

# ATMA RESERVE TERMS OF USE

Last updated: January 05, 2026

## 1. THE SERVICES & OUR ROLE

Atma Reserve operates an online marketplace (the "Platform") connecting Customers with independent Hotels, Resorts, and Wellness Providers ("Partners"). **Atma Reserve is a facilitator only.** We do not own, manage, or operate any hotel, retreat, or wellness center. Every booking creates a direct legal contract between the Customer and the Partner. Atma Reserve is not a party to that contract and disclaims all liability arising from the Partner's performance or failure to perform.

## 2. REFUND AND CANCELLATION POLICY

- **2.1 Partner-Specific Policies:** Each Partner sets their own cancellation window (e.g., 24-hour, 48-hour, or 7-day notice). This policy is clearly displayed on the listing page. Customers are bound by the specific policy of the Partner they book with.
- **2.2 Atma Reserve Service Fee:** In the event of a Customer-initiated cancellation that results in a refund, Atma Reserve reserves the right to retain its 20% commission/service fee to cover administrative and payment processing costs.
- **2.3 Partner Cancellations:** If a Partner cancels a confirmed booking, the Customer is entitled to a **100% refund**. Atma Reserve may charge the Partner a penalty fee to cover the lost commission and processing costs.

## 3. PARTNER CHARGEBACK POLICY

A "Chargeback" occurs when a Customer disputes a charge through their bank (e.g., claiming "Service Not as Described" or "Service Not Received").

- **3.1 Responsibility for Defense:** In the event of a Chargeback related to a Partner's service, the Partner is responsible for providing all necessary documentation (proof of attendance, signed intake forms, etc.) to Atma Reserve within **48 hours** of notification to help contest the dispute.
- **3.2 Financial Liability:** If a Chargeback is won by the Customer due to the Partner's failure to provide the service or a violation of these terms, the Partner is liable for the full booking amount plus any associated chargeback fees levied by the bank.
- **3.3 Set-off Rights:** Atma Reserve reserves the right to deduct Chargeback amounts and fees from the Partner's future payouts or invoice the Partner directly for the balance.

## 4. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

- **Customers:** You are at least 18 years of age and booking for personal use.
- **Partners:** You have the legal authority to bind your entity, you possess all required business/health licenses, and your listing availability is updated in real-time. Failure to maintain accurate availability is a material breach of these terms.

## 5. PAYMENTS AND TAXES

- **5.1 Collection:** Atma Reserve acts as the limited payment collection agent for the Partner.
- **5.2 Rate Parity:** Partners agree that rates listed on Atma Reserve shall be no higher than the rates offered on their own direct websites.
- **5.3 Taxes:** Partners are responsible for determining and remitting all applicable local occupancy and sales taxes.

## 6. HEALTH & MEDICAL DISCLAIMER

- **6.1 Nature of Services:** Wellness treatments and retreats are for relaxation purposes and do not constitute medical advice.
- **6.2 Risk Assumption:** Customers are responsible for consulting a physician before participating in physical retreats or specialized treatments. Atma Reserve is not liable for any personal injury or health complications resulting from services provided by a Partner.

## 7. USER GENERATED CONTRIBUTIONS (LISTINGS & REVIEWS)

- **Partners:** You grant Atma Reserve a perpetual, royalty-free license to use your photos, logos, and descriptions for marketing purposes.
- **Reviews:** Customers agree that reviews must be honest and based on actual experiences. Atma Reserve reserves the right to remove fraudulent or defamatory content.

## 8. LIMITATIONS OF LIABILITY

### TO THE FULLEST EXTENT PERMITTED BY LAW, ATMA RESERVE SHALL NOT BE LIABLE FOR:

1. The quality, safety, or legality of any hotel room, retreat, or treatment.
2. The truth or accuracy of any Partner listing.
3. **Cap on Liability:** In no event shall Atma Reserve's total liability exceed the total commission earned by Atma Reserve from the specific transaction in dispute.

## 9. INDEMNIFICATION

You agree to defend and indemnify Atma Reserve and its officers from any claims arising out of:

- **Customers:** Your conduct at a Partner's facility.

- **Partners:** Any injury to a customer at your facility or any regulatory violations related to your business.

## 10. GOVERNING LAW & DISPUTES

- **10.1 Governing Law:** These terms are governed by the laws of the **State of Florida**.
- **10.2 Dispute Resolution:** Any dispute shall first be subject to informal negotiations for **30 days**.
- **10.3 Binding Arbitration:** Unresolved disputes shall be settled by binding arbitration in **Miami, Florida**, under the rules of the American Arbitration Association (AAA). You waive your right to a jury trial.

## 11. CONTACT US

For any questions regarding these terms, refund requests, or dispute documentation, please contact:

**Atma Reserve Inc.** 390 NE 191st St, #8432 Miami, FL 33179 Email: [info@atmareserve.com](mailto:info@atmareserve.com)