

Your use of Clemson.myrentportal.com is subject to your acceptance of these terms of use (the "Terms") and You agree to use this website in accordance with and subject to these Terms. The Terms as set out hereafter constitute the entire agreement between You and Clemson Lofts P1, LLC, a Delaware limited liability company ("Clemson Lofts"). If you do not accept these Terms, please contact us before accessing or using any page within the Clemson Lofts websites. You consent to be bound by these Terms.

THIS AGREEMENT is between you, the user of this Site, and Clemson Lofts.

NO LIABILITY AND LIABILITY LIMITATIONS

CLEMSON LOFTS LIABILITY IN ALL CASES IS STRICTLY LIMITED TO, AND CLEMSON LOFTS IS NOT AND SHALL NOT BE LIABLE BEYOND, THE FOLLOWING, REGARDLESS OF CIRCUMSTANCES:

1. CLEMSON LOFTS LIABILITY FOR ALL LOSS OR DAMAGE FROM ANY CAUSE OR FAULT WHATSOEVER. CLEMSON LOFTS RESERVES THE RIGHT IN ALL INSTANCES TO SUBSTITUTE REPLACEMENT OF THE DOCUMENTS THAT HAD BEEN IN CLEMSON LOFTS CARE AND CONTROL IN LIEU OF PAYMENT. NOTS. NOTSTANDING THE FOREGOING, CLEMSON LOFTS ACCEPTS NO RESPONSIBILITY
2. CLEMSON LOFTS WILL NOT BE RESPONSIBLE IN ANY RESPECT OR FOR ANY AMOUNT FOR LOSS OR DELAY CAUSED BY EVENTS THAT WE CANNOT OR DO NOT CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, WEATHER CONDITIONS, ACTS OF PUBLIC ENEMIES, WAR, STRIKES, CIVIL COMMOTIONS, ACTS OR OMISSIONS OF PUBLIC AUTHORITIES (INCLUDING PASSPORT AND EMBASSY CONSULAR OFFICIALS) OR YOUR FAILURE TO CAREFULLY INSPECT VISA DATES AND TRAVEL DOCUMENTS, SHIPPING COURIER (e.g. LOCAL COURIER, FEDEX , UPS, USPS, ETC.) FAILURES OR NEGLIGENCE.
3. PRIOR TO PLACING AN ORDER, YOU SHOULD ENSURE THAT YOU HAVE REVIEWED THESE TERMS AND THAT THEY ARE ACCEPTABLE TO YOU.
4. WHILE CLEMSON LOFTS MAKES ALL REASONABLE EFFORTS TO ENSURE THAT OUR SERVICES ARE HOLD UP TO HIGHEST ETHICAL AND PROFESSIONAL STANDARDS THE LISTING OF ANY TRAVEL SERVICES IN THE WEBSITE IS NOT AND SHOULD NOT BE TAKEN AS A RECOMMENDATION FROM CLEMSON LOFTS OR A REPRESENTATION THAT THESE SERVICES WILL BE SUITABLE FOR THE USER'S PURPOSE.
8. CLEMSON LOFTS SHALL IN NO WAY BE LIABLE TO YOU IN THE EVENT THAT THESE SERVICES ARE NOT SUITABLE FOR YOUR PURPOSE.

DISCLAIMER

ALL USE BY YOU OF THIS WEBSITE IS AT YOUR OWN RISK. YOU ASSUME COMPLETE RESPONSIBILITY FOR AND FOR ALL RISK OR LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF OR REFERRING TO OR RELYING ON INFORMATION, PRODUCTS, SERVICES OR MATERIALS PROVIDED ON THIS WEBSITE, OR ANY OTHER INFORMATION OBTAINED FROM YOUR USE OF THIS WEBSITE. YOU AGREE THAT CLEMSON LOFTS AND THE PROVIDERS OF TELECOMMUNICATIONS AND NETWORK SERVICES TO CLEMSON LOFTS WILL NOT BE LIABLE FOR DAMAGES ARISING AFTER YOUR USE OR INABILITY TO USE THIS WEBSITE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT THERETO WHETHER BASED ON CONTRACT, TORT OR OTHER GROUNDS. THIS WEBSITE IS AVAILABLE TO ALL USERS "AS IS". CLEMSON LOFTS MAKES NO REPRESENTATIONS, WARRANTIES OR UNDERTAKINGS THAT THIS WEBSITE, OR THE SERVER THAT MAKES IT AVAILABLE, WILL BE FREE FROM DEFECTS, INCLUDING, BUT NOT LIMITED TO VIRUSES OR OTHER HARMFUL ELEMENTS. CLEMSON LOFTS ACCEPTS NO LIABILITY FOR ANY INFECTION BY COMPUTER VIRUS, BUG, TAMPERING, UNAUTHORIZED ACCESS, INTERVENTION, ALTERATION OR USE, FRAUD, THEFT, TECHNICAL FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, OR ANY EVENT OR OCCURRENCE BEYOND ITS CONTROL, WHICH CORRUPTS OR AFFECTS THE ADMINISTRATION, SECURITY, FAIRNESS AND THE INTEGRITY OR PROPER CONDUCT OF ANY ASPECT OF THIS WEBSITE. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR UNDERTAKINGS ABOUT ANY OF THE SERVICES, INFORMATION AND/OR MATERIALS ON THIS WEBSITE, INCLUDING WITHOUT LIMITATION, THEIR ACCURACY, THEIR COMPLETENESS OR THEIR MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this website, you represent and warrant to Clemson Lofts that you will not use any of its websites for any purpose that is unlawful or prohibited by these Terms.

AGE AND RESPONSIBILITY

You confirm that you are of sufficient legal age to use this website and to create binding legal obligations for any liability you may incur as a result of the use of this website. You understand that you are financially responsible for all uses of this website by you and those using your log-in information.

LINKS TO THIRD PARTY SITES

This website may contain hyperlinks to websites operated by parties other than Clemson Lofts. Such hyperlinks are provided for your reference only. Clemson Lofts does not control such websites and is not responsible for their contents. The inclusion of hyperlinks on this website to such other websites does not imply any endorsement of the material on such websites or any association with their operators, nor does Clemson Lofts represent that such third party sites are the only or most appropriate source of the information you seek.

REFUNDS - Cancellations/Refunds **Refund policy is that we make no refunds, but ownership does review each on a “case by case” basis.**

Clemson Lofts shall not accept any liability for losses, additional expenses or any claim whatsoever due to changes in accommodation or other travel services, sickness, weather, strikes or any other cause. All such losses, additional expenses or claims will be borne by you unless otherwise agreed beforehand in writing.

NO LIABILITY IN CREDIT CARD OR DEBIT CARD TRANSACTIONS

Clemson Lofts makes all reasonable efforts to ensure that all credit card and debit card transactions are secure. HOWEVER, if unauthorized charges appear on your credit card or debit card statement for any card used on this website at any time during or after you place your order, conduct your transaction or disclose your card details on this website, Clemson Lofts shall not be liable or responsible in any way in respect of any damage or loss of whatsoever nature suffered by you arising from or in any way connected with site use, transaction or disclosure, subject only to any statutory rights which you may have.

COPYRIGHT, NOTICE AND LIMITED LICENSE

The information, content, graphics, text, sounds, images, buttons, trademarks, service marks, trade names and logos (“Materials”) contained in this website are protected by copyright, trademark, database right, and other intellectual property laws under national laws and international treaties. Clemson Lofts or its licensors (as the case may be) retain all right, title, interest and intellectual property rights in and to the Materials. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Materials, software, products or services obtained from this website. Other than expressly provided herein, nothing in these terms shall be construed as inferring by implication or otherwise any license or right under any copyright, trademark, database right, sui generis right or other intellectual property or proprietary interest of Clemson Lofts, its licensors or any third party. Any persons breaching any of this provision will be prosecuted.

INDEMNITY

You agree to indemnify and hold Clemson Lofts, its subsidiaries, affiliates, managers, members, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of your use of the website or Clemson Lofts’s services.

WAIVER

Clemson Lofts’s failure to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the rights attaching to any of them.

HEADINGS

The headings used in these Terms are for convenience only and shall not affect the meaning or scope of these Terms or otherwise be given other legal effect.

MODIFICATION OF THESE TERMS AND CONDITIONS

Clemson Lofts reserves the right to change these Terms as well as the contents of this website for any reason and without notice, and without liability to you, any other user or any third party. This right shall not affect the Terms accepted by you upon making a legitimate reservation or purchase using this website. You should check these Terms for any changes each time you access the website.

GENERAL TERMS AND CONDITIONS

These Terms and your use of this website are governed by the laws of the United States of American and the State of South Carolina. The services are to be performed, and/or are deemed to be performed in South Carolina and any dispute arising under or relating to use of the website or our services (whether in contract, tort, or both) shall be resolved in the courts located within the State of South Carolina. You hereby consent to submit to the exclusive personal jurisdiction of the courts within the State of South Carolina for all disputes arising out of or relating to the use of this website and/or the action or inaction of Clemson Lofts in the performance services, each time you access the website or use such services. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Clemson Lofts as a result of these Terms or your use of this website. Clemson Lofts's performance of these Terms is subject to existing laws and legal process and nothing contained in this agreement is in derogation of Clemson Lofts's right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by Clemson Lofts with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

These Terms constitute the entire agreement between you and Clemson Lofts with respect to this website and Clemson Lofts's services supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Clemson Lofts with respect to this website and its services. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Although Clemson Lofts cannot monitor the conduct of its users offsite, it is a violation of these Terms to use any information obtained from this website in order to harass, abuse or harm other persons, or in order to contact, advertise to, solicit or sell to any user or person without their prior express consent.

PRIVACY POLICY

This privacy notice discloses the privacy practices for clemson.myrentalportal.com. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at residentservices@clemsontofts.com