

Terms and Conditions

Please read these terms carefully before using **studystay**.

This Terms of Service Agreement (the "Agreement") is entered into by and between **studystay LLC** ("studystay," "Company," "we," "us," or "our"), and any user of the **studystay** platform ("User," "you," or "your"). This Agreement governs your use of the **studystay** online platform, including our website, application, and related services (collectively, the "Platform"). By accessing or using the Platform, you agree to the terms set forth below and any changes made hereafter.

Recitals

WHEREAS, **studystay** provides a verified, college student-focused subleasing marketplace platform for connecting student renters ("Sublessees" or "Temporary Tenants") and student tenants seeking to sublease their rooms ("Hosts" or "Sublessors");

WHEREAS, **studystay** facilitates, but is not a party to, sublease agreements between Hosts and Sublessees and provides administrative services such as identity verification, deposit escrow, document execution, and payment processing;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Eligibility

- You must be at least 18 years old to use studystay's services. By using our platform, you warrant that you meet this age requirement and have the legal capacity to enter into these terms.
- You represent and warrant that all information provided to the Platform is truthful, accurate, and complete, and you agree to update it promptly if changes occur.

2. Account Creation and Verification

- Users must register an account to access certain features. studystay may require verification through government-issued identification, a .edu email address, and housing documentation.
- You are responsible for maintaining the confidentiality of your login credentials and for all activity conducted through your account.

3. Platform Limited Liability

- **studystay** does not accept responsibility as a landlord, property manager, or real estate broker.
- **studystay** in no way owns or controls the premises listed on its Platform.
- The Platform acts solely as a neutral marketplace for matching users, administering payments, digital agreements, and deposit holdings.
- You use the Platform at your own risk. **studystay** disclaims liability for conditions of listed spaces, actions of Hosts, damages, theft, injuries, and technical issues.

4. Sublease Agreements

- All Sublessees and Hosts must enter into a digital Sublease Agreement provided by the Platform.
- **studystay** uses a SOC 2-compliant, GDPR-ready digital signature service to execute such agreements, which are legally binding.

- The sublease relationship is solely between Host and Temporary Tenant. [studystay](#) is not a party to the agreement and does not mediate disputes beyond administrative support.

5. Fees, Deposits, and Payments

- All payments must go through [studystay's](#) systems for any agreements made on the Platform.
- Temporary Tenants pay rent and service deposits via the Platform. Hosts will receive payouts through the Platform.
- Any transactions completed off of the Platform are strictly prohibited and may lead to account termination.
- A deposit may be held in escrow and returned once the sublease term has been completed, minus any authorized deductions.
- Processing fees may be passed to users.
- Interest accrued on deposits may be retained by [studystay](#).

6. Responsible User Conduct

- Do not falsify your identity or any provided documents.
- Do not circumvent our payment processing system or the [studystay](#) platform.
- Treat all users with courtesy and respect. Harassment, hate speech, or any form of discriminatory behavior will not be tolerated and can result in termination of access to our platform.

7. Indemnification

- You agree to indemnify [studystay](#) and its employees for damages arising from:
 - Breach of these Terms and Conditions,
 - Violation of law (applicable state, local, and/or federal law),
 - Misuse of the Platform.

8. Contact Us

- If you have any questions about these terms, please contact us at our support page.