate subject to the Consumer Act of the Philippines (RA 7394) and related DTI rules.
- E-Commerce & E-Signatures: Transactions and notices may be electronic under the E-Commerce Act (RA 8792).
- Tourism: Providers should comply with the Tourism Act (RA 9593) and DOT rules.
- Data Privacy: We process personal data under the Data Privacy Act of 2012 (RA 10173) and its IRR. See our Privacy Notice for details and your rights.
- Receipts/Invoices: Official Receipts and/or Sales Invoices will be issued by GotchaBooking digitally by email as applicable under BIR rules.
- Sanctions & AML: We may screen transactions for sanctions or AML concerns (per AMLA – RA 9160, as amended) and may decline or report suspicious activity.

### **11) Third-Party Content & Intellectual Property**

- Listings, images, ratings, and descriptions are supplied by Providers or users; we do not guarantee accuracy but act reasonably to remove misleading content. Bring to our attention by email to [admin@gotchabooking.com](mailto:admin@gotchabooking.com) the soonest time possible.
- The Platform (code, design, trademarks, content) is owned by GotchaBooking or its licensors. You receive a limited, non-exclusive, revocable license to use it per these Terms.
- By providing photos and/or videos, you grant GotchaBooking a non-exclusive, royalty-free, and worldwide right to use, reproduce, edit, and publish this content across our communication channels. This includes, but is not limited to, our social media platforms (such as Instagram, TikTok, Facebook, YouTube, X, LinkedIn, among others), website, newsletters, and other digital marketing campaigns.

### **12) Ratings, Reviews, and User Content**

- Reviews must be truthful, relevant, and lawful and may not include personal data of others without consent.
- You grant GotchaBooking a worldwide, royalty-free license to use your submitted content for Platform purposes (display, marketing, improvement).

### **13) Liability, Insurance & Indemnity**

- Disclaimer: Except as required by law, the Platform and Services are provided “as is” and “as available.” We do not warrant uninterrupted or error-free operation or guarantee Provider performance.
- Provider Liability: Providers are solely responsible for delivering their Services and for any injury, loss, or damage arising from them.
- Our Liability Cap: To the maximum extent permitted by law, our aggregate liability for any claim related to a booking is limited to the total amount you paid to us for that booking.
- Exclusions: We are not liable for indirect, incidental, or consequential losses (e.g., lost profits, missed flights/connections), unless prohibited by law.
- Insurance: We recommend you obtain adequate travel/health/accident insurance appropriate to your activities.

- Indemnity: You agree to indemnify and hold harmless GotchaBooking, its affiliates, and staff against claims arising from your breach of these Terms, unlawful acts, or misuse of the Platform.

#### **14) Force Majeure**

Neither GotchaBooking nor Providers / Partners are liable for failure or delay due to events beyond reasonable control (e.g., natural disasters, public health emergencies, government actions, strikes, power/telecom outages, severe weather, war/civil unrest). Remedies may include rebooking, credits, or refunds as set by Provider policy and applicable law.

#### **15) Privacy & Cookies**

We collect and process personal data for booking, customer support, fraud prevention, analytics, and marketing in line with the Data Privacy Act (RA 10173). You have rights to access, correct, delete, and object to processing, and to lodge complaints with the National Privacy Commission. See our Privacy Notice for details, including cross-border transfers and data retention. We use cookies/SDKs; you can manage preferences via our Cookie Notice and consent tools.

#### **16) Fraud, Safety & Prohibited Uses**

- No illegal items/activities (e.g., wildlife trafficking, illicit substances, child sexual exploitation, gambling, sanctions evasion).
- For safety-critical activities, follow Provider guidance and use required gear.
- We may suspend or cancel bookings/accounts for suspected fraud, abuse, or safety risks.

#### **17) Changes, Availability & Maintenance**

We may update the Platform or modify these Terms from time to time. The version posted at the time of booking applies to that booking; continued use after changes constitutes acceptance of updated Terms.

#### **18) Communications & E-Documents**

You consent to receive electronic communications (email, SMS, in-app) related to bookings, service updates, and legal notices, consistent with RA 8792. Marketing messages are sent only with your consent and can be withdrawn at any time.

#### **19) Dispute Resolution**

- Customer Support First. Contact us at [admin@gotchabooking.com](mailto:admin@gotchabooking.com) with booking ID and details.
- If unresolved within 30 days, disputes shall be resolved by confidential arbitration under the Philippine Dispute Resolution Center, Inc. (PDRCI) Rules, seat in Taguig City, Metro Manila, proceedings in English, single arbitrator.
- You retain any non-waivable consumer rights under Philippine law (e.g., filing with DTI/DoT, or courts with proper jurisdiction).
- For small monetary claims, parties may use the Small Claims procedure of the first-level courts where applicable.

#### **20) Governing Law & Venue**

These Terms are governed by the laws of the Republic of the Philippines. Subject to §19, the exclusive venue for court proceedings is the competent courts of Taguig City, Metro Manila.

#### **21) Miscellaneous**

- Severability: If any provision is invalid, the remainder remains effective.
- No Waiver: Failure to enforce a provision is not a waiver.
- Assignment: You may not assign rights/obligations without our consent; we may assign to an affiliate or successor.
- Entire Agreement: These Terms plus the Providers Policy provided at the booking-specific rules constitute the entire agreement between you and GotchaBooking OPC.

#### **Limitation of Liability**

- The platform does not own, manage, or control the Providers and therefore shall not be held liable for any loss, damage, injury, delay, or inconvenience resulting from the acts, omissions, negligence, misrepresentation, or default of any Provider or their employees.
- All arrangements are made subject to the terms and conditions imposed by the Providers, and the Customer agrees to be bound by such terms.

#### **Misrepresentation by Providers**

- Any descriptions, representations, or information regarding services, facilities, or amenities are based on information supplied by the Providers. The platform shall not be responsible for any inaccurate, outdated, or misleading statements made by the Providers or reflected in their materials or advertisements.
- In cases where a Provider fails to deliver the agreed services or misrepresents their offerings, the Customer's recourse shall be directly against the Provider concerned, and not against the Agency.

#### **Indemnity**

- The Customer agrees to indemnify and hold harmless GotchaBooking OPC, its officers, and employees from any claim, demand, loss, or liability (including legal fees) arising out of or in connection with:
  - Any act or omission of the Providers;
  - Any breach of the Providers' obligations; or
  - Any claim based on misrepresentation, non-performance, or unsatisfactory service by the Providers.

**Force Majeure**

- GotchaBooking shall not be liable for failure to perform any of its obligations due to force majeure, including but not limited to natural calamities, government restrictions, acts of terrorism, strikes, civil unrest, or other circumstances beyond its reasonable control.

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**Provider Annex (applies to all Providers using the Platform)**

1. **Compliance:** Providers attest they hold all required licenses, accreditations, permits, and insurance (e.g., DOT, LTRFB, MARINA, CAAP/CAB, LGU permits; FDA/DOH for food safety; BIR registration).
2. **Listing Accuracy:** Providers must ensure accurate, non-misleading descriptions, pricing, inclusions/exclusions, surcharges, and availability; promptly update for changes.
3. **Customer Care:** Providers will honor confirmed bookings, deliver Services with reasonable care and skill, and manage complaints in good faith.
4. **Cancellations/Changes:** Providers shall state clear policies that comply with RA 7394 and applicable sector rules; any overbooking is the Provider's responsibility.
5. **Data Privacy:** Providers are independent controllers/processors (as applicable) under RA 10173 and shall process data lawfully, securely, and only for booking purposes; cross-border transfers require adequate safeguards.
6. **Indemnity & Insurance:** Providers shall maintain appropriate public liability and, where relevant, passenger/occupier insurance and indemnify [Company Name] for claims arising from their Services.
7. **Taxes & Receipts:** Providers are responsible for tax compliance (BIR registration, VAT/percentage tax, tourism taxes) and issuance of official receipts/invoices where they are the merchants of record.
8. **Health & Safety:** Providers will implement reasonable safety protocols and comply with OSHS, food safety, maritime/aviation, and transport rules, and provide required safety equipment/briefings.
9. **Overseas/Foreign Providers (if any):** Must comply with Philippine consumer and data privacy standards for bookings targeting PH consumers.

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**Contact Us**

GotchaBooking OPC

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