CHỜ LUẬT SƯ DUYỆT Version **ToS-v1.0** · Effective: not yet published

> Draft translation, not yet approved. The Vietnamese version applies until this one is approved.

Stayloom Terms of Service

Effective date: `[publication date]` · **Contact:** stayloom.net@gmail.com

Service provider: Stayloom, operated by its owner, Doan Thi My Linh, referred to as "Stayloom".

Customer: the owner of a homestay, serviced apartment or short-term rental, whether an individual, a household business or a company, in Vietnam or abroad, referred to as the "Host".

This set of documents consists of the Terms of Service (Part B) and the accompanying policies (Parts C to H). When the Host ticks the consent box and pays, the whole set takes effect.

This is the main contract. Parts C to G are integral annexes; when the Host ticks the consent box and pays, the whole set takes effect.

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Article 1. Definitions

1. **Service:** Stayloom building a website from its template library, providing a domain name, hosting, edits and the features included in the chosen plan.
2. **Website:** the website Stayloom builds for the Host from the Host Content and a Template.
3. **Template:** the design, source code, layout and interface components owned by Stayloom or that Stayloom has the right to use.
4. **Host Content:** photos, text, brand story, logo, room information, links and any material the Host provides.
5. **Preview:** the version of the Website on a Stayloom subdomain, before payment.
6. **Service Term:** 12 months from the day the Website is deployed on its main domain.
7. **Services Section:** the area of the Website presenting third-party services (tours, transport, eSIM, insurance…) through affiliate links.

Article 2. Plans

Price list (USD)

Features	Starter	Partner
Price	99 USD first year; renewal 99 USD/year	129 USD first year; renewal 99 USD/year
Website from a Template, preview before you pay	Yes	Yes
Domain and hosting for the first Service Term	Yes	Yes
Services Section with 50/50 commission sharing	Yes	Yes
Activation kit (QR codes, content templates)	Yes	Yes
Post-launch edits	4 per year	12 per year (max 1 per month), priority handling
Direct booking form (when launched)	No	Yes
Monthly content package	No	Yes
"Website pays for itself" guarantee	No	Yes

The price listed on stayloom.net at the time of payment applies. This price list applies to customers abroad. Customers resident in Vietnam use the VND price list in the Vietnamese version (Article 19).

Article 3. Formation of the contract

1. The contract is made by electronic means under the Law on Electronic Transactions 2023 and has the same value as a written contract.
2. The Host accepts by both (a) ticking the box agreeing to these Terms and their annexes, and (b) paying.
3. The contract takes effect when Stayloom confirms it has received payment in full. Stayloom sends a confirmation email with PDF copies of the documents agreed to.
4. Stayloom may decline to enter into the contract, and refund everything received, if the Host Content breaches Part G or the registration details cannot be verified.

Article 4. Process and timing

1. The Host fills in the form; Stayloom sends the Preview within 2 working days.
2. The Host may request **unlimited** edits before paying. The Preview remains available for 30 days; after that Stayloom may delete it if the Host does not respond.
3. Paying means the Host **has approved** the Preview.
4. The Website is deployed and the domain registered within 2 working days after Stayloom confirms receipt of payment, excluding delays caused by the domain registrar or domain authorities.
5. Stayloom registers the domain only after actually receiving the money, not on the basis of a screenshot of a transfer.

Article 5. Post-launch edits

1. Each Service Term, the Starter plan includes 4 free edit rounds (at most 1 per quarter); the Partner plan includes 12 (at most 1 per month). Unused rounds do not carry over.
2. One round covers changes sent together to text, photos, prices, room information or links, without changing the Template or adding new pages.
3. Stayloom handles a round within 3 working days. Requests beyond the allowance are charged at the published rates.

Article 6. Stayloom's rights and obligations

1. Provide the Service according to the chosen plan, with the reasonable care and skill of a professional provider.
2. Keep the Website running, targeting 99% availability each month, excluding announced maintenance and infrastructure provider incidents.
3. Back up the Host Content and Website configuration at least weekly.
4. Protect data under Part F.
5. Send renewal reminders by email 60/30/7/1 days before expiry.
6. Suspend the Website under Article 14.
7. Show "Designed by Stayloom" in the footer and use screenshots of the Website as showcase examples if the Host agrees under section 1.4 of Part G.

Article 7. The Host's rights and obligations

1. Provide accurate, complete information and update it when it changes (name, contact, invoicing details).
2. Ensure they hold sufficient rights to the Host Content under Part G.
3. Ensure the information on the Website about rooms, prices and amenities is truthful.

4. Pay renewal fees and other charges on time.
5. Keep any dashboard login details confidential and report immediately if they are exposed.
6. See visit statistics, clicks and commissions for their Website.
7. Request an export of all Host Content and a domain transfer under Part E.

Article 8. Platform policies and accommodation law

1. The Host is responsible for complying with the terms of Airbnb, Booking.com and other booking channels, including rules against taking guests off the platform.
2. Stayloom does not recommend, and provides no material suggesting, that the Host send the Website link in messages or listings on those platforms, or invite guests to cancel bookings to book directly.
3. The Host ensures the legal conditions for operating accommodation where the property is located, such as business registration, fire safety, guest registration, licences or short-term rental registration numbers. If local law requires a registration number to be shown, the Host provides it for Stayloom to display.
4. Stayloom is not a party to any booking between the Host and a guest.

Article 9. Third-party infrastructure

The Website runs on third-party infrastructure such as Cloudflare, domain registrars and payment gateways. Stayloom chooses reputable providers and handles incidents as far as it can, but is not liable for interruptions caused by these parties unless Stayloom is at fault.

Article 10. Intellectual property

As set out in Part G. In short: Host Content belongs to the Host; Templates belong to Stayloom; the Host may use the Template for their Website while they use the Service.

Article 11. Services Section and commission

As set out in Part D. The Host agrees that Stayloom may place affiliate links on the Website, with the public disclosure set out in Part H.

Article 12. Limitation of liability

1. Stayloom **does not guarantee** that the Website will bring any number of bookings, revenue, search ranking or commission, except for the guarantee expressly stated in Part D.
2. Stayloom's total liability in any case does not exceed the total amount the Host paid in the 12 months before the event giving rise to liability.

3. Stayloom is not liable for indirect loss such as lost profit, lost business opportunity, or data loss caused by the Host.
4. These limits do not apply to damage Stayloom causes intentionally, breaches of personal data protection obligations, or cases where the law does not allow limitation, including mandatory consumer rights where the consumer lives.

Article 13. Indemnity

The Host indemnifies Stayloom for losses and reasonable costs (including legal fees) arising from third-party claims about the Host Content, inaccurate information on the Website, or a breach of Article 8.

Article 14. Suspension and termination

1. Stayloom may **suspend** the Website, after 3 days' notice (except in emergencies), if: the Host is 15 days late with a renewal; the content breaches Part G; a competent authority requests it; or the Website is used for fraud or to spread malware.
2. Either party may **terminate** the contract if the other commits a serious breach and does not remedy it within 15 days of notice.
3. The Host may terminate at any time. Fees paid are not refunded, except as set out in Part C.
4. On termination: Stayloom provides an export of the Host Content for 30 days; the Host may transfer the domain under Part E; the right to use the Template ends unless the Host buys the Exit Package under Article 14A; commissions already earned are settled under Part D.
5. If Stayloom stops offering the Service, it gives at least 90 days' notice, transfers the domain to the Host free of charge and refunds the fee for the unused period.

Article 14A. Exit Package

1. On termination or non-renewal, the Host may buy the **Exit Package** to take the whole Website with them, instead of only the Host Content export.
2. The Exit Package includes: a static export of the latest Website (HTML, CSS, JavaScript, images), self-hosting instructions, and the right to use the Template under section 4.6 of Part G.
3. **Fee:** 40 USD. **Free** from the third Service Term; if Stayloom stops offering the Service; or if Stayloom commits a serious breach.
4. Condition: the Host has paid all amounts due.
5. Stayloom delivers within 7 working days of receiving the fee.
6. The export does **not** include: Stayloom's affiliate links, the dashboard, the booking form or other features running on Stayloom's infrastructure. The Host adds their own links and tools.

7. After delivery, Stayloom does not support, update or take responsibility for the operation and security of the self-hosted copy.

Article 15. Force majeure

Neither party is liable for failing to perform due to force majeure under the Civil Code 2015, such as natural disasters, epidemics, war, large-scale internet outages, or decisions of state authorities. The affected party must give notice within 7 days.

Article 16. Changes to the terms

Stayloom may change these Terms with at least 30 days' notice by email. Changes unfavourable to the Host apply only from the next Service Term. If the Host does not agree, they may choose not to renew and transfer the domain without an administrative fee.

Article 17. Notices

Notices sent to the email address the Host registered and to Stayloom's address stayloom.net@gmail.com are deemed received 24 hours after sending, unless a delivery error is reported.

Article 18. Governing law and disputes

1. The contract is governed by the law of Vietnam. This does not remove any mandatory consumer protection rights the Host has where they live.
2. Disputes are first negotiated for 30 days from the date one party sends a written request.
3. If negotiation fails:
    - Hosts in Vietnam: the competent People's Court in Hanoi.
    - Hosts abroad: the Vietnam International Arbitration Centre (VIAC) under its Rules of Arbitration, online hearing, seat in Hanoi, in English, with one arbitrator.
4. A Host who is a consumer may choose a court instead of arbitration under the Law on Commercial Arbitration.

Article 19. Language

These documents are made in Vietnamese and English. If they differ, the Vietnamese version prevails for Hosts in Vietnam and the English version prevails for Hosts abroad.

Article 20. General

1. If any provision is invalid, the rest remain in force.
2. The Host may not assign the contract without Stayloom's consent. Stayloom may assign it to a party taking over the Stayloom business after 30 days' notice; the Host may terminate if they do not agree.
3. These documents are the entire agreement between the parties about the Service and replace all prior communications.

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