

Terms of Service

Effective Date: August 28, 2024

1. Introduction

Welcome to Elliot House Escapes (“Company,” “we,” “our,” “us”). These Terms of Service (“Terms”) govern your access to and use of our website [<https://www.elliothouseescapes.com/>] (the “Site”), services, and products (collectively, the “Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.

2. Eligibility

By using our Services, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms.

3. Changes to Terms

We reserve the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Site. Your continued use of the Services following the posting of changes constitutes your acceptance of those changes. It is your responsibility to review these Terms periodically.

4. Use of Services

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services.

5. Intellectual Property

All content, features, and functionality (including but not limited to text, graphics, logos, icons, images, and software) available on or through the Services are the exclusive property of the Company or its licensors and are protected by intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site without prior written permission.

6. User Content

You may be able to submit, post, or display content, including but not limited to text, photos, and reviews ("User Content"). You retain ownership of your User Content, but by submitting, posting, or displaying it on the Site, you grant us a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, distribute, and display such User Content in connection with the Services.

You represent and warrant that:

- You own or have the necessary rights to use and license the User Content.
- Your User Content does not violate the privacy rights, publicity rights, intellectual property rights, or other rights of any person.

7. Third-Party Links

The Site may contain links to third-party websites or services that are not owned or controlled by the Company. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that the Company is not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

8. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Company, its affiliates, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the Services.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from our Services.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the Services.
- All of the Services are provided without warranty of any kind or nature except those specifically provided in these Terms of Services or otherwise provided to you in writing.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms.
- Your use of the Services, including but not limited to your User Content, any use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.
- Your violation of any law or the rights of a third party.

10. Termination

We may terminate or suspend your access to all or part of the Services immediately, without prior notice or liability, for any reason whatsoever (or no reason at all), including, without limitation, if you breach these Terms.

Upon termination, your right to use the Services will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. You agree that any dispute arising out of or relating to these Terms or your use of the Services will be resolved exclusively in the state or federal courts located in Austin, Travis County, Texas, and you consent to the jurisdiction of such courts.

12. Dispute Resolution

In the event of any dispute or claim relating to these Terms or the Services, you agree to first, in good faith, attempt to resolve the dispute informally by contacting us at hello@elliothouseescapes.com. If the dispute cannot be resolved informally, any legal proceedings must be brought as specified in the Governing Law section of these Terms of Services.

13. Waiver and Severability

No waiver of any term or condition set forth in these terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such provision shall be eliminated or limited to the minimum

extent necessary so that the remaining provisions of the Terms will continue in full force and effect.

14. Cancellation and Refund Policy

14.1 Cancellations by Clients

- **Notice of Cancellation:** Clients may cancel their bookings by providing written notice to the Company. The notice period required for cancellations is as follows:
 - **Cancellations made more than 60 days prior to the scheduled departure date:** Eligible for a refund, minus any non-refundable deposits and service fees.
 - **Cancellations made between 30 to 59 days prior to the scheduled departure date:** Eligible for a 50% refund of the total booking amount, minus any non-refundable deposits and service fees.
 - **Cancellations made less than 30 days prior to the scheduled departure date:** No refund will be provided.
- **Non-Refundable Deposits:** Certain bookings may require non-refundable deposits. These deposits are clearly stated at the time of booking and are non-refundable under any circumstances.
- **Service Fees:** All service fees associated with the booking are non-refundable.

14.2 Cancellations by the Company

- The Company reserves the right to cancel any booking or service at any time due to unforeseen circumstances, such as natural disasters, travel restrictions, or other events beyond our control commonly known as acts of God or force majeure. In such cases, clients will be offered the following options:
 - **Full Refund:** A full refund of the amount paid, less any costs directly incurred by the Company or for which the Company is liable to pay.
 - **Rescheduling:** The option to reschedule the trip or service to a later date, subject to availability.

14.3 Changes to Bookings

- **Client-Initiated Changes:** Any requests to change the dates, destination, or other aspects of a booking must be made in writing and are subject to availability. Additional fees may apply for changes to bookings.
- **Company-Initiated Changes:** If the Company needs to make significant changes to a booking (e.g., change of dates, significant change in itinerary), clients will be notified as soon as possible. Clients may choose to accept the changes, request a different booking, or cancel the booking for a full refund.

14.4 Refund Processing

- Refunds will be processed within 14 business days of receiving the cancellation notice or the agreement to a refund.
- Refunds will be issued to the original payment method used at the time of booking.
- The Company is not responsible for any fees or charges imposed by the client's bank or credit card issuer.

14.5 Travel Insurance

- We strongly recommend that clients purchase comprehensive travel insurance that covers cancellations, interruptions, medical emergencies, and other unforeseen circumstances. The Company is not responsible for any costs incurred due to lack of insurance coverage.

14.6 No-Show Policy

- If a client fails to appear for their scheduled trip or service without prior notification (a "no-show"), the entire booking amount will be forfeited, and no refund will be provided.

15. Entire Agreement

These Terms, along with our Privacy Policy and any other legal notices or additional terms published by us on the Site, constitute the entire agreement between you and the Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Services.

16. Contact Information

If you have any questions about these Terms, please contact us at:

Elliot House Escapes

1700 E. 4th Street, Apt 2316

Austin, TX 78702

Email: hello@elliothouseescapes.com

Phone: 508-404-5140

17. Acknowledgment

By using the Services, you acknowledge that you have read these Terms of Service and agree to be bound by them.