

STAEWYNN, LLC
Terms of Service

Effective Date: September 9, 2024

OVERVIEW

Thank you for visiting the STAEWYNN website (“Website”) and reviewing our Terms of Service. This website is operated by STAEWYNN. Throughout the site, the terms “we”, “us” and “our” refer to STAEWYNN. We offer this website (including all information, documents, catalogs, tools, communications, files, text, graphics, and audio/visual files, (collectively, the “Materials”), to you, the “User”, conditioned upon your acceptance of all terms, conditions, policies and notices set forth in this document. It spells out what you can expect from us and what we expect from you. By visiting our website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). This Terms applies to all current and future policies. By using our Services or purchasing our products, you agree to follow any new or updated policies, which will be communicated through our website, booking details, or other relevant channels. These Terms apply to all Users of the Website, including without limitation to Users who are browsers, vendors, customers, guests, clients, merchants, and/or contributors of content.

ACCEPTANCE OF TERMS & CONDITIONS

Please read these Terms of Service carefully before accessing or using our Website. By accessing, downloading in any way, without limitation, Materials from this website, merely browsing or using any part of the Website, you agree and are bound by these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, then you must not access our website or use our Service. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on our Website. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes. If you do not agree to these Terms, you must not use our Website.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content, (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Website is not accurate, complete or current. The Material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the Material on this Website is at your own risk. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

TRANSFERABILITY

User's right to use this website is non-transferable.

INTERNATIONAL USERS

This Website can be accessed from locations around the world. STAEWYNN makes no representations that this Website or Materials available through it are appropriate for use at other locations outside the United States. If you access this Website from a location outside the United States, you are responsible for compliance with all local and/or international laws.

INTELLECTUAL PROPERTY RIGHTS/COPYRIGHT INFORMATION

Unless otherwise specified, all Materials and content included on this Website, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the property of and are owned or licensed by STAEWYNN and protected by United States and international copyright laws. Copyright 2024. All rights not expressly granted herein are reserved. No Materials appearing on the Website may be copied, reproduced, modified, republished, posted, transmitted or distributed in any form or by any means without prior written permission of STAEWYNN. Any unauthorized use of the Materials to this Website may violate copyright trademark and other applicable laws and could result in criminal or civil penalties. STAEWYNN does not claim ownership of copyrights owned by third parties. You may not sell, modify, reproduce, display publicly or otherwise use the Website Materials in any way for any public or commercial purpose. Permission to reprint or electronically reproduce any document or graphic, in whole or in part, for any other purpose is expressly prohibited without prior written consent from STAEWYNN. All comments, feedback, suggestions, ideas and other submissions disclosed, submitted or offered to STAEWYNN in connection with use of this Website shall be the exclusive property of STAEWYNN. You, the User, agree that unless otherwise prohibited by law, STAEWYNN may use, sell, exploit and disclose the ideas in any manner, without restriction and without compensation to the User. If you have a website and wish to establish temporary or permanent links from your website to our Website, you must request and receive written permission from STAEWYNN.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products or services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the Website. We have made every effort to display as accurately as possible the colors and images of our products or services that appear on the Website. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of services, products or pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, Services, information, or other Materials purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. Content on this Website is being provided "as is" and without any warranty of any kind, including without limitation, warranties of merchantability or fitness for any particular purpose.

ACCURACY OF BILLING AND ACCOUNT INFORMATION (if applicable)

We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer, client or guest account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address provided at the time the order was made. We reserve the right to limit or prohibit orders at our discretion and sole judgment. You agree to provide current, complete and accurate contact, purchase and other information for all purchases made from our Website. You agree to promptly update your contact and other information, including your email address, billing address, credit card number and expiration date, and phone number so that we can complete your transactions and contact you as needed.

OPTIONAL TOOLS

We may provide you with access to third-party tools or websites over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party tools and websites. Any use by you of tools and websites offered through our Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms and conditions that are provided by the relevant third-party provider(s). We may also, in the future, offer new Services, products and/or features through our Website (including, the release of new tools and resources). Such new services, products, and features shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Links on our Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for

any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, products, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SOCIAL MEDIA AND CONTENT

By engaging with STAEWYNN's website and social media, you agree to the following:

1. **Content Ownership** - All content (text, images, videos, etc.) is owned by STAEWYNN and protected by intellectual property laws, you may not copy, reproduce or use it without our permission. Sharing our content is allowed, provided you credit STAEWYNN and follow platform-specific guidelines.
2. **User-Generated Content** - By posting on our platforms, you grant us the right to use, modify, and share your content for business purposes, without compensation. We may use your contributions (comments, reviews, etc.) in our marketing and promotional materials.
3. **Engagement** - We encourage positive and respectful interactions. Offensive or inappropriate comments will be removed, and violators blocked at our sole discretion. STAEWYNN reserves the right to moderate content that does not align with our values.
4. **Privacy** - We will not share your personal information without consent, except as required by law. Review our Privacy Policy on our website for details. STAEWYNN is not liable for the misuse of such information.

5. **Third-Party Content** - Links to external sites may appear on our platforms, but we are not responsible for the content or practices of third-party sites.
6. **Intellectual Property** - Do not post content that infringes on others' intellectual property rights. If you believe your rights have been violated, contact us at connect@staewynn.com.
7. **Policy Changes** - We may update this policy at any time. Continued use of our platforms indicates acceptance of the updated policy.

PERSONAL INFORMATION

Your submission of personal information through the Website is governed by our Privacy Policy. You can review our Privacy Policy in detail on our Website. STAEWYNN does not intend to solicit or collect personal information from any person under the age of 18. If you are under the age of 18, do not enter or otherwise provide any information on this website or engage in Services, or purchase products on the Website.

ERRORS, INACCURACIES AND OMISSIONS (if applicable)

Occasionally there may be information on our Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to products or service descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel reservations or orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your reservation or order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or Website or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; or use any other malicious or invasive code or program (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service, Website or any related website, other websites, or the Internet; or to engage in any other activity deemed by STAEWYNN to be in conflict with the spirit or intent of this website. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

The content of this website is for informational purposes only. We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and Services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall STAEWYNN, our owners, directors, officers, employees, parent, subsidiaries, affiliates, agents, partners, officers, contractors, subcontractors, interns, suppliers, service providers, third party content providers, merchants or licensors (collectively, "Providers") be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation to lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Any Materials downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. If you are dissatisfied with this Website and/or Materials, your sole and exclusive remedy is to discontinue your use of this Website.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless STAEWYNN and Providers (our owners, directors, officers, employees, parent, subsidiaries, affiliates, agents, partners, officers, contractors, subcontractors, interns, suppliers, service providers, third party content providers, merchants or licensors) from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this website, Terms or any related policies herein, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

TERMINATION

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us at connect@staewynn.com that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

GOVERNING LAW

This website is controlled by STAEWYNN from its offices in the state of North Carolina. As such, you, the User, agree these Terms of Service and any policies or separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of North Carolina. You agree that the state of North Carolina will govern these disclaimers and Terms of Service, without giving effect to any principles or conflicts of laws. User hereby irrevocably and unconditionally consents to jurisdiction in the state of North Carolina. Any dispute relating in any way to your visit to the website shall be submitted to confidential arbitration in North Carolina, except that, to the extent you have in any manner violated STAEWYNN, LLC's intellectual property rights, STAEWYNN may seek injunctive, equitable or other appropriate relief in any state or federal court and the User consents to exclusive jurisdiction and venue in the state and federal courts in the state of North Carolina. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award, including attorneys' fees, shall be binding and may be entered as a judgment. To the fullest extent permitted by applicable law, no arbitration under these Terms or Privacy Policy shall be joined to an arbitration involving any other party subject to these Terms or Privacy Policy, whether through class arbitration proceedings or otherwise.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on our website. These Terms apply to all current and future policies. By using our Services, or purchasing our products, you agree to follow any new or updated policies, which will be communicated through our website, booking details, or other relevant channels.. These policies are located on our website in more detail. STAEWYNN reserves the right, at our sole discretion, to correct any errors, inaccuracies, or omissions, update, change, modify or replace any part or add to any of our policies and these Terms of Service at any time and without any notice. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. Please review this page often to understand changes we made, as they are binding on you.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on our Website with respect to the Service constitutes the entire agreement and understanding between you, the User, and us and govern your use of the Service, superseding any prior or contemporaneous understanding or agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. The section titles in the Terms of Service and listed on our policies are for convenience only and have no legal or contractual effect.

CONTACT US

If you have questions or concerns regarding this Terms of Service, please email us at: connect@staewynn.com with the subject heading “Terms of Service” and include your name and contact information in the message.