CERCA FAMILY TABLE

Terms and Conditions

A product of Fugitive Media, Inc.,
doing business as Cerca

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1. Introduction and Acceptance of Terms

Welcome to Cerca Family Table (“Family Table”), a service operated by Fugitive Media, Inc., a California corporation doing business as Cerca (“Cerca,” “Company,” “we,” “our,” or “us”).

Cerca Family Table connects traveling families (“Travelers”) with local families (“Hosts”) for shared meals, cultural exchange, and meaningful personal connections.

These Terms and Conditions (“Terms”) govern all participation in Family Table, including registration, matching, communication, bookings, payments, hosting, and participation in experiences.

By registering, submitting an inquiry, accepting a confirmed booking, or participating in a Family Table experience, you acknowledge and agree to these Terms.

If you are participating on behalf of a family or household, you represent that you are at least 18 years old and authorized to make arrangements for the members of your traveling or hosting party.

These Terms supplement Cerca's general Terms of Service and Privacy Policy. In the event of any conflict concerning Family Table, these specific Terms govern, except where mandatory law provides otherwise.

Important: These Terms include provisions concerning payment obligations, cancellation fees, participant responsibilities, limitations of liability, and dispute resolution. Please read them carefully.

Nothing in these Terms limits rights that cannot lawfully be waived, including mandatory consumer protections.

2. Nature of the Service

Cerca Family Table facilitates introductions and shared meal experiences between traveling and local families.

Experiences may include:

Restaurant Meals: Both families meet at a mutually agreed restaurant, café, or other licensed dining establishment.

Home-Cooked Meals: A local family hosts a traveling family in its home for a shared meal, where legally permitted and approved by Cerca.

Picnics and Outdoor Meals: Families gather for a meal in an approved public, outdoor, or other suitable location.

Experiences may also incorporate optional cultural activities, neighborhood walks, cooking demonstrations, games, or other mutually agreed activities.

Cerca facilitates family matching, coordinates bookings, processes payments, assists with communication, and provides participant support.

Cerca is not a childcare provider, transportation provider, accommodation provider, travel insurer, or emergency response service.

Hosts ordinarily provide or arrange the meal, venue, and agreed activities. Restaurants and independent vendors remain responsible for the goods and services they provide.

Cerca reserves the right to modify, suspend, discontinue, or restrict any experience type or service where reasonably necessary for safety, operational, business, or legal reasons, subject to existing booking obligations and applicable law.

3. Eligibility and Participation

Participants responsible for bookings must be at least 18 years old.

Each participating family must have at least one responsible adult present throughout the experience.

Parents and legal guardians remain responsible for the supervision, safety, behavior, and welfare of their children at all times.

Participation does not transfer parental responsibility or childcare duties to the other family or to Cerca.

Travelers and Hosts agree to:

- Provide truthful, accurate, and complete registration information.
- Comply with applicable laws and these Terms.
- Disclose material changes to their household or booking information.
- Respect other participants' personal boundaries, property, and privacy.
- Exercise reasonable judgment regarding their own safety and that of accompanying minors.
- Cooperate with reasonable verification and safety procedures.

Cerca reserves the right to decline, suspend, or terminate participation based on legitimate safety concerns, material misrepresentation, suspected fraud, unlawful activity, or serious violations of these Terms.

Such decisions will be made in accordance with applicable law, including any mandatory procedural rights.

4. Family Information and Misrepresentation

Family Table relies on accurate information to facilitate appropriate matches.

Participants must provide truthful information concerning:

- Identity and contact information.
- Household composition.
- Number and ages of participating children.
- Languages spoken and relevant language abilities.
- Interests and preferences relevant to matching.
- Availability and participation requirements.
- Other information material to the proposed experience.

Participants must promptly notify Cerca of significant changes.

Cerca may cancel a proposed or confirmed match when material inaccuracies make the experience unsafe, impractical, or substantially different from the arrangement accepted by the other family.

Deliberate or material misrepresentation may result in suspension or removal from the program.

Where misrepresentation results in a booking cancellation, applicable charges and refunds will be determined according to the circumstances, the disclosed cancellation policy, and applicable law.

Cerca is not obligated to guarantee the accuracy of every statement made by another participant but will take reasonable steps to investigate credible concerns.

5. Family Matching and Approval

Cerca seeks to match families based on relevant factors, which may include children's ages, interests, languages, family composition, preferences, location, and available dates.

Both participating families must have an opportunity to review relevant match information and approve the proposed arrangement before the booking is confirmed.

Hosts may accept or decline proposed matches.

Travelers may decline a proposed match before booking confirmation.

Cerca makes reasonable efforts to facilitate compatible introductions but cannot guarantee personal chemistry, friendships, shared interests, cultural compatibility, or any particular outcome.

Cerca does not guarantee any participant a specific number of bookings, a particular match, or ongoing access to available Hosts.

Right to Modify or Withdraw Matches

Cerca reserves the right to withdraw or modify a proposed match when reasonably necessary due to availability, safety concerns, material inaccuracies, or other legitimate circumstances.

After a booking has been confirmed, Cerca will not substitute a different Host family or materially alter the experience without the Traveler's consent.

If Cerca or the Host cannot provide the confirmed experience and the Traveler declines a proposed replacement, Cerca will provide a full refund of the affected booking.

6. Booking Confirmation

Submitting an inquiry or completing an intake form does not guarantee a booking.

A reservation is confirmed once:

1. Both families have approved the proposed arrangement.
2. The material experience details have been agreed upon.
3. Required payment has been successfully processed or otherwise authorized.
4. Cerca has issued a booking confirmation.

Booking details may include:

- Experience date and start time.
- Meeting location.
- Experience type and Host family.
- Number of participants.
- Menu and included food or beverages.
- Agreed activities or optional extras.

- Total price and applicable charges.
- Cancellation conditions.
- Relevant dietary or accessibility arrangements.

The booking confirmation forms part of the agreement between the relevant parties.

Material changes after confirmation require appropriate agreement from affected participants, except where otherwise permitted or required by law.

7. Experience Duration

Family Table experiences are ordinarily planned to last a minimum of two hours.

A Host is expected to make the agreed period reasonably available and deliver the confirmed experience.

Families may voluntarily extend their time together, but neither family is required to do so.

Additional charges may not be imposed without prior agreement.

Where a participant arrives late, the experience ordinarily ends at its original scheduled time unless an extension is mutually agreed.

8. Pricing and Payments

Travelers pay the total confirmed booking price through Cerca's approved payment process.

The confirmed price may include:

- Food and agreed beverages.
- Approved participation costs for the Host family.
- Host compensation.
- Cerca's service and coordination fees.
- Preapproved optional extras.
- Applicable taxes and mandatory charges.

All mandatory charges must be disclosed before the Traveler is bound by the booking.

Advertised prices are not final booking offers unless expressly identified as such.

Once a booking is confirmed, Cerca will not unilaterally increase its price.

Cerca may use third-party payment providers. Participants may also be subject to the providers' applicable terms.

Currency conversion and foreign transaction charges imposed by a participant's financial institution are outside Cerca's control.

Cerca reserves the right to reject fraudulent or unauthorized payments and to investigate suspected misuse of payment systems.

9. Family Size and Participant Changes

Traveler pricing is based on the confirmed booking structure and traveling party, rather than automatically charging the Traveler for every member of the Host household.

A Host family with more children than the traveling family does not automatically result in additional charges to the Traveler.

Costs relating to Host family participation must be incorporated into the approved experience budget before confirmation.

All participating family members must be disclosed during matching.

Changes in participant numbers may affect menus, venue capacity, food quantities, Host compensation, or booking feasibility.

Additional guests may not attend without prior agreement.

If a confirmed participant count changes, Cerca will assess whether the booking can reasonably proceed and communicate any proposed adjustments.

Any additional amount payable by the Traveler must be accepted in advance.

A reduction in participant numbers does not automatically produce a proportional refund, particularly where expenses have already been committed. Applicable cancellation policies and mandatory consumer rights continue to apply.

10. Food, Menus, and Dietary Requirements

The agreed meal or menu forms a material part of the booking.

Hosts must provide accurate descriptions of proposed meals and disclose known ingredients and allergens relevant to participant safety.

Travelers must communicate food allergies, intolerances, dietary restrictions, and other material food-related requirements before confirmation whenever reasonably possible.

Cerca will communicate relevant requirements to the proposed Host or food provider.

Hosts may offer reasonable menu substitutions where feasible.

A Host is not required to accommodate a request that cannot safely or reasonably be fulfilled.

No home, restaurant, outdoor dining area, or shared kitchen can be assumed to be allergen-free.

Cross-contact may occur through ingredients, equipment, preparation surfaces, or shared utensils.

Travelers with serious allergies must assess the suitability of the proposed experience, communicate necessary precautions, and carry prescribed emergency medication.

Hosts must not knowingly misrepresent food ingredients or promise allergen-free preparation without a reasonable basis.

If an accepted and material dietary requirement cannot be fulfilled after confirmation, Cerca will seek a suitable alternative or provide an appropriate refund where required by the booking agreement or applicable law.

Nothing in these Terms limits legal responsibility for negligent food handling, inaccurate ingredient disclosures, or violations of applicable food safety law.

11. Special Requests and Optional Extras

Travelers may request special menus, additional dishes, desserts, beverages, or cultural activities.

Hosts may accept or decline requests based on availability, practicality, personal preference, and applicable law.

Any additional charge must be disclosed and approved before the extra is provided.

Requests not confirmed in advance are not guaranteed.

Additional purchases or activities outside the agreed experience are not included in the booking price.

Alcohol

Alcoholic beverages may be offered only where permitted by applicable law, venue rules, and any necessary licenses or authorizations.

Optional alcoholic drinks arranged through Cerca must be expressly included in the booking or added with advance approval.

Cerca may restrict alcohol-related offerings or require that they be supplied by appropriately licensed establishments.

No alcoholic beverages may be provided to minors.

Participants remain responsible for complying with applicable alcohol laws and exercising appropriate judgment.

Any independent arrangements between participants concerning alcoholic beverages are outside Cerca's booking and payment system, but such arrangements do not excuse compliance with applicable law.

12. Traveler Cancellation Policy

Travelers must communicate cancellations through Cerca's approved support channel.

Cancellation deadlines are measured from the scheduled start time in the local time zone of the experience.

Home-Cooked Meals and Picnics

72 hours or more before the scheduled start:

The Traveler receives a full refund.

Less than 72 hours before the scheduled start:

The booking is non-refundable under the standard cancellation policy because Hosts may have purchased ingredients or undertaken preparations.

These rules remain subject to mandatory consumer rights and other refund provisions in these Terms.

Restaurant Meals

24 hours or more before the scheduled start:

The Traveler receives a refund of the booking price minus any actual, documented, non-refundable restaurant deposit or cancellation charge applicable to the booking.

Less than 24 hours before the scheduled start:

The Traveler receives a refund equal to 50% of the booking price, less any actual, documented, non-refundable restaurant charges applicable to the cancellation.

Such charges will not be deducted more than once.

No cancellation calculation will create an additional payment obligation unless that obligation was lawfully disclosed and agreed.

Partial Cancellations

Changes to the number of participants are considered booking modifications.

Cerca will make reasonable efforts to accommodate changes, but refunds may be adjusted to account for committed and nonrecoverable expenses.

Statutory Rights

The above cancellation schedule constitutes the agreed standard policy and does not override any mandatory rights relating to nonperformance, material changes, or other circumstances under applicable consumer law.

13. Late Arrival and No-Shows

Travelers must make reasonable efforts to arrive on time.

A delayed Traveler should notify the Host and, when appropriate, Cerca as soon as possible.

The experience ordinarily ends at the originally scheduled time unless the Host agrees to an extension.

A Traveler who has not arrived within 60 minutes of the scheduled start and has provided no communication will be considered a no-show.

Traveler no-shows are non-refundable under the standard booking policy.

Where a Traveler is a no-show, the Host is entitled to the full agreed Host payout, provided the Host was ready and able to deliver the confirmed experience and complied with their obligations.

A Traveler who communicates a substantial delay is not automatically classified as a no-show solely because 60 minutes have elapsed. However, if the experience can no longer reasonably take place, Cerca may resolve the booking under the applicable cancellation terms and law.

Personal transportation delays, itinerary changes, or scheduling difficulties do not automatically entitle a Traveler to a refund.

Cerca may grant exceptions where appropriate or legally required.

14. Host Cancellations

Hosts are expected to honor confirmed bookings.

If a Host becomes unable to participate, the Host must immediately notify Cerca.

Hosts may not independently substitute another family or materially alter a confirmed experience without approval.

If a Host cancels or fails to appear, the Traveler is entitled to a full refund of the affected booking.

Cerca may offer a replacement Host or alternative experience, but the Traveler is not obligated to accept it.

Hosts who repeatedly cancel, fail to perform agreed services, or materially violate these Terms may be subject to suspension or removal.

Cerca will consider legitimate emergencies, illness, unforeseen safety concerns, and circumstances outside the Host's reasonable control.

15. Host Compensation and Expense Protection

Hosts may receive payment or reimbursement according to the experience type, approved budget, and Host payout confirmation.

Compensation may account for ingredients, preparation, agreed hosting responsibilities, food provided to the participating families, and other approved expenses.

Restaurant experiences may primarily cover the Host family's approved meal costs, while home-cooked experiences may offer additional compensation.

Cerca does not guarantee a particular level of income, profit, or booking activity.

Host payouts must be communicated and agreed upon before a confirmed experience.

Cancellation Expense Protection

When a Traveler cancels a home meal or picnic after the applicable deadline, Hosts may be reimbursed for eligible, documented, nonrecoverable food and preparation expenses, up to the authorized amount under the Host's approved booking arrangement.

Restaurant-related non-refundable deposits or cancellation charges may also be eligible for reimbursement.

Hosts must make reasonable efforts to avoid unnecessary expenses and provide receipts or documentation when requested.

Expenses recovered from another source may not also be claimed from Cerca.

Late Traveler cancellations do not automatically entitle Hosts to the entire anticipated payout unless expressly provided in their specific booking arrangement.

Traveler No-Show

If the Traveler is a no-show and the Host was ready and able to fulfill the booking, the Host is entitled to the full agreed payout.

Host Cancellation

A Host who cancels ordinarily forfeits compensation for the unperformed experience, except where Cerca expressly agrees otherwise or payment is legally required.

Cerca may investigate disputed expenses, fraudulent claims, and material breaches before releasing disputed funds.

16. Weather, Emergencies, and Events Beyond Reasonable Control

Unforeseen circumstances may prevent an experience from taking place safely or as agreed.

Examples include severe weather, natural disasters, government restrictions, public safety emergencies, unexpected venue closures, significant utility outages, or serious illness.

Where possible, Cerca will seek to:

1. Relocate or modify the experience with affected participants' agreement.
2. Reschedule the experience to a mutually acceptable date.
3. Cancel the experience and provide an appropriate refund.

If an event beyond reasonable control makes performance impossible before the experience begins, and no mutually acceptable alternative is available, the Traveler will receive a full refund of the booking.

Hosts may receive reimbursement for eligible, documented, nonrecoverable expenses in accordance with their approved Host arrangements.

No participant is required to continue an experience when doing so presents an unreasonable safety risk.

Personal changes of preference or ordinary scheduling difficulties do not automatically qualify as events beyond reasonable control.

These provisions do not excuse obligations that cannot legally be excluded.

17. Safety, Screening, and Identity Verification

Cerca uses participant screening and verification procedures intended to support safer and more appropriate family introductions.

These procedures may include identity verification, profile review, communication with participants, and other eligibility or safety checks.

Cerca may use third-party verification providers.

Participants agree to cooperate with reasonable verification requests.

Screening and verification reduce certain risks but cannot eliminate them.

Unless expressly confirmed, screening does not mean that every participant has undergone a criminal background check, home inspection, or independent safety certification.

Cerca does not guarantee the personal conduct or trustworthiness of another participant.

Cerca reserves the right to decline, suspend, or terminate participation where credible safety concerns arise.

Participants should promptly report suspected misconduct or dangerous conditions.

In emergencies, participants should contact local emergency services immediately.

18. Child Safety and Safeguarding

Family Table is designed to create meaningful family-to-family experiences. The safety and welfare of participating children are fundamental to the program.

Family Table is not a childcare, babysitting, or youth-supervision service.

Children must remain under the supervision of their parent, legal guardian, or authorized responsible adult throughout the experience.

No adult participant may assume unsupervised responsibility for another family's child as part of a Family Table booking.

The following conduct is strictly prohibited:

- Sexual misconduct or exploitation involving a minor.
- Grooming or inappropriate communication with minors.
- Harassment, intimidation, or coercion.
- Physical violence, abuse, or threats.
- Knowingly placing a minor in unsafe circumstances.
- Requesting private contact with a minor without appropriate parental authorization.
- Unauthorized photographing, recording, or distribution of images of minors.

Participants must immediately report suspected child endangerment or serious misconduct to appropriate authorities when warranted and notify Cerca as soon as reasonably possible.

Cerca may suspend participation, terminate a booking, preserve relevant records, and cooperate with appropriate authorities where legally required or justified.

Nothing in these Terms prevents or restricts participants from reporting suspected abuse or unlawful conduct.

19. Participant Conduct and Personal Boundaries

Participants must treat others respectfully and comply with applicable laws.

Prohibited conduct includes:

- Violence, threats, harassment, or intimidation.
- Illegal or unsafe activities.
- Unlawful discrimination.
- Sexual harassment or unwanted advances.
- Deliberate damage to another person's property.
- Fraud or material misrepresentation.
- Serious violations of household or venue safety rules.
- Conduct that endangers children or other participants.

Hosts are entitled to establish reasonable household boundaries, including restricting access to private rooms or personal belongings.

Travelers may not bring unapproved additional guests.

Participants remain responsible for damage they cause through legally actionable conduct.

Cerca may end or suspend a booking where reasonably necessary to protect participants.

Any resulting refunds, compensation, or other remedies will be determined according to the circumstances and applicable law.

20. Removal During an Experience

If a participant behaves in a manner that creates a serious safety concern or materially violates these Terms, the affected family may discontinue the experience.

Participants should contact emergency services immediately where necessary.

Cerca may investigate the circumstances and take appropriate action, including terminating the booking, suspending access, or removing a participant from future experiences.

A participant whose misconduct causes an experience to end may lose entitlement to a refund to the extent permitted by law.

An affected participant who reasonably terminates an experience because of another party's serious misconduct may be entitled to an appropriate refund or other legal remedy.

Cerca may consider available communications, witness accounts, booking records, and other relevant evidence.

21. Communication, Messaging, and WhatsApp

Cerca may facilitate communication between matched families through WhatsApp or another approved communication platform.

Cerca representatives may participate in group conversations to coordinate logistics, answer questions, and help address concerns.

Cerca does not guarantee continuous monitoring, immediate intervention, or emergency assistance through messaging platforms.

Participants agree to use these channels respectfully.

Harassment, commercial spam, unlawful activity, and inappropriate contact with minors are prohibited.

Participants may not share another family's private contact information, residential address, photographs, or other identifying information with third parties without appropriate authorization.

Use of third-party messaging services is also subject to those services' terms and privacy practices.

Cerca may retain relevant communications where legally permitted and reasonably necessary for safety, dispute resolution, fraud prevention, or compliance.

22. Privacy and Personal Information

Cerca handles personal information in accordance with its Privacy Policy and applicable data protection laws.

Information collected may include family composition, children's ages, interests, languages, booking information, contact information, and relevant dietary needs.

Information about minors and sensitive health matters will be handled subject to applicable legal requirements and appropriate authorization.

Only information reasonably necessary for matching, coordination, safety, or performance of the experience should be shared between families.

Participants may not use information received through Cerca for unauthorized solicitation, marketing, publication, harassment, or disclosure to unrelated parties.

The Privacy Policy will provide further information concerning purposes of processing, applicable legal bases, retention, international transfers, recipients, and privacy rights.

Nothing in these Terms constitutes blanket consent to the processing of sensitive information or overrides privacy rights established by law.

23. Photographs, Videos, and Publicity

Participants retain ownership of their original photographs, recordings, and other content.

Participants must obtain appropriate permission before photographing or recording another person in circumstances where consent is required.

Parents or legal guardians must provide appropriate authorization before images of their children are used publicly or commercially.

Participation in a Family Table experience does not automatically authorize Cerca or another participant to use a person's image, name, or likeness in advertising.

Participants who submit profile content or other materials grant Cerca a nonexclusive, worldwide, royalty-free license to use those materials as reasonably necessary to operate the service, subject to applicable privacy and intellectual property law.

Public promotional use of identifiable participant images or testimonials may require additional consent.

Cerca may request separate media releases for promotional photography, videos, and testimonials.

24. Reviews, Complaints, and Feedback

Cerca may request feedback following an experience to evaluate matching quality, Host performance, participant satisfaction, and safety.

Participants agree not to submit knowingly false, threatening, defamatory, or unlawfully discriminatory content.

Cerca may use feedback to investigate complaints, make matching decisions, improve the service, or enforce these Terms.

Where permitted by applicable law, Cerca may moderate or remove feedback that violates lawful content standards.

Cerca may use aggregated or anonymized feedback for operational or marketing purposes.

Public use of identifiable testimonials remains subject to applicable consent and privacy requirements.

Participants retain the right to submit truthful reviews, make lawful complaints, contact regulators, and report suspected misconduct.

25. Independent Relationships and Off-Platform Activity

One of the principal purposes of Family Table is to create lasting personal connections.

Participants are welcome to maintain friendships and communicate independently after completing an experience.

Cerca does not claim ownership of personal relationships formed through the service.

However, participants may not deliberately divert an existing confirmed Cerca booking into a separate transaction for the purpose of evading agreed platform charges.

Cerca is not responsible for subsequent private gatherings, independent arrangements, or transactions conducted outside the Family Table service, except where applicable law provides otherwise.

Such later interactions are not automatically covered by Cerca's booking policies or support arrangements.

26. Payment Disputes and Chargebacks

Travelers should contact Cerca promptly regarding billing errors, booking disputes, or dissatisfaction with an experience.

Cerca will review complaints in good faith.

Initiating a payment dispute does not automatically invalidate an otherwise lawful charge or cancellation fee.

Cerca reserves the right to submit appropriate evidence to payment processors when responding to disputes, including booking confirmations, relevant communications, cancellation records, and attendance information.

Personal information will be disclosed only as permitted by applicable law.

Cerca may restrict future bookings where there is reasonable evidence of payment fraud or intentional abuse of the chargeback process.

Nothing in these Terms limits statutory rights to challenge unauthorized charges, seek refunds, or use legally protected payment-dispute procedures.

27. Food Safety, Venues, and Legal Compliance

Hosts and third-party food providers must comply with applicable laws and regulations relating to food safety, hygiene, preparation, storage, handling, allergens, and service.

Home meals may only be offered where permitted by applicable law and where any necessary authorization has been obtained.

Hosts must not provide services that require licenses, registrations, or approvals they do not possess.

Cerca may require Hosts to provide evidence of applicable permissions, insurance, or other compliance measures.

Cerca may suspend or cancel an experience if legal compliance cannot reasonably be established.

Restaurants and other independent venues remain responsible for the services and facilities they operate.

Participants must comply with venue rules and applicable local laws.

28. Host Status, Taxes, and Insurance

Hosts are responsible for determining and fulfilling applicable tax, registration, licensing, and insurance obligations associated with their activities.

Host compensation may constitute taxable income.

Cerca may collect or report tax information, withhold or remit required amounts, and provide information to relevant authorities where legally required.

The legal classification of Hosts will depend on applicable law and the actual circumstances of their activities.

Nothing in these Terms overrides mandatory employment, worker-classification, consumer-protection, or commercial obligations.

Unless separately authorized in writing, Hosts are not empowered to enter into agreements or assume obligations on behalf of Fugitive Media, Inc.

Hosts should maintain insurance suitable for their premises and activities where appropriate or required.

Cerca does not guarantee insurance coverage for participant injuries, medical expenses, property damage, or other losses unless such coverage is expressly confirmed.

29. Assumption of Risks

Participants acknowledge that shared meals, travel, social gatherings, and other activities involve ordinary risks.

These may include food-related reactions, accidents, illness, property damage, and disagreements between participants.

Participants agree to exercise reasonable care and judgment.

Parents remain responsible for assessing the suitability of an experience for their children.

Hosts must take reasonable steps to maintain safe premises and comply with applicable legal duties.

To the extent permitted by law, participants voluntarily accept ordinary risks inherent in the activities they choose to undertake.

Nothing in this section releases Cerca or another party from liability that cannot legally be excluded, including liability for unlawful conduct, legally actionable negligence, or other non-waivable obligations.

30. Disclaimer of Warranties

Cerca endeavors to provide accurate information, responsible coordination, appropriate screening, and positive participant experiences.

However, shared experiences involve independent participants and circumstances outside Cerca's complete control.

To the fullest extent permitted by law, Cerca does not guarantee personal compatibility, friendship, language-learning results, social outcomes, uninterrupted availability, or the conduct of independent third parties.

Cerca does not warrant that every participant or venue will meet every subjective expectation.

Nothing in these Terms excludes mandatory statutory warranties, consumer guarantees, or obligations of reasonable care.

31. Limitation of Liability

To the maximum extent permitted by applicable law, Fugitive Media, Inc., its affiliates, directors, officers, employees, representatives, and service providers shall not be liable for indirect, incidental, consequential, exemplary, or punitive damages, including lost profits or lost opportunities, arising from participation in Family Table.

To the maximum extent permitted by law, Cerca's aggregate liability for claims arising from a particular booking shall not exceed:

- For a Traveler claim, the total amount paid by the Traveler for the affected booking.
- For a Host claim, the compensation payable to that Host for the affected booking.

These limitations do not apply where prohibited by law.

In particular, they do not exclude liability for fraud, willful misconduct, personal injury, negligence where exclusion is prohibited, mandatory statutory remedies, or other non-excludable responsibilities.

The extent of Cerca's responsibility for actions of Hosts, Travelers, venues, or other third parties will be determined according to applicable law and the relevant circumstances.

32. Indemnification

To the extent permitted by law, participants agree to indemnify and hold harmless Fugitive Media, Inc., its officers, employees, affiliates, and representatives from third-party claims and reasonable related costs arising directly from the participant's:

- Material violation of these Terms.
- Fraudulent, unlawful, reckless, or intentionally wrongful conduct.
- Infringement of intellectual property or privacy rights.
- Negligent or unlawful provision of food or other services.
- Property damage or injury for which the participant is legally responsible.

Indemnification applies only to the extent a claim is attributable to the participant's conduct.

Participants are not required to indemnify Cerca for Cerca's own negligence, unlawful conduct, or liabilities that applicable law prohibits shifting to consumers.

33. Suspension and Termination

Cerca may investigate complaints and restrict, suspend, or terminate access to Family Table where reasonably warranted by:

- Material breach of these Terms.
- Safety concerns.
- Suspected fraud.
- Serious misconduct.
- Repeated unjustified cancellations.
- Legal noncompliance.
- Intentional abuse of the platform.

Cerca may also discontinue particular experience types or geographic markets for legitimate legal or operational reasons.

Participants will receive any notice, explanation, opportunity to respond, or other procedural protections required by applicable law.

Suspension or termination does not eliminate accrued payment obligations, lawful refund rights, or claims arising from prior conduct.

34. Intellectual Property and Reservation of Rights

The Cerca name, Cerca Family Table name, logos, trademarks, website content, software, original photographs, marketing materials, designs, and other proprietary materials are owned by Fugitive Media, Inc. or its licensors unless expressly identified otherwise.

All intellectual property rights are reserved.

Participants receive only the limited, nonexclusive, nontransferable permission necessary to access and use Family Table for authorized purposes.

Without express permission, participants may not reproduce, distribute, commercially exploit, sell, or create unauthorized derivative works from protected Cerca materials, except as permitted by law.

Cerca reserves all rights, claims, defenses, causes of action, and remedies available under applicable contract, intellectual property, statutory, and common law.

Failure to exercise a right does not constitute a waiver.

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35. Complaints and Dispute Resolution

Participants should first contact Cerca at support@cercatravel.com to report concerns and seek an informal resolution.

Cerca will review complaints in good faith and endeavor to respond within a reasonable period.

Except where mandatory law requires otherwise, these Terms are governed by California law without regard to conflict-of-law principles.

Any arbitration or dispute-resolution provision in Cerca's general Terms of Service applies only where valid, enforceable, and consistent with the mandatory legal protections applicable to the participant and transaction.

Nothing in these Terms deprives consumers of legally protected access to courts, regulators, consumer authorities, or statutory remedies.

In particular, mandatory consumer protections applicable to residents of the European Union or other protected jurisdictions remain unaffected.

36. Changes to These Terms

Cerca may revise these Terms to reflect changes in operations, services, law, or participant policies.

The current version will be published on the Cerca website with its effective date.

Material changes will be communicated in advance where required by law.

For confirmed bookings, the price, cancellation terms, and other material contractual conditions agreed at confirmation will continue to apply unless affected parties agree otherwise or a change is legally required.

Cerca reserves the right to introduce new services, change future offerings, and discontinue programs, subject to existing contractual obligations and applicable law.

37. General Provisions

Entire Agreement: These Terms, the applicable booking confirmation, incorporated policies, and Cerca's general Terms of Service where not inconsistent constitute the agreement governing participation.

Severability: If any provision is invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law.

No Waiver: Failure to enforce a provision does not waive Cerca's right to enforce it later.

Assignment: Participants may not transfer a booking without Cerca's consent except where legally permitted. Cerca may assign its rights and obligations in connection with a legitimate business transaction, subject to applicable law.

Electronic Communications: Participants agree to receive booking confirmations, service notices, and operational communications electronically.

Survival: Provisions concerning accrued obligations, privacy, intellectual property, responsibility for past conduct, lawful indemnification, and dispute resolution survive termination where applicable.

Third-Party Rights: These Terms do not create enforceable rights for unrelated third parties except where expressly stated or required by law.

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38. Contact Information

Cerca Family Table

A product of Fugitive Media, Inc.

Doing business as Cerca

California, United States

General inquiries: info@cercatravel.com

Booking support: support@cercatravel.com

Privacy inquiries: privacyconcerns@cercatravel.com

Website: https://cercatravel.com

For an emergency during an experience, contact local emergency services immediately.

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