

# Karta Guest Refund Policy

Last Updated: January 11, 2021

These terms and conditions govern Karta's policy for Guest refunds ("**Guest Refund Policy**") and the obligations of the Host associated with the Guest Refund Policy. The Guest Refund Policy applies in addition to Karta's Terms of Service ("**Karta Terms**"). The Guest Refund Policy is available to Guests who book and pay for an Accommodation through the Karta Platform and suffer a Travel Issue (as defined below). The Guest's rights under this Guest Refund Policy will supersede the Host's cancellation policy.

All capitalized terms shall have the meaning set forth in the Karta Terms or Payments Terms unless otherwise defined in this Guest Refund Policy.

**By using the Karta Platform as a Host or Guest, you are indicating that you have read and that you understand and agree to be bound by this Guest Refund Policy.**

## 1. Travel Issue

A "**Travel Issue**" means any one of the following:

(a) the Host of the Accommodation (i) cancels a booking shortly before the scheduled start of the booking, or (ii) fails to provide the Guest with the reasonable ability to access the Accommodation (e.g. does not provide the keys and/or a security code).

(b) the Listing's description or depiction of the Accommodation is materially inaccurate with respect to:

- the size of the Accommodation (e.g., number and size of the bedroom, bathroom and/or kitchen or other rooms),
- whether the booking for the Accommodation is for an entire home, private room or shared room, and whether another party, including the Host, is staying at the Accommodation during the booking,
- special amenities or features represented in the Listing are not provided or do not function, such as decks, pools, hot tubs, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/refrigerator or major other appliances), and electrical, heating or air conditioning systems, or
- the physical location of the Accommodation (proximity).

(c) at the start of the Guest's booking, the Accommodation: (i) is not generally clean and sanitary (including unclean bedding and/or bathroom towels); (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Guest's stay at the Accommodation in Karta's judgment, or (iii) has vermin or contains pets not disclosed in the Listing.

## 2. The Guest Refund Policy

If you are a Guest and suffer a Travel Issue, you are covered by this policy as follows:

**Up to 24 hours after check-in.** If you report a Travel Issue up to 24 hours after check-in, we agree, at our discretion, to either (i) reimburse you the amount paid by you through the Karta Platform (“**Total Fees**”), or (ii) use our reasonable efforts to help you find and book for any unused nights left in your booking another Accommodation which is reasonably comparable to or better than the Accommodation described in your original booking in terms of size, rooms, features and quality. Karta shall decide whether an issue reported by a Guest qualifies as a Travel Issue, whether to reimburse or rebook a Guest who suffers a Travel Issue, and whether an alternate Accommodation is comparable or better.

**More than 24 hours after check-in.** If you report a Travel Issue more than 24 hours after check-in, we agree, at our discretion, to either (i) reimburse you up to the Total Fees depending on the nature of the Travel Issue suffered, or (ii) use our reasonable efforts to help you find and book another Accommodation for any unused nights left in your booking which is reasonably comparable to the Accommodation described in your original booking in terms of size, rooms, features and quality.

Karta’s decisions under the Guest Refund Policy are final and binding on Guests and Hosts but do not affect other contractual or statutory rights you may have. Any right that you may have to initiate legal action remains unaffected.

### **3. Conditions for making a Claim**

To submit a valid claim for a Travel Issue and receive the benefits with respect to your booking, you are required to meet each of the following conditions:

- (a) you must be the Guest that booked the Accommodation;
- (b) you must report the Travel Issue to us in writing or via telephone within 24 hours of discovering the existence of the Travel Issue, and you must provide us with information (including photographs, videos, or other written or tangible evidence) about the Accommodation and the circumstances of the Travel Issue;
- (c) you must respond to any requests by us for additional information or cooperation on the Travel Issue within the time specified by Karta;
- (d) you must not have directly or indirectly caused the Travel Issue (through your action, omission or negligence);
- (e) unless otherwise specified by Karta or Karta advises you that the Travel Issue cannot be remediated, you must use reasonable efforts to try to remedy the circumstances of the Travel Issue with the Host; and
- (f) in order to receive a reimbursement of Total Fees or assistance with booking an alternative Accommodation, you must agree to vacate the Accommodation. If you choose to stay in the Accommodation, you may still qualify for a partial refund at Karta’s discretion as described in this policy (regardless of whether you reported the Travel Issue up to 24 hours after check-in).

#### **4. Minimum Quality Standards, Host Responsibilities and Reimbursement to Guest**

4.1 If you are a Host, you are responsible for ensuring that the Accommodations you list on the Karta Platform are accessible, adequately and accurately described in the Listing description, safe and clean, and do not present a Guest with Travel Issues, as specified in these terms. During a Guest's stay at an Accommodation, Hosts should be available, or make a third-party available, in order to try, in good faith, to resolve any Travel Issues or other Guest issues.

4.2 If you are a Host, and if (i) Karta determines that a Guest has suffered a Travel Issue related to an Accommodation listed by you and (ii) Karta either reimburses that Guest (up to their Total Fees) or provides an alternative Accommodation to the Guest, you agree to reimburse Karta up to the amount paid by Karta within 30 days of Karta's request. If the Guest is relocated to an alternative Accommodation, you also agree to reimburse Karta for reasonable additional costs incurred to relocate the Guest. You authorize Karta Payments to collect any amounts owed to Karta by reducing your Payout or as otherwise permitted pursuant to the Payments Terms.

4.3 As a Host, you understand that the rights of Guests under this Guest Refund Policy will supersede your selected cancellation policy. If you dispute the Travel Issue, you may notify us in writing or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Travel Issue. In order to dispute a Travel Issue, you must use reasonable and good faith efforts to try to remedy any Travel Issue with the Guest unless Karta advises you that the Travel Issue cannot be remediated or the Guest has vacated the Accommodation.

#### **5. General Provisions**

5.1 No Assignment/No Insurance. This Guest Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Guest, and the Guest has not paid any premium in respect of the Guest Refund Policy. The benefits provided under this Guest Refund Policy are not assignable or transferable by you.

5.2 Modification or Termination. Karta reserves the right to modify or terminate this Guest Refund Policy, at any time, in its sole discretion. If Karta modifies this Guest Refund Policy, we will post the modification on the Karta Platform or provide you with notice of the modification and Karta will continue to process all claims for Travel Issues made prior to the effective date of the modification according to the then applicable policy.

5.3 Entire Agreement. This Guest Refund Policy constitutes the entire and exclusive understanding and agreement between Karta and you regarding the Guest Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Karta and you regarding the Guest Refund Policy.

#### **6. Contacting Karta**

If you have any questions about the Guest Refund Policy, please email us at [hello@karta.com](mailto:hello@karta.com).