# Terms and Conditions for Poppy Stays

Last Updated: 2025-01-01

These Terms and Conditions govern the use of the Poppy Stays website and the services provided through it. By accessing or using our website, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please refrain from using our services.

#### 1. General Terms

- Eligibility: You must be at least 18 years old and have the legal capacity to enter into binding contracts to use our services. By using our platform, you confirm that you meet these criteria.
- Account Registration: To access certain features of our platform, including making bookings or listing a spot, you must create an account. You agree to provide accurate, complete, and up-to-date information during the registration process.
- Account Responsibility: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized access or use of your account.

# 2. Booking and Payments

- Booking Process: All bookings must be made through Poppy Stays. When making a booking, you will be required to provide accurate information, including payment details. A valid payment method must be provided to confirm the booking.
- Booking Confirmation: A booking is only confirmed when you receive a confirmation email or notification from us. Until you receive this confirmation, the booking is not guaranteed.
- Payment: Payments for bookings are processed through a third-party payment processor. We do not store your payment information directly, and all transactions are subject to the terms and conditions of the payment processor.



#### 3. Cancellation and Refunds

- Cancellation Policy: Cancellations are allowed up to 24 hours before the scheduled check-in time. Cancellations made within this period will receive a 75% refund. Cancellations after the check-in time are not eligible for refunds.
- Refund Process: Refunds will be issued to the original payment method used at the time of booking. Processing times may vary depending on the payment method.
- Late Cancellations: If a booking is canceled within 24 hours of the scheduled check-in time, or if the guest fails to show up, no refund will be issued.

#### 4. Reviews and Feedback

- Honesty and Integrity: All reviews submitted to Poppy Stays must be honest and based on genuine experiences. Manipulating or creating fake reviews is strictly prohibited and may result in account suspension or termination.
- Review Moderation: Poppy Stays reserves the right to moderate, edit, or remove reviews that violate our terms or contain inappropriate content, including hate speech, offensive language, or defamatory statements.
- Impact on Listings: Reviews may impact the visibility and reputation of spots. Spot owners are encouraged to respond to reviews professionally and address any concerns raised by guests.



### 5. Spot Listings

- Owner Responsibilities: Spot owners are responsible for creating, maintaining, and updating their listings. Owners must ensure that all information, including descriptions, pricing, availability, and photos, is accurate and up-to-date.
- Listing Modifications and Deletions: Spot owners may modify or delete their listings at any time. However, deleting a spot will permanently remove all data associated with that listing, including reviews and booking history.
- Prohibited Practices: Spot owners are prohibited from repeatedly deleting and re-listing spots to manipulate booking visibility or pricing. Such actions may lead to suspension or termination of the account.

#### 6. Promotions and Discounts

- Non-Combining Offers: Promotional offers and discounts cannot be combined unless specifically stated in the offer terms. Each promotion may have its own eligibility requirements, expiration dates, and conditions.
- Modification of Offers: We reserve the right to modify, suspend, or terminate any promotions at our discretion without prior notice. Promotions are subject to availability and may be limited in quantity.

# 7. Account Termination and Suspension

- Termination by Us: Poppy Stays reserves the right to suspend or terminate any account that violates our Terms and Conditions, engages in fraudulent activities, or causes harm to other users or our platform.
- Termination by You: You may cancel your account at any time by contacting us. Upon termination, you will lose access to any paid services, and no refunds will be issued for any remaining subscription periods.



# 8. Liability and Disclaimers

- Limitation of Liability: Poppy Stays is not liable for any damages, losses, or injuries incurred during stays or while using our services. Users are solely responsible for their safety and well-being while using the platform.
- No Warranty: We make no warranties or representations regarding the availability, reliability, or quality of the spots listed on our platform. All spots are provided "as is," and we do not guarantee their accuracy or suitability for your needs.

# Governing Law and Dispute Resolution

- Jurisdiction: These Terms and Conditions are governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising from the use of our services will be subject to the exclusive jurisdiction of the courts in [Jurisdiction].
- Arbitration: Any disputes or claims arising out of or relating to these Terms and Conditions shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

# 10. Changes to Terms

- Poppy Stays reserves the right to update or modify these Terms and Conditions at any time. Changes will be posted on our website, and the "Last Updated" date will be revised accordingly. Continued use of our services after changes are posted constitutes acceptance of the revised Terms.



# 11. Contact Us

If you have any questions about these Terms and Conditions or need further information, please contact us at:

Poppy Stays

Email: <a href="mailto:contact@poppystays.com">contact@poppystays.com</a>

