

# EarthOMs Guest Terms

Effective date: [01/01/2026]

## 1. Purpose and scope

- 1.1. These Guest Terms ("Guest Terms") govern your booking and stay experience on the EarthOMs marketplace operated by [EarthOMs LLC] ("EarthOMs," "we," "us"). By booking or staying at an accommodation listed on our Platform (a "Listing"), you agree to these Guest Terms, the Terms of Service, the Privacy Notice, and any policies incorporated by reference.

## 2. Incorporated documents

- 2.1. The following are part of your agreement with us:
  - 2.1.1. **Terms of Service**
  - 2.1.2. **Privacy Notice**
  - 2.1.3. **Non-Discrimination & Accessibility Policy**
  - 2.1.4. **DMCA Policy & Agent**
  - 2.1.5. **Returns/Warranty & Merchant-of-Record Policy (for "Shop Your Stay" purchases)**
- 2.2. If there is a conflict, these Guest Terms control the guest-specific aspects of a booking.

## 3. Role of EarthOMs; contract formation

- 3.1. EarthOMs provides a marketplace venue. When you book, you enter a direct contract with the host of the Listing ("Host"). EarthOMs is not the owner, manager, broker, insurer, or agent of the Host. EarthOMs facilitates booking, payments, certain taxes where required or elected, and platform policies.

## 4. Eligibility and account

- 4.1. You must be at least 18 and legally able to enter contracts. You are responsible for your account activity and for ensuring that your party complies with these Guest Terms and any house rules in the Listing.

## 5. Pricing, fees, and taxes

- 5.1. Total price. Before payment, we display an itemized and total price, including the nightly rate set by the Host, cleaning or other disclosed fees, EarthOMs guest fees of 12% average, and applicable taxes.
- 5.2. Taxes. Depending on the jurisdiction, EarthOMs or the Host may collect and remit transient occupancy/lodger taxes. Amounts and responsible party will be shown at checkout.
- 5.3. Errors. Clearly erroneous pricing or availability may result in cancellation and a full refund.

## **6. House rules and use of the accommodation**

- 6.1. Compliance. You must comply with house rules, occupancy limits, local laws (including noise and parking), and HOA/community rules if applicable.
- 6.2. Condition and care. Treat the accommodation, furnishings, and neighborhood with care. Report hazards or damage promptly.
- 6.3. Prohibited uses. No unlawful activity, events beyond stated limits, commercial filming unless permitted, or activities that create a safety risk.

## **7. Check-in, check-out, and access**

- 7.1. Times and instructions are provided in the Listing or pre-arrival communications.
- 7.2. Access devices (keys, fobs, codes) must be returned or reset per instructions. Lost devices or lockouts may incur reasonable, disclosed fees.

## **8. Cancellations and refunds**

- 8.1. Policies. Your refund eligibility depends on the cancellation policy selected by the Host, applicable law, and any EarthOMs program updates posted at booking time.
- 8.2. Force majeure and safety. EarthOMs or the Host may cancel for extenuating circumstances (e.g., declared emergencies, illegal use, verified safety failures). You will receive a refund consistent with the applicable policy.
- 8.3. How refunds are paid. Refunds are returned to the original payment method. Timing depends on the payment provider.
- 8.4. No-shows and early departures typically do not qualify for a refund unless the applicable policy or law provides otherwise.

## **9. Security deposits and incidentals**

- 9.1. If a security deposit is configured on the Platform, the amount, hold, and release timing will be shown at checkout. Deposits and incidental charges must be handled through the Platform, not off-platform.

## **10. Damage, excessive cleaning, and charges**

- 10.1. Assessment. Reasonable charges for verified damage, missing items, or excessive cleaning may be assessed in accordance with platform procedures and applicable law.
- 10.2. Disputes. If you dispute a charge, follow our resolution process. Chargebacks outside that process may delay resolution and can result in account limitations.

## **11. Safety, cameras, and privacy**

- 11.1. Life-safety. Hosts must meet minimum safety standards (e.g., smoke/CO alarms, extinguishers, egress). If you discover a safety issue, contact the Host and EarthOMs support immediately; call emergency services for emergencies.
- 11.2. Cameras and recording. Cameras are prohibited in private areas (bedrooms, bathrooms, spa/sauna). Any permitted devices (e.g., exterior entry cameras, noise sensors) must be disclosed in the Listing. If you find an undisclosed device, report it immediately.

- 11.3. Privacy. Do not access locked owner areas or personal storage. Do not tamper with safety devices.

## **12. Accessibility and non-discrimination**

- 12.1. Our policy. EarthOMs prohibits discrimination on protected characteristics.
- 12.2. Service animals. Where required by law, service animals must be accommodated and may not be charged pet fees. Only limited, lawful inquiries are allowed.
- 12.3. Feature accuracy. Accessibility features are self-described by Hosts or verified via audit. Verify critical needs with the Host before booking.

## **13. Reviews and communications**

- 13.1. Reviews must reflect your genuine experience and comply with platform policies. No harassment, hate speech, or fabricated content.
- 13.2. Communications with Hosts should remain on the Platform for safety, support, and fraud prevention.

## **14. Prohibited conduct**

- 14.1. You agree not to:
  - 14.1.1. Violate laws, house rules, or third-party rights.
  - 14.1.2. Misrepresent identity; host unauthorized events; sublet or re-sell bookings.
  - 14.1.3. Bypass platform fees or steer transactions off-platform.
  - 14.1.4. Interfere with safety devices or access areas not intended for guests.
  - 14.1.5. Engage in harassment or discriminatory conduct.

## **15. EcoRating and “green” claims**

- 15.1. EcoRating badges indicate that a Listing met defined criteria at a point in time. They are informational, not medical or regulatory certifications. “Green” or wellness-related statements must follow platform policies and applicable law. If a claim seems inaccurate, please report it.

## **16. Payments, holds, and chargebacks**

- 16.1. Payments are processed by our payment provider. We may place holds or reserves where fraud risk or disputes exist. Improper chargebacks may result in account limitations. Contact support to resolve issues promptly.

## **17. “Shop Your Stay” purchases**

- 17.1. Product purchases you make via “Shop Your Stay” are governed by the Returns/Warranty & Merchant-of-Record Policy. Product pages will identify the merchant of record and applicable return windows and instructions.

## **18. Travel risks and third-party services**

- 18.1. Travel involves inherent risks. Weather, outages, construction, or local events may affect your stay. Third-party services (maps, transportation, insurance, product vendors) are subject to their own terms. EarthOMs is not responsible for third-party performance.

## **19. Complaints, incidents, and support**

- 19.1. For safety emergencies, contact local authorities first. Then notify the Host and EarthOMs. For non-emergencies, use the in-app or email support channels. We maintain an incident process and may request information or evidence to assist resolution.

## **20. Limitation of liability and disclaimers**

- 20.1. To the maximum extent permitted by law, the disclaimers and liability limitations in the Terms of Service apply to your bookings and stays. EarthOMs does not control property conditions and does not guarantee suitability for any particular purpose.

## **21. Indemnification**

- 21.1. You agree to defend, indemnify, and hold harmless EarthOMs and its affiliates from claims and expenses arising from: your breach of these Guest Terms, violation of law or third-party rights, damage you or your invitees cause, or misuse of the Platform.

## **22. Dispute resolution; governing law**

- 22.1. The arbitration agreement, class-action waiver, governing law, and venue provisions in the Terms of Service apply to these Guest Terms. You may opt out of arbitration within the timeframe and method stated there.

## **23. Modifications to bookings**

- 23.1. Changes to dates, guests, or pricing require Host approval and may result in additional charges or refunds based on the applicable policy. Unauthorized occupancy or unapproved changes may lead to cancellation without refund.

## **24. Seller-of-Travel and local disclosures**

- 24.1. If Seller-of-Travel registrations or disclosures are required for your jurisdiction, they will be listed in the footer or help center. Some cities require display of permit numbers on Listings; we provide fields for Hosts to meet those requirements.

## **25. Changes to these Guest Terms**

- 25.1. We may update these Guest Terms as our Services or laws change. Material changes will be noticed via email or in-product notice. Continued use after the effective date constitutes acceptance.

## **Contact**

Questions about these Guest Terms:

EarthOMs Guest Support: [ContactEarthOMs@gmail.com](mailto:ContactEarthOMs@gmail.com)

**Mail:** 229 Airport Rd STE 7 PMB 234, Arden NC 29704

## **Quick reference summary (non-contractual aid)**

1. Your contract is with the Host; EarthOMs is the marketplace.
2. You'll see the total price (rates, fees, taxes) before paying.

3. Refunds follow the Host policy shown at booking, applicable law, and any extenuating-circumstances rules.
4. Follow house rules and local laws; report hazards and undisclosed cameras immediately.
5. Service animals are generally accommodated where required.
6. Product purchases during your stay are covered by the separate “Shop Your Stay” returns policy.