

EarthOMs Terms of Service

Effective date: 11/11/2025

1. Who we are and how this works

EarthOMs (“EarthOMs,” “we,” “us,” “our”) operates an online marketplace that connects property hosts (“Hosts”) with travelers (“Guests”) seeking short-term stays and related services (the “Services”). We are not a property manager, hotel, broker, insurer, or travel agency. We provide a platform and tools to list, discover, and book accommodations and to purchase certain goods via “Shop Your Stay.”

Company legal name: EarthOMs LLC

Registered address: 1000 Brickell Avenue, Suite #715 Miami, Florida 33131

Contact: ContactEarthOMs@gmail.com | Mail to: 229 Airport Rd STE 7 PMB 234, Arden NC 29704

By accessing or using EarthOMs websites, apps, or Services (collectively, the “Platform”), you agree to this Terms of Service (“Terms”).

2. Additional terms and policies

These Terms incorporate the following by reference (they are part of your agreement with us):

- Guest Terms
- Host Agreement
- Privacy Notice
- Returns/Warranty & Merchant-of-Record Policy (for “Stay → Shop”)
- DMCA Policy & Agent
- Non-Discrimination & Accessibility Policy
- Green-Claims Guide (for marketing submissions)

If any conflict exists, a specific agreement (e.g., Host Agreement) controls for that role.

3. Eligibility and accounts

- You must be at least 18 and able to form a binding contract.

- Create one account per person/legal entity; keep credentials confidential; you're responsible for activity on your account.
- We may require identity/KYC verification (e.g., government ID for Hosts, payout recipients, or in fraud-risk scenarios). Failure to complete verification can lead to suspension.

4. Marketplace role; no professional advice

EarthOMs is a venue. Listings are created and controlled by Hosts. We don't own or control properties, set house rules, or guarantee legal compliance, safety, or fitness for a particular purpose. Any wellness, eco, or "EcoRating" information reflects disclosed features and our scoring logic; it is informational, not a medical, environmental, or legal certification.

5. Fees, pricing, and taxes

- **Guest Fees.** Guests pay the listing price set by the Host, plus applicable taxes and EarthOMs guest fees of [12% average] ("Guest Fee").
- **Host Fees.** Hosts pay EarthOMs host fees of [3–5%] based on tier ("Host Fee"), deducted from payouts.
- **Total price transparency.** Before checkout, we display a total that includes nightly rate, cleaning (if any), EarthOMs fees, and estimated taxes.
- **Taxes.** Depending on jurisdiction, EarthOMs or the Host may be required to collect and remit occupancy/lodging taxes. For "Shop Your Stay," sales tax may apply based on the shipping destination and item type.
- **Price errors.** If a clear pricing error occurs, we may cancel and refund affected bookings.

6. Bookings, cancellations, and refunds (summary)

- Booking constitutes a contract between Guest and Host.
- Cancellation and refund outcomes depend on the Host's policy, local law, and our Guest Terms.
- Where a refund is due, we process it via your original payment method; timing depends on the payment provider.
- Chargebacks and disputes may result in holds or adjustments to payouts per these Terms and the Host Agreement.

7. Payouts and holds (Hosts/affiliates)

- Payouts are made via our payment provider to the bank account you designate, less applicable fees and taxes.
- We may place a hold, reserve, or offset against payouts for chargebacks, fraud, safety incidents, or policy violations.
- You must provide accurate tax information (e.g., W-9/W-8); we may issue 1099-K/1099-NEC where required.

8. Host responsibilities (summary)

Hosts must:

- Comply with short-term rental laws, permits, building/fire codes, HOA/lease rules, and tax obligations.
- Meet minimum safety standards (e.g., smoke/CO alarms, fire extinguisher, safe egress) and disclose any cameras (never in private areas).
- Maintain accurate listings (amenities, accessibility, pricing, availability, house rules, EcoRating inputs).
- Carry required insurance and cooperate with Integrity Ambassador (IA) audits as defined in the Host Agreement.

9. Guest responsibilities (summary)

Guests must:

- Respect house rules, occupancy limits, and local laws.
- Use the property safely and report hazards or damage.
- Honor the Non-Discrimination & Accessibility Policy, including service-animal rules.
- Pay for any fees, damages, or extra cleaning permitted by the applicable policy and law.

10. Prohibited activities

You agree not to:

- Violate laws or third-party rights; misrepresent identity; list or book unlawful accommodations.

- Post illegal, fraudulent, infringing, or misleading content; “scrape,” data mine, or reverse engineer the Platform.
- Bypass or disable security; interfere with others’ use; use bots to create accounts or make bookings.
- Engage in hate speech, harassment, or discrimination.

11. Your content; our license

You own your content. When you upload content (e.g., photos, reviews, listing text), you grant EarthOMs a worldwide, non-exclusive, royalty-free license to host, reproduce, modify for formatting, display, and distribute that content to operate, promote, and improve the Platform. You represent that you have rights to grant this license. We may remove content that violates these Terms or laws.

12. Reviews and ratings

Reviews must be truthful and based on genuine experiences. We may moderate, delay, or remove reviews that are abusive, irrelevant, incentivized without disclosure, or otherwise violate policy. We do not mediate review disagreements, but you may flag content for review.

13. EcoRating and claims

EcoRating badges indicate that a listing met our defined criteria at a point in time based on Host disclosures and/or audits. They are not government approvals or medical claims. Marketing or listing statements about environmental or wellness qualities must comply with our Green-Claims Guide and applicable law. We may modify the EcoRating methodology and display.

14. Integrity Ambassador (IA) checks

We may conduct IA audits or “secret-shop” stays to assess safety, listing accuracy, and EcoRating inputs. IA activities are limited to guest-accessible areas and evidence protocols; see the Host Agreement and Privacy Notice for details on data handling.

15. Third-party services

The Platform may link to third-party services (payments, mapping, communications, insurance, product vendors). We are not responsible for third-party terms, privacy, or performance. Your use of those services is at your discretion and subject to their terms.

16. Privacy

Our Privacy Notice explains what we collect, why, and how we use and share data, including fraud prevention, payments, tax compliance, and IA evidence handling. By using the Platform, you consent to those practices. Exercise your rights via the methods described there.

17. Intellectual property

The Platform, EarthOMs marks, logos, and EcoRating badges are our IP. Do not use our trademarks without written permission, except for allowed nominative fair use. Hosts may use provided badge assets only as described in our brand guidelines.

18. DMCA notice and repeat infringers

We respond to copyright complaints under the DMCA. See the DMCA Policy for instructions and our designated agent information. We may terminate accounts of repeat infringers.

19. Safety; no warranties

We do not control or guarantee property conditions, safety devices, cleanliness, accessibility features, or the suitability of accommodations for any person or purpose. THE PLATFORM AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. Some jurisdictions do not allow disclaimers; in those places, this section applies to the fullest extent permitted.

20. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EARTHOMS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, DATA, GOODWILL, OR SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL

LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO EARTHOMS IN FEES DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (B) [\$100]. Some jurisdictions do not allow certain limitations; this section applies to the fullest extent permitted.

21. Indemnification

You agree to defend, indemnify, and hold harmless EarthOMs and its affiliates from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your breach of these Terms, your misuse of the Platform, your content, your property (if you are a Host), or your interactions with other users or third parties.

22. Termination and suspension

We may suspend or terminate your account, remove content, or cancel bookings if we believe you violated these Terms, created risk, or engaged in fraud. You may stop using the Platform at any time. Sections that by nature should survive (e.g., IP licenses, disclaimers, limitations, indemnities, dispute resolution) will continue after termination.

23. Dispute resolution; arbitration; class-action waiver

PLEASE READ THIS SECTION CAREFULLY – It affects your rights.

- **Agreement to arbitrate.** You and EarthOMs agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Platform will be resolved by binding individual arbitration administered by [JAMS/AAA] under its [Comprehensive/Consumer] Rules.
- **Class-action waiver.** You may bring claims only in your individual capacity, not as a class member or representative. The arbitrator may not consolidate claims of multiple persons.
- **Venue and governing law.** The seat of arbitration will be Miami, Florida. These Terms are governed by the laws of the State of Florida, excluding conflict-of-law rules.
- **Small-claims court option.** Either party may bring an individual action in small-claims court in Dade County, Florida instead of arbitration.
- **30-day opt-out.** You may opt out of arbitration within 30 days of creating your account by sending written notice to: ContactEarthOMs@gmail.com / 1000 Brickell Avenue, Suite #715 Miami, Florida 33131.

- **Injunctive relief.** A court may enter judgment on the award and grant injunctive relief to protect IP or Platform integrity.

24. Non-discrimination; accessibility

Users must follow all applicable anti-discrimination laws. Hosts may not refuse or cancel based on protected characteristics. Service animals must be accommodated where required by law; see our Non-Discrimination & Accessibility Policy for details. We aim for WCAG 2.1 AA accessibility for the Platform and welcome feedback at ContactEarthOMs@gmail.com.

25. Seller-of-Travel and local notices

In some jurisdictions, Seller-of-Travel (SOT) laws may apply. If we are required to register or post bonds, our registration numbers and disclosures will appear here or in the footer/FAQ. Some cities require permit numbers to be displayed on listings; we provide fields for Hosts to enter them and may restrict publication where missing or invalid.

26. Changes to the Terms

We may update these Terms to reflect changes in our Services or law. If changes are material, we will provide notice (e.g., email or in-product). The updated Terms are effective when posted unless stated otherwise. Your continued use constitutes acceptance.

27. Miscellaneous

- **Entire agreement.** These Terms (plus incorporated policies) are the entire agreement between you and EarthOMs regarding the Platform.
- **Severability.** If any provision is unenforceable, the rest remains in effect.
- **Assignment.** You may not assign without our consent; we may assign these Terms in connection with a merger, acquisition, or sale of assets.
- **No waiver.** Failure to enforce a provision is not a waiver.
- **Force majeure.** We are not liable for delays or failures due to events beyond our reasonable control.

28. Contact

Questions about these Terms:

EarthOMs Legal

Email: ContactEarthOMs@gmail.com

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