



Terms of Service

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These Terms of Service ("Terms") constitute a legally binding agreement between you and Campfire Concierge™ LLC, a Colorado limited liability company ("Company," "we," "us," or "our"), governing your access to and use of the website located at campfire-concierge.com and all related services (collectively, the "Platform").

By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform.

1. Description of Service

Campfire Concierge operates an online marketplace that facilitates connections between guests seeking outdoor accommodation experiences and property owners, campground operators, and regional service managers who provide such experiences. The Company does not own, operate, or manage any properties listed on the Platform. The Company acts solely as an intermediary facilitating transactions between users.

2. Eligibility and Accounts

You must be at least 18 years of age to use the Platform. By creating an account, you represent that the information you provide is accurate and complete, and you agree to maintain the security of your account credentials. You are responsible for all activity that occurs under your account.

3. Bookings and Payments

All bookings made through the Platform are subject to availability and acceptance by the applicable property partner. Prices, fees, and availability are determined by the property partner and may change without notice. Payments are processed by our third-party payment processor, Stripe, Inc. By making a payment, you agree to Stripe's terms of service in addition to these Terms. A service



fee may be applied to bookings as disclosed at the time of checkout.

4. Cancellations and Refunds

Cancellations are governed by our Cancellation Policy, which is incorporated into these Terms by reference. Refund eligibility and amounts depend on the timing of cancellation relative to the scheduled check-in date. The Company reserves the right to modify cancellation terms for specific bookings or properties.

5. User Conduct

You agree to use the Platform only for lawful purposes and in compliance with all applicable laws and regulations. You agree not to: (a) misrepresent your identity or affiliation; (b) interfere with or disrupt the Platform; (c) attempt to gain unauthorized access to any systems or accounts; (d) use the Platform for any fraudulent or harmful purpose; or (e) violate the rights of any third party.

6. Intellectual Property

All content, design, graphics, trademarks, and other intellectual property displayed on the Platform are owned by or licensed to the Company and are protected by applicable intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any Platform content without our prior written consent.

7. Assumption of Risk

Outdoor recreation and temporary accommodation involve inherent risks including but not limited to weather, wildlife, terrain conditions, and other natural hazards. By booking an experience through the Platform, you acknowledge and voluntarily assume these risks. You are responsible for ensuring that any activities you participate in are suitable for your physical condition and experience level.



8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

10. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of or related to your use of the Platform, your violation of these Terms, or your violation of any rights of a third party.

11. Dispute Resolution

Any dispute arising out of or relating to these Terms or the Platform shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, conducted in the State of Colorado. You agree to waive any right to a jury trial or to participate in a class action.



12. Modifications

We reserve the right to modify these Terms at any time. Updated Terms will be posted on the Platform with a revised effective date. Your continued use of the Platform after any modification constitutes acceptance of the updated Terms.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

14. Contact

For questions regarding these Terms, contact us at info@campfire-concierge.com.