

Roomzster.com Terms of Service

Section summaries, formatted like this, explain what you are agreeing to in plain language, but are not part of the terms.

By using Roomzster you agree to all our terms.

Acceptance of Terms. Please read the following Terms of Service carefully. By using this site, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions. If you are a parent, guardian or teacher, by allowing your child/student to use Roomzster you agree to be bound by these Terms with respect to such child's/student's use of Roomzster.

Your privacy is important to Roomzster. We explain how we use your data in our Privacy Policy, which is legally part of these Terms of Service.

1. **Privacy.** We don't collect any personal information except the IP address of the computer connecting to this site. No information is shared with any third parties.

Your use of Roomzster must be legal and reasonable. You must not act fraudulently or damage Roomzster.

1. **Prohibited Conduct.** You agree not to use Roomzster services for any unlawful purpose, for commercial gains, or in ways prohibited by these Terms.
 - This includes, without limitation: You will not use Roomzster in violation of any local, state, national, or international law, including, without limitation, laws governing data protection and privacy.
 - You will not impersonate any person or entity, falsely claim an affiliation with any person or entity, access the Roomzster accounts of others without permission, or perform any other fraudulent activity.
 - You will not use Roomzster for any commercial use or purpose unless expressly permitted by Roomzster in writing.
 - You will not intentionally interfere with or damage operation of Roomzster by any means. Such interference includes, without limitation, participating in any denial-of-service type attacks and uploading or otherwise disseminating viruses, malware, or other malicious code.

You may stop using Roomzster at any time. Likewise, we may stop providing our services at any time. Roomzster also reserves the right to modify or discontinue, temporarily or permanently, any or all of Roomzster's services. You agree that Roomzster will not be liable to you or any third party for any such termination.

Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

You may not abuse Roomzster's brand, including any trademarks and copyrights.

1. **Intellectual Property.** Roomzster graphics, logos, source code, designs, and content are protected by intellectual property laws, as copyrights, trademarks, and trade dress. Your use of Roomzster does not give you license to use our marks or create derivative works.

You will not modify, adapt, translate or create derivative works based upon Roomzster, except and only to the extent expressly permitted by Roomzster or to the extent the foregoing restriction is expressly prohibited by applicable law.

You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Roomzster or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

While we do our best to make Roomzster reliable and accurate, our services are available "as-is" and may not meet your expectations.

1. **Warranty Disclaimer.** Your and/or your child's/student's use of Roomzster is at your sole risk. Roomzster and all parts and services thereof are provided on an "as is", "as available", and "with all faults" basis. Roomzster disclaims any and all warranties and conditions, whether statutory, express or implied, to the fullest extent permitted by applicable law. No advice or information obtained by you from Roomzster will create any warranty not expressly stated herein. Specifically, but without limitation, Roomzster expressly does not warrant that: a) Roomzster will meet any specific requirements or expectations, including but not limited to yours; b) Roomzster or any data, user content, functions or any other information offered on or through Roomzster will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components; c) The results that are obtained from the use of Roomzster will be accurate or reliable; d)

The quality of any products, services, information, or other material purchased or obtained by you through Roomzster will meet your expectations; or e) Any errors or any issues with Roomzster's services will be corrected.

You understand and agree that your or your child's/student's use of Roomzster is at your own discretion and risk, and that you will be solely responsible for any damage to your property, including your computer system, phone or personal electronic device, or loss of data that results therefrom.

We are not liable if things go wrong or don't meet your expectations.

Limitation of Liability. To the fullest extent permitted by applicable law, under no circumstances, including but not limited to negligence, will Roomzster or its affiliate contractors, employees, agents and its third-party suppliers, licensors, and partners be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to these Terms or your use of (or inability to use) Roomzster, or any interactions with Roomzster.

In no event will Roomzster's or its affiliated contractors', employees', agents' and its third-party suppliers', licensors', and partners' total liability to you for all damages, losses, and causes of action arising out of or relating to these Terms or your use of (or inability to use) Roomzster, or any interactions with Roomzster, exceed the amount paid by you, if any, for accessing Roomzster during the twelve months immediately preceding the date of the claim or one-hundred dollars, whichever is greater.

You and Roomzster agree that any cause of action arising out of or relating to these Terms or your use of (or inability to use) Roomzster, or any interactions with Roomzster, must commence within ONE YEAR after the cause of action accrues. Failure to commence a cause of action within this time limit will result in a permanent bar on the cause of action.

We are not responsible for any consequences of your use of Roomzster.

- 1. Indemnification.** You agree to indemnify, defend, and hold harmless Roomzster, its affiliated contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of Roomzster, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by you or by any child/student associated with you. Roomzster reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Roomzster, and you agree to cooperate with Roomzster's defense of these claims. Roomzster will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

We may need to change these terms.

- 1. Modification of Terms.** Roomzster reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time. We may not provide notice of such changes on our website.

These final provisions make our Terms more binding.

- 1. Waiver.** The failure of Roomzster to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Roomzster.
- 2. Severability.** If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- 3. Headings and Summaries.** The heading references and section summaries herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
- 4. Entire Agreement.** These Terms and the Privacy Policy constitute the entire agreement between you and Roomzster relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms or Privacy Policy as set forth herein.
- 5. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without Roomzster's prior written consent, but may be assigned by Roomzster without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

