

ROYALL STAYS **TERMS OF USE**

Last updated September 24, 2024

By accessing, simply visiting, or using this site (the “**Platform**”), whether via desktop, mobile device, application, or any other device, you (“**you**”) agree to comply with and be bound by these [Terms of Use](#) (these “**TOU**”). These TOU apply to your access to, and use of, the services of ROYALL STAYS, LLC (collectively, “**Company**”, “**us**”, “**our**” or “**we**”), including without limitation the websites and/or applications available at <https://royallstays.com> or that link to the Platform (together with the Platform and all content contained therein, the “**Services**”). These TOU incorporate by reference the [Privacy Policy](#), the [State-Specific Privacy Policy](#) and any other applicable Company policy referenced herein (collectively, these “**Terms**”). These Terms constitute a legally binding agreement between you and Company, and you should read them carefully. **Neither these Terms nor the use of the Services form a rental contract between you and Company. These Terms do not contain the rules and terms which may apply to the booking or use of the Accommodations.**

By using the Services, you agree you have read these Terms in their entirety, and understand, and fully accept the Terms. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE OUR SERVICES AND MUST PROMPTLY EXIT THE SERVICES.

1. OVERVIEW OF THE SERVICES

The Services enable users to search for and book short- and long-term rental accommodations (the “**Accommodations**”). Use of the Services is void where prohibited. By using the Services, including, without limitation, booking Accommodations you represent and warrant that you have the right, authority, and capacity to enter into, and abide by, these Terms. If you are accessing the Services using someone else’s user information (proxy access), you agree to be bound by these Terms. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept the Terms on such entity’s behalf. You are not authorized to use the Services unless you are at least eighteen (18) years of age and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of eighteen (18) years of age.

You acknowledge and agree that any and all information available through the Services, including without limitation, any scripts, e-mail templates, recommendations, guides, checklists, processes and procedures, contracts, digital content, and media, are for promotional or information purposes only and are not to be relied upon as a professional opinion or does not constitute legal advice whatsoever. All content mentioned does not constitute professional advice and is not guaranteed to be accurate, complete, reliable, current, or error-free.

The Services or the information contained within the Services may be revised, changed, or updated periodically without notice. The Services may not always be available due to system maintenance, backups, or failures.

Accommodations:

Please refer to each Accommodation's respective website for specific details, including, without limitation, refunds or cancellations, as Company is not responsible for these matters. Once Accommodations are booked through the Services, the cancellation policy applicable to that booking cannot be altered or modified by Company. The host of each Accommodation (the “**Host**”) is solely responsible for determining and selecting the cancellation policy applicable to their Accommodation. Hosts may choose from the

following cancellation policy options: (i) Flexible; (ii) Moderate; (iii) Strict; and (iv) Very Strict. The specific cancellation policy applicable to your booking will be clearly stated during the booking process. You acknowledge and agree that Company is not responsible for the enforcement or application of any Host's cancellation policy and/or for any disputes regarding the Accommodation.

All prices for Accommodations listed on the Services are displayed in USD and are subject to applicable taxes and fees unless otherwise stated. We strive to ensure that all pricing information is accurate but cannot guarantee error-free pricing. In the event of a pricing error, we reserve the right to cancel any bookings made at the incorrect price. Prices for Accommodations are subject to change at any time without notice, and such changes will be effective immediately upon posting on the Services. We reserve the right to modify, discontinue, or remove any Accommodation offered on the Services at any time without prior notice, including, without limitation changes to descriptions, specifications, cancellation policy, and availability. Users are responsible for regularly reviewing any pricing updates and continued use of the Services after any changes constitutes acceptance of those changes.

2. LICENSE TO ACCESS AND USE SERVICES; USER CONTENT; USER INFORMATION

Subject to these Terms, Company hereby grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services in accordance with these Terms, applicable laws, and the rules, policies and procedures that we provide for the Services. This license may not be shared, transferred, or sublicensed to any other party.

The Services may contain areas in which you may post content and information ("**User Content**"), including without limitation testimonials, and may include other interactive areas or services in which you or third parties may create, post, modify, or store information, content, materials, or other items on the Services. You grant Company and its partners and affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully assignable, transferable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display User Content throughout the world in any media whether now known or hereinafter created. You also grant Company and its partners, affiliates, assignees and sublicensees the right to use the name that you submit in connection with such User Content. **Company grants you the right to revoke the rights to your User Content granted in this Section—in which case, except as otherwise agreed upon in these Terms, Company will no longer use your User Content. To revoke the User Content rights granted to Company under this Section, please email Company at <info@royallstays.com>, with "*Revocation of User Content Rights*" in the subject line.**

In order to process payment for the Accommodations, you agree to use any third-party service provider, including, without limitation, Stripe, to process your payment. You agree to abide by and be subject to the terms, conditions, and privacy policies of any and all third-party providers selected, in our sole discretion, in furtherance of providing the Services, including, without limitation, to process your payment or assist in aggregating Registrant Information. We are not responsible for content on any third-party provider's platform or on any other site outside of the Platform.

If you submit, upload, post, or transmit any personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other materials to us or our Services ("**User Information**"), you agree not to provide any User Information or User Content that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contains or transmits a virus or any other harmful component. You agree not to contact other Services users through unsolicited e-mail, telephone calls, mailings, or any other method of communication.

You represent and warrant to Company that you have the legal right and authorization to provide all User Information to Company for use as set forth herein and required by Company.

3. YOUR REGISTRATION

Registration with the Services is currently free; however, we reserve the right to impose registration fees in the future. You agree to: (a) provide true, accurate, current, and complete contact information, which may include, but is not limited to, your name, phone number, and email address, when using the Services (“**Registration Information**”), including without limitation, for communication purposes, and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. Registration Information is maintained in accordance with our [Privacy Policy](#). If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your access and/or use of the Services. Participation in the Services is voluntary. Company reserves the right, in its sole discretion, to terminate your access to all or part of the Services, with or without cause, and with or without notice. All of the Registration Information may be lost for good once your access or registration has been terminated (for whatever reason) and we will not be liable to you for any loss of information. However, we do not guarantee that any User Content will be deleted from the Services upon termination of your registration.

4. SECURITY; ACCESS TO SERVICES; PASSWORDS

As a Services user, you agree not to share or disclose your Registration Information to any third party. You agree that you are fully responsible for all activity or usage occurring under or in connection with your Registration Information.

Company has implemented reasonable and appropriate security measures designed to protect the information maintained on the Services. When using the Services, information will be transmitted over an internet medium that is beyond the control of Company. You are responsible for using appropriate technical safeguards to secure your devices used to access the Services, such as up-to-date software and virus protection. You are responsible for your devices used to access the Services.

Company shall make all commercially reasonable efforts to maintain the availability of the Services. Company will not be responsible for any damage or losses related to any system errors or interruptions affecting the Services. You accept that the Services could become unavailable unexpectedly as a result of circumstances beyond the Company’s control or routine maintenance. Moreover, the Services may be terminated at any time for any reason without advance notice. All decisions by Company regarding the Services are final.

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Services or any portion thereof without authorization, in violation of these Terms, or in violation of applicable law. You must comply with all applicable laws while using the Services. We encourage you to report any misconduct or suspicious activities to us.

You agree not to, and will not assist, encourage, or enable others to, use the Services to: (i) violate these Terms or any of Company’s or its licensors’ rights or use the Services, the Content (as defined below) to violate the rights of any third party, such as copyright or trademark right, or in any way that harms Company’s business, Company’s service providers, licensors, representatives or any other user, or breaches any policy or notice on the Services; (ii) copy, modify, adapt, translate, reproduce, distribute, display, or provide access to any portion of the Services, the Content; (iii) create derivative works from, adaptations

of, decompile, disassemble, reverse engineer or in any way exploit, in whole or in part, except as expressly authorized by the applicable rights holder, any portion of the Services, the Content; (iv) modify, reproduce, distribute, create derivative works or adaptations of, publicly display, perform or in any way exploit any of the Content in whole or in part, except as expressly authorized by the applicable rights holder; (v) remove any copyright, trademark or other proprietary rights notices contained in or on the Services or in or on any Content; (vi) harvest or collect e-mail addresses or other contact information of other users from the Services by electronic or other means; (vii) use the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services; (viii) upload to or distribute through this Services any binary code, macros or other executable code, or any file that contains any viruses, Trojan horses or other components designed to commandeer, limit or harm the functionality of a computer; (ix) attempt to gain unauthorized access to any parts of the Services or any user accounts, or any of the Services' computer systems or networks; (x) use automated queries or scripts (including, without limitation, by screen or database scraping, spiders, robots, crawlers or any other automated activity with the purpose of obtaining information from the Services and/or the Content) without Company's prior express written permission; (xi) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity (including Company); (xii) solicit passwords or personally identifying information for commercial or unlawful purposes from anyone; (xiii) intimidate or harass another; (xiv) assist, encourage or enable others to do any of the preceding prohibited activities; and/or (xv) violate any applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Services, deep-link to any feature or Content on the Services, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.

Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working order or manner of the Services or any activity being conducted on the Services.

You agree to defend, indemnify, and hold Company harmless from and against all third party claims, damages, and expenses (including without limitation reasonable attorneys' fees) against or incurred by arising out of your breach of these Terms or violation of applicable law, your use or access of the Services, or access by anyone accessing the Services using your credentials and/or Registration Information.

5. CONSENT TO RECEIVE CALLS AND TEXT MESSAGES

By providing your mobile number, you are agreeing to be contacted by or on behalf of Company at the mobile number you have provided, including calls and text messages, to receive informational, product, or service related (e.g., reminders) messages and communications relating to the Services or your services with Company. Message and data rates may apply.

Personal information you supply to us will be processed in accordance with our [Privacy Policy](#).

Please note that by withdrawing your consent, some, or all, of the functions provided by the Services may no longer be available to you. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your services. To withdraw your consent, please visit our [Privacy Policy](#) for instructions.

Company is committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM Act**") and the Telephone Consumer Protection Act ("**TCPA**"). E-mails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT

and the TCPA. In the event you receive an e-mail or text message from us which you do not believe is fully compliant with the CAN-SPAM Act or the TCPA, please contact us at the address provided below in **CONTACT US**.

6. ELECTRONIC COMMUNICATIONS

When you use the Services, or send e-mails, messages, and other communications from your computer or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Company may contact you by telephone, mail, or e-mail to verify your information. Company may request further information from you, and you agree to provide such further information to ensure that you have not fraudulently used the Services. If you do not provide this information in the manner requested within fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Services until you provide the information to us as requested.

7. SECURE MESSAGING AND E-MAIL PRIVACY

The Services allow you to send and receive secure electronic messages with Company representatives who are active on or within the Services. Users acknowledge and agree that using online information services, including the Services, comes with inherent risks to privacy and information security.

You should be aware that Company may communicate with you via e-mail. This means that any person with access to your e-mail may be able to see your communications with Company. This could include members of your family or anyone else that can access your e-mail account. You should take this into account when providing an e-mail address or using the Services. If you send us an e-mail communication, it may be shared with the Company's personnel when it is necessary or appropriate.

8. RESPONSE TO ELECTRONIC COMMUNICATIONS

Company will use its best efforts to provide a response to electronic inquiries in a timely manner. However, delays may occur based upon message volume, availability of staff, the complexity of the user's condition, or technology disruptions. Therefore, Company cannot guarantee that messages will be responded to, so you should allow at least three (3) business days for a response. We are only able to respond to user communications based on the information provided by the user. If there is insufficient information provided, we may not be able to provide a reliable or accurate response.

9. OWNERSHIP OF CONTENT

The Services contains confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property or proprietary rights laws (collectively, the "**Content**").

These Terms permit you to singly access the Content solely for your internal business or personal use, *provided, however*, that you do not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, sell, license or sub-license, frame or utilize any framing techniques to enclose, or deep link, any of the material or information provided through the Services, including but not limited to Content, or delete or alter any copyright, trademark or other proprietary rights notices from any Content, except: (a) with Company's explicit written permission; (b) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; and (c) you may store files that are automatically cached by your web browser for display enhancement purposes.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, third party licensors, contractors, and agents (the “**Indemnitees**”) from and against all claims, losses, expenses, damages, and costs, including, without limitation, lost wages, revenue, or business and reasonable attorneys’ fees, expert fees, and court costs, against or incurred by the Indemnitees arising directly or indirectly out of or in connection with: (i) your use or misuse of the Services or any of its Content; (ii) your User Content; (iii) your breach of these Terms; (iv) your noncompliance with applicable law; (v) any unauthorized access to the Services by a party using your credentials; or (vii) your violation of any rights of any third party.

11. DISCLAIMER OF WARRANTIES

THE SERVICES AND CONTENT, INCLUDING ANY INFORMATION, ACCOMMODATIONS, AND/OR WEBSITE-RELATED SERVICES, ARE PROVIDED ON AN “AS IS” BASIS. WHILE WE TRY TO KEEP THE INFORMATION ON THE SERVICES AS ACCURATE AS POSSIBLE, WE DISCLAIM ANY WARRANTY REGARDING ITS ACCURACY, TIMELINESS, COMPLETENESS, QUALITY, DESIGN, CAPACITY, PERFORMANCE, OR ACCURACY FOR ANY PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR GUARANTEE THAT ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED, OR THAT THE SERVICES OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE SERVICES OR CONTENT. YOU ASSUME FULL RESPONSIBILITY FOR USING THE SERVICES, THE CONTENT, AND ANY LINKED WEBSITES ON THE SERVICES (IF ANY), AND YOU UNDERSTAND AND AGREE THAT COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE RESULTING FROM SUCH USE BY YOU OR ANY OTHER USER.

COMPANY DOES NOT WARRANT THAT ANY CONTENT AVAILABLE FOR DOWNLOAD THROUGH THE SERVICES WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. COMPANY DOES NOT WARRANT THAT ANY CONTENT UPLOADED BY COMPANY, YOU OR ANY OTHER USER THROUGH OR TO THE SERVICES WILL BE AVAILABLE, ACCURATE, COMPLETE, OR FREE FROM ERRORS. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

12. LIMITATION OF LIABILITY REGARDING USE OF SERVICES

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, AND ANY THIRD PARTIES MENTIONED ON THE SERVICES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR

OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR CONTENT IS TO STOP USING THE SERVICES. YOU ACKNOWLEDGE THIS PROVISIONS IS A LIQUIDATED DAMAGES PROVISION AND IS NOT A PENALTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR CONTENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT OF MONETARY CONSIDERATION, IF ANY, THAT YOU PAID TO COMPANY IN THE LAST TWELVE (12) MONTHS. YOU ACKNOWLEDGE THIS PROVISIONS IS A LIQUIDATED DAMAGES PROVISION AND IS NOT A PENALTY.

13. GOVERNING LAW

These Terms and any dispute in connection with the Services shall be governed by the laws of the State of South Carolina without regard to its rules on conflicts or choice of law. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of South Carolina in each case located in Charleston County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. GENERAL

In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect. These Terms constitute the entire agreement between Company and you pertaining to the subject matter hereof. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within the Services.

15. CHANGES TO TERMS

We may revise and update these Terms from time to time in our sole discretion. We will notify you of any changes we make to our Terms, such as by e-mail address if you have elected to provide a contact e-mail address or through a conspicuous banner or posting on the homepage(s) and/or loading screen of our Services.

Your continued use of the Services following the posting of revised Terms indicates your acceptance of, and agreement to, the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

16. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on our Services, please provide a notice compliant with the Digital Millennium Copyright Act (**DMCA**) to Company's copyright agent (**DMCA Agent**). For your complaint to be valid under the DMCA, you must provide the following information in writing: (i) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that you claim is being infringed; (iii) identification of the material that is claimed to be infringing and where it is located on the Services; (iv) information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or

law; and (vi) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the DMCA Agent at the address provided below in **CONTACT US**.

17. CONTACT US

Company can be contacted at:

Royall Stays LLC
58 Shem Drive,
Mount Pleasant, SC 29464
info@royallstays.com
(843) 936-1555