

1. TERMS AND CONDITIONS

We are Casas da Vila Limited (company number CNPJ 13.349.920/0001-61 and our address is 05, Acacias street, Centro, Trancoso, 458181-000 Bahia , Brazil (referred to as "we" or "us" or "our").

These terms and conditions are deemed to include our PRIVACY POLICY and are collectively known as the "Terms".

When you use this Site, you agree to be bound by these Terms. Please read these Terms carefully before you start to use our Site. If you do not agree to be bound by these Terms, you must not use this Site. A reference to "you" or "your" is a reference to the user of this Site.

Certain uses of this Site are prohibited and amount to a misuse of our systems and the Site.

We recommend that you print and keep a copy of these Terms; they are a legally binding agreement between you and us. We may change these Terms at our discretion by updating them on the Site. The then current version of these Terms will apply whenever you use this Site. Please check this page from time to time and take notice of any changes in OUR RIGHTS AND INTELLECTUAL PROPERTY.

The copyright and all other intellectual property rights in this Site (including all database rights, trade marks, service marks, trading names, text, graphics, code, files and links) belong to us or our

licensor(s). All rights are reserved.

If may download material from this Site for the sole purpose of using this Site. However, you must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site without our prior written consent.

The trademark and the word mark and logo "CASAS DA VILA " are our registered trade marks. You must not use or copy them without our prior written consent.

2. RESERVATION

About Booking Children

We do charge extra for a rollaway bed or a crib (depending upon age) available for children. This extra charge is not displayed by the hotel to appear with the list of available rates offered. In order to make sure that you see the exact rate that you will be charged for an accommodation for more than 2 adults in one home, except Casa Dende and Casa Grande, it is best to email us at customer service with your dates and the ages of your children. We will be happy to confirm rates and availability for you.

Deposit & Cancellation Policy

The total reservation cost plus tax is required to confirm your reservation as described by the Cancellation Policy of Casas da Vila.

if a cancellation is made more than 30 days before the arrival date a 30 % fine is applied and 70 % hotel credit voucher in Class W rate "CWR" will be issued to be used in a year term except New Year season .

in line with CASAS DA VILA cancellation Policy On a later cancellation, or early check-out, the payment is nonrefundable.

Pets

Pet dogs are welcome in a limited number of guest rooms and cottages (you must ask for a "Pet Unit") for a \$20 per night, up to \$60 fee, which will be added to your room rate upon arrival. Pets are not allowed on furniture or beds. Pet owners are responsible for any damage caused by their pet inside or outside of the unit. Pets must be leashed at all times.

3. Transfer Cancellation :

Cars / Vans / Benz /

Date Condition

+ 3 business days before Transfer date Refund will be made Deduct 7% Banking Fee
Less than 2 business days or No-show No refund

* There will be 7% banking and handling fees.

* For authentication purposes, only written cancellation notices (e-mail or fax) will be accepted

PAYMENT TERMS AND CONDITIONS

As a condition of your use of this Website, you warrant that

- (i) You are at least 18 years of age,
- (ii) You possess the legal authority to create a binding legal obligation,
- (iii) You will use this Website in accordance with this Agreement,
- (iv) You will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act.
- (v) All information supplied by you on this Website is true, accurate, current and complete.

You authorize Casasdavila.com to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, and service fees. You agree that your credit card will be charged by Casasdavila.com for the total reservation price. Upon submitting your reservation request you authorize

Casasdavila.com to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers. Note that any incidental charges will be assessed directly to you by the hotel upon check-out. Examples: Laundry, van services, Phone Calls, Room Service and Bistro charges if the case.

3. YOUR OBLIGATIONS AND CONDUCT

You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Site and that your computer system is compatible with this Site.

You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site, or attempt to carry out any of the foregoing. This includes introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful.

You must not use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access our system or this Site, or to search, display or obtain links to any part of this Site, other than the home page at www.casasdavila.com unless the automated program identifies itself uniquely in the User Agent field and is fully compliant with the Robots Exclusion Protocol (a "Permitted Program"). Any such use or attempted use of an automated program (other than a Permitted Program) shall be a misuse of our system and this Site. Obtaining access to any part of our system or this Site by means of any such automated programs (other than a Permitted Program) is strictly unauthorised.

You must not include links to this Site in any other Site without our prior written consent. In particular (but without limiting the foregoing) you must not include in any other Site any "deep link" to any page on this Site. You may link to our home page at www.casasdavila.com provided that you do so in a way that does not (in our reasonable opinion) damage our reputation or expose us to risk. We reserve the right to withdraw linking permission without notice and without giving a reason.

You must not upload or use inappropriate or offensive language or content or solicit any commercial services in any communication, form or email you send or submit, from or to the Site.

Whenever you make use of features that allow you to upload content to our Site, or to make contact with other users via our Site, you must comply with the content standards set out in these Terms. Please see clause 4 below. You warrant that any such contribution does comply with the standards mentioned in clause 4 and you will be liable to us and indemnify us against any breach of this warranty.

4. INTERACTIVE SERVICES AND CONTENT

All content that you upload to our Site will be considered non-confidential and non-

proprietary and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who claims or alleges that content posted or uploaded by you to our Site breaches that third parties legal rights.

The views expressed by users on our Site do not represent our views or values.

All content that you upload to our Site must:

Be accurate (where you state facts);

Be genuinely held (where you state opinions); and

Comply with the applicable law of the country from which they were posted.

Your content must not:

Contain any material which is defamatory of any person;

Contain any material which is obscene, offensive, hateful, discriminatory, unethical, immoral or inflammatory; or

Contain any material which does or could potentially infringe the intellectual property rights of a third party.

We will determine in our discretion whether there has been a breach of this clause 4. Where a breach of this policy has occurred we may take such action as we deem appropriate. This action may include the following:

immediate, temporary or permanent withdrawal of your right to use our Site;

immediate, temporary or permanent removal of any posting or material uploaded by you to our Site;

further legal action against you; and

disclosure of such information to law enforcement or authorities as we reasonable feel necessary.

In addition to all of our rights set out above, we reserve the right to take down any content that you upload to our Site at any time without notice and without having to give a reason.

5. REGISTRATION

To receive details of properties on this Site, you must submit a completed registration form to us. At our discretion, we may refuse your application for registration. If we accept your application for registration, we will confirm this by sending you an email containing your account ID.

Each registration is for a single user only. You must not share your username and password with any other person or with multiple users on a network.

You undertake that all information provided by you for the purposes of registering with us is accurate and complete.

You accept sole responsibility for all use of and for keeping secret any account ID and password that may have been given to you or chosen by you for use on this Site. You will notify us immediately of any unauthorised use of them or any other breach of security of this Site of which you become aware.

6. **BARRING FROM THE SITE**

We reserve the right to bar users from this Site and/or restrict or disable their access or use of any or all elements of our services, on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user.

7. WARRANTY!

Whilst we endeavour to ensure that any material available for downloading from this Site is not contaminated in any way, we do not warrant that such material will be free from infection, viruses and/or similar code.

Due to the nature of software and the internet, we do not warrant that your access to, or the running of, this Site will be uninterrupted or error free. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

The information provided on this Site is for general interest only and does not constitute specific advice.

We make no warranties or representations that the property information on this is the case. Site is correct, accurate or up-to-date.

We make no warranty or guarantee that the Site or information available over it complies with laws other than those of England.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

8. **LIABILITY**

Nothing in these Terms will be deemed to exclude our liability to you for death or personal injury arising from our negligence, or for fraudulent misrepresentation.

We will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

We do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.

We may put in place such systems as we from time to time see fit to prevent automated programs being used to obtain unauthorised access to our system and this Site. You are not permitted to use automated programs for such purposes and any such use or attempted use by you of such automated programs is at your own risk. Subject to clause 8.1, we shall not be liable to you for any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to our system or this Site.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

Use of, or inability to use, our Site; or

Use of or reliance on any content or information displayed on our Site.

If you are a business we shall not be liable to you for:

any indirect, consequential, special or punitive loss, damage, costs and expenses;

loss of profit;

loss of business;

loss of reputation;

depletion of goodwill; or

loss of, damage to or corruption of data.

If you are a consumer, please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial of service attack or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or any website linked to it.

When you use the "contact forms" on this Site to enquire about a property, your details (including your email address) will be sent by email directly to the estate agent, landlord or developer marketing the property or properties that you are enquiring about. We do not accept any liability for any subsequent communications that you receive directly from that estate agent, landlord or developer.

9. NOTICES

All notices shall be given to us, by email at customersupport@rightmove.co.uk or by post to our address provided at the beginning of these Terms.

If you have registered to use our services then we may serve a notice on you by email at the email address provided to us at the point of registration.

All notices sent by email will be deemed to have been received on the day that they are sent or, if sent on a national holiday in England or on a Saturday or Sunday, the next working day following the day on which the email was sent. All notices sent by post will be deemed to have been received 3 working days after the date of posting.

10. CUSTOMER FEEDBACK AND QUALITY

We try to ensure that all customer feedback is dealt with fairly and consistently, and is properly recorded. We welcome any suggestions that you make about how we may improve our service. Please write to us at Customer Services, Casas da Vila, , using the address provided at the beginning of these Terms or contact us here We aim to acknowledge all customer feedback.

Phone calls directed to or from our advertisers, which include, but are not restricted to, third party estate agents, developers and landlords may be recorded for training and monitoring purposes.

11. GENERAL

We may from time to time change the content of this Site or suspend or discontinue any aspect of this Site, which may include your access to it. Any amendments to these Terms will be made available.

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

If you are a business user, these Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us (unless made fraudulently).

If a court decides that any part of these Terms cannot be enforced, that particular part of these Terms will not apply, but the rest of these Terms will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under these Terms shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms.

If you are a consumer user, please note that these Terms and their subject matter and formation (including any non-contractual dispute or claim) are governed by Brazilian Law. You and we both agree that the courts of Brazil.

If you are a business user, these Terms and their subject matter and formation (including any non-contractual disputes or claims) are governed by Brazilian law and will be subject to the exclusive jurisdiction of the Brazilian courts.

12. **CONTACT US**

To contact us, please email customer, casasdavila@casasdavila.com by post to our address shown at the beginning of these Terms.

Thank you for visiting our Site.