

Terms & Conditions

Luna Glamping Inc. provides the content and services available on their website to you subject to the following terms and conditions, our Privacy Policy and other terms and conditions and policies which you may find throughout our website in connection with certain functionality, features or promotions as well as customer service, all of which are deemed a part of and included within these terms and conditions (collectively, "Terms and Conditions"). By accessing or using our website, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions.

1. Privacy

Please review our Privacy Policy for details about our personal information practices.

2. Accuracy of Information

We attempt to be as accurate as possible when describing our products on our website; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors, information or other content available on our website are accurate, complete, reliable, current, or error-free.

3. Intellectual Property

All information and content available on our website, including but not limited to trademarks, logos, service marks, text, graphics, photographs, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the "Content") is the property of Luna Glamping Inc., our affiliates, partners or licensors, and is protected by Canadian laws, including laws governing copyrights and trademarks. Our trademarks may not be used in any manner for any purpose without our express written consent. Except as required under applicable law, neither the Content nor any portion of our website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

4. Your Obligations and Responsibilities

In the access or use of our website, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on our website. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the website or any Content or services that may appear on our website and may not impair in any way the integrity or operation of our website. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to Luna Glamping Inc., its officers, directors, affiliates, partners or licensors.

5. Your Account

You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You are responsible for keeping such information current, complete, accurate and truthful. You agree to accept responsibility for all activities that occur under your account, username and/or password. You agree to provide only current, complete, accurate and truthful information. If you are accessing and using our website on someone else's behalf, you represent that you have the authority to bind that person as the principal to all Terms and Conditions provided herein, and to the extent you do not have such authority you agree to be bound to these Terms and Conditions and to accept liability for harm caused by any wrongful use of our website or Content resulting from such access or use. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms and Conditions are violated or if we decide, in our sole discretion, that it would be in Luna Glamping Inc.'s best interests to do so.

6. Third Party Links

websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from our website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit.

7. Special Features, Functionality and Events

Our website may offer certain special features and functionality or events (such as contests or other offerings) which may (a) be subject to terms of use, rules and/or policies in addition to or in lieu of these Terms and Conditions; and (b) be offered by us or by third parties. If so, we will notify you of this and if you choose to take advantage of these offerings, you agree that your use of those offerings will be subject to such additional or separate terms of use, rules and/or policies.

8. Submissions

It is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a worldwide, non-exclusive, unrestricted, royalty-free, perpetual, irrevocable, assignable right and licence to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as we see fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Submission (in whole or in part) in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Submission within or in connection with our products or services and you further waive any "moral rights" that you may have in the Submissions. You also acknowledge that your Submission will not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, without payment of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission and that you have the right to grant the foregoing rights to Luna Glamping Inc. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

9. User Content

When you transmit, upload, post, e-mail or otherwise make available data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials ("User Content") on our website, you are entirely responsible for such User Content. Such User Content constitutes a Submission under Section 8 above. This means that all third parties, not Luna Glamping Inc., are entirely responsible for all User Content that they post to our website. You agree not to engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing or otherwise making available on our website User Content that (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships; (c) is known by you to be false, inaccurate or misleading; (d) you were compensated for or granted any consideration by any third party; or (e) infringes any patent, trademark, trade secret, copyright or other proprietary or privacy rights of any party. In addition, you agree not to transmit, upload, post, e-mail, install, or otherwise make available any computer program or destructive software such as viruses, unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "spam." You further agree not to (i) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; (ii) "stalk" or otherwise harass including advocating harassment of another, entrap or harm any third party including harming minors in any way; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin

connected to our website, through password mining or any other means. We do not endorse or control the User Content transmitted or posted on our website and therefore, we do not guarantee the accuracy, integrity or quality of User Content. You understand that by using our website, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will we be liable in any way for any User Content, including, without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via our website. You acknowledge that we have the right (but not the obligation) in our sole discretion to refuse to post or remove any User Content and we reserve the right to change, condense, or delete any User Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, we have the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable and we reserve the right to refuse service and/or terminate accounts without prior notice for any users who violate these Terms and Conditions or infringe the rights of others.

10. Representations and Warranties; Limitation of Liability

The laws of Canada do not allow the exclusion or limitation of warranties, limitations of liability or certain damages. If these laws apply to you, some or all of the below exclusions or limitations may not apply to you and you may have additional rights. Our website is presented "as is." We make no representations, warranties or conditions of any kind whatsoever, express, implied or collateral, in connection with these terms and conditions or our website, including but not limited to warranties and conditions of merchantability, non-infringement or fitness for a particular or general purpose, except to the extent such representations, warranties and conditions are not legally excludable. You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any (a) interruption of business; (b) access delays or access interruptions to our website; (c) data non-delivery, misdelivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on our website; (e) computer viruses, system failures or malfunctions which may occur in connection with your use or misuse of our website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in content; or (g) events beyond our reasonable control. Further, to the fullest extent permitted by law, we will not be liable for any indirect, special, punitive, incidental, consequential damages of any kind, damages for lost profits, revenue or opportunity or for business interruption related to our website or your use thereof (or inability to use our website) regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages. You agree that no claims or action arising out of, or related to, the use of our website or these terms and conditions may be brought by you more than one year after the cause of action relating to such claim or action arose unless otherwise permitted under applicable statute of limitations.

11. Indemnification

You agree to defend, indemnify and hold us, our affiliates, officers, employees, agents and licensors harmless for any loss, damages, claims, fines, penalties or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your (or anyone acting under your password and user name) use of our website, any User Content made available on our website or breach of these Terms and Conditions. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

12. Disputes

Except in Quebec, with respect to any dispute regarding our website, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of the Province of Alberta, and the federal laws of Canada applicable therein, as if the Terms and Conditions were a contract wholly entered into and wholly performed within the Province of Alberta. Except in Quebec, to the fullest extent permitted by applicable law, any dispute relating in any way to your visit to our website shall be submitted to confidential arbitration in the Province of Alberta and you submit to the jurisdiction and proceedings thereof, except that, to the extent you have in any manner

award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to this Terms and Conditions, whether through class arbitration proceedings or otherwise. 13. Consent to Receive Notices Electronically by Posting on our website and Via Email Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms and Conditions or to the services offered by our website, by posting notices or links to such notices on our website itself. If you have any questions or comments regarding these Terms and Conditions please contact us at hello@lunaglamping.com . Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our Privacy Policy .

14. General

You acknowledge and agree that these Terms and Conditions and any and all other legal notices or statements posted on our website constitute the complete and exclusive agreement between us concerning your use of our website, and supersede and govern all prior proposals, agreements, or other communications. We reserve the right, in our sole discretion, to change or modify all or part of these Terms and Conditions at any time by posting the changes on our website and providing notice of such change. Except as may be prohibited by Quebec law, any changes are effective immediately upon posting to our website and release of notice of such change. Your continued use of our website thereafter constitutes your agreement to all such changed Terms and Conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of our website. We also reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our website (or any part thereof) with or without notice. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision. If you have any questions regarding these Terms and Conditions, please email us at hello@lunaglamping.com

Official source: <https://lunaglamping.com/terms-conditions/>