



Terms and Conditions

These Terms and Conditions (these “Terms”) apply to all online purchases, reservations, communications, webpage visits, feedback, submissions, reviews, comments, questions, downloads and any other transaction whatsoever by, through or on, directly or indirectly (collectively, the “Transactions”), offered by Cohova LLC, an Arkansas limited liability company, together with its affiliates, subsidiaries, agents, officers and assigns (collectively, “Cohova”) on its website at <https://www.cohova.com> (the “Website”). “Our” refers to Cohova. “You” and “your” refers to any person visiting the Website.

By accessing the Website, engaging in any Transaction thereon, or otherwise signifying your acceptance of these Terms, you agree to these Terms on your own behalf and on behalf of any other person or company for whom you’ve access the Website and/or engaged in any Transaction. These Terms are provided in supplement as an addition to, and not in lieu of, any other such terms and conditions presented to you on the Website and/or over the course of a Transaction including, but not limited to, a rental agreement, the privacy policy and/or any other terms presented on the Website.

These Terms contain information about limitations of liability, your rights, resolution of disputes through arbitration rather than court and other important issues. Thus, please read these Terms carefully.

1. **Acknowledgment.** Notwithstanding anything contained herein or in any other terms or conditions presented to you on the Website and/or over the course of a Transaction to the contrary, you acknowledge, understand and agree as follows:
 - A. Cohova is an online marketplace that allows homeowners, property managers and their agents (each a Property “**Owner**” and, together, the “**Owners**”) to offer their respective properties (each an Owner’s “**Property**” and, together, the Owners’ “**Properties**”) for rent;
 - B. Cohova does not own, manage, lease or have any interest in or to any of the Properties listed on or through its Website;
 - C. Cohova does not and cannot contract on behalf of Owners but, rather, Owners personally and individually determine, provide and offer the terms upon which their respective Properties are available for rent;
 - D. Even if you book or reserve one or more Properties through the Website, Cohova is not a party to any rental or other agreement between you and any Owner;



- E. Any and all information about any Property including, but not limited to, that which is represented, displayed, depicted, described or otherwise produced within any Property listing on the Website, is based strictly off information, photographs and other data provided to Cohova by the Property's Owner;
 - F. As a result of the foregoing, COHOVA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING OR CONCERNING:
 - i. ANY QUALITY, CONDITION, FEATURE, SAFETY, SUITABILITY OR OTHER ASPECT OF ANY PROPERTY;
 - ii. THE ACCURACY, SUFFICIENCY OR LEGITIMACY AS TO ANY INFORMATION ABOUT ANY PROPERTY MADE AVAILABLE ON THE WEBSITE;
 - iii. THE ACCURACY, SUFFICIENT OR LEGITIMACY OF ANY REVIEWS, FEEDBACK, QUESTIONS OR OTHER COMMENTS MADE BY THIRD PARTIES ON THE WEBSITE; and
 - iv. THE AUTHORITY OF ANY OWNER OR PURPORTED OWNER TO LIST AND/OR MAKE AVAILABLE ONE OR MORE PROPERTIES ON THE WEBSITE.
 - G. At all times, you will abide by and comply with all applicable local, state and federal laws; and
 - H. By engaging any Transaction on behalf of an entity, you represent and warrant that you have full authority to do so.
2. **User Conduct.** At all times during your access of the Website, you agree:
- A. To abide and comply with these Terms as well as all applicable local, state and federal law;
 - B. To not engage in any activity that may disrupt or interfere with the operation of Cohova, its Website or any other visitors or users of it;
 - C. To not steal, copy, duplicate, impermissibly collect or display any content made available on the Website; or
 - D. To not engage in data mining or employ any software program or other mechanism for gathering, extracting or obtaining Website data.



3. **Privacy and Consent.** Your use of our services is also governed by our Privacy Policy, which is incorporated by reference into these Terms. By using our services, you consent to the collection, use, and sharing of your information as described in the Privacy Policy. Notwithstanding the Privacy Policy or anything contained therein to the contrary, Cohova will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze the Transactions, and any use of and access to the Website, including to determine compliance with these Terms and any other operating rules that may be established by Cohova from time to time. Cohova will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any information, data, depiction, description and or any other information made available through the Website (the “Content”), for any reason, including violation of these Terms, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Cohova for all claims resulting from any Content you make available.
4. **Information Submission.** Any and all information, communications, questions, feedback, review or other representation provided and/or submitted by you to Cohova, either through its Website or by other means, is your “Information.” By providing and/or submitting Information through our Website, you consent to Cohova collecting and using this information to communicate with you. You may also choose to receive SMS messages, and by providing your phone number, you consent to receive such messages. You agree that you will not provide and/or submit to Cohova any Information that:
- A. violates any local, state, federal, or international laws;
 - B. is derogatory, defamatory, harassing, abusive, threatening or hateful as determined by Cohova in its sole discretion;
 - C. is false, fraudulent, inaccurate, or misleading;
 - D. is protected by or would infringe on the rights of Cohova or any third person or party, including any patent, copyright, trademark, trade secret or any other proprietary right, without the express prior written consent of the owner;
 - E. is obscene, indecent, pornographic, or otherwise objectionable;
 - F. contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Cohova;
 - G. impersonates another business, person, or entity, including Cohova, its related entities, employees, and agents;
 - H. violates any policy posted on the Website; or



COHOVA
100 Parkwood Street
Lowell, Arkansas 72745
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- I. is intended to cause harm, damage, disable, or otherwise interfere with Cohova or our partners.
5. **Modifications.** Cohova reserves the right to modify these Terms at any time. It is your responsibility to review them periodically. Continued use of our services after any changes constitutes your acceptance of the revised terms.
6. **Limited License.** You are granted a limited, revocable non-exclusive license to access the Website and the content and services provided on the Website solely for the purpose of advertising a property, searching for a property, purchasing or researching any of the products or services offered on any Website, all in accordance with the Terms, and any other such terms and conditions presented to you on the Website and/or over the course of a Transaction. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.
7. **Disclaimer of Warranty.** YOU ACKNOWLEDGE AND AGREE THAT ALL SERVICES RENDERED BY COHOVA TO YOU PURSUANT TO ANY TRANSACTION ARE PROVIDED AS-IS, WHERE-IS, WITH ALL FAULTS, IF ANY. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, COHOVA WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF COHOVA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.
8. **Indemnification.** Should Cohova so request, you agree to defend, indemnify, and hold Cohova harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Website or any breach by you of these Terms, the Privacy Policy, Rental Agreement or other terms and conditions presented to you on the Website and/or over the course of a Transaction. Cohova reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you



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agree to cooperate with Cohova if and as requested by Cohova in the defense and settlement of such matter.

9. **Limitation of Liability.** IN NO EVENT WILL COHOVA BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR RESULTING FROM (A) OUR WEBSITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS, (D) USE OF THE SITE, SERVICES COHOVA PROVIDES RELATED TO THE BUSINESS COHOVA OPERATES ON THE SITE, (E) ANY CONTENT MADE AVAILABLE ON THE WEBSITE BY A THIRD PERSON OR PARTY, AND/OR (F) ANY PAYMENT TRANSACTION BETWEEN YOU AND COHOVA AND OR ANY OWNER. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM ALL CAUSES OF ACTION WHATSOEVER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR TORT, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF COHOVA OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE IS LIMITED TO THE TOTAL AMOUNT OF FEES YOU PAY TO US IN CONNECTION WITH ANY TRANSACTION FROM WHICH A DISPUTE ARISES.
10. **Dispute Resolution and Arbitration.** Any claim, dispute, disagreement, conflict or controversy between you and Cohova (a “**Claim**”) arising out of, concerning or relating to Cohova, its Website, any Transaction or these Terms, shall be exclusively resolved by binding arbitration conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules in Washington County, Arkansas. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR COHOVA WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR COHOVA WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY. In arbitration, you and Cohova will have every remedy available that would otherwise be available in a court, including reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made by the arbitrator. The arbitrator’s findings, awards and decisions will be binding and final. Judgment on the arbitration award may be entered in the Circuit Court of Washington County, Arkansas, which the parties acknowledge and agree shall serve as the exclusive jurisdiction for enforcing such arbitrated findings, awards and decisions. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION. This arbitration provision shall survive: (i) the termination of the Terms; (ii) the fulfillment, completion or termination of any Transaction; and (iii) any transfer, sale or assignment of either party’s rights under these Terms to any other person or entity. If any portion of this arbitration provision is deemed invalid or



unenforceable, the remaining portions shall nevertheless remain in force. You may reject this arbitration provision by sending a written rejection notice to us at 100 Parkwood Street, Lowell, Arkansas 72745. Your rejection notice must be mailed within 30 days after your first visit to the Website. Your rejection notice must state that you reject the arbitration provision and include your name, address and personal signature. If your rejection notice complies with these requirements, this Section 10 will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this arbitration provision will not affect your other rights or responsibilities under this section or the Terms.

11. General Terms.

- A. Operation of the Website; Availability of Transactions and Services; International Issues.** The Website, the Content thereon and Transactions are provided from the United States, and are primarily intended for customers located in the U.S. Cohova makes no representation that any Transaction or Content is appropriate or available for use beyond the U.S. If you engage in any Transaction, access the Website and/or consume the Content from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Cohova reserves the right to limit the availability of the Website, Content and/or Transactions to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion.
- B. Severability.** If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.
- C. Communications.** As permitted by applicable law, when you communicate with Cohova electronically, such as via email and text message, you consent to receive communications from our electronically. Please note that Cohova is not obligated to respond to inquiries that Cohova receives. You agree that all agreements, notices, disclosures, and other communications that Cohova provides to you electronically satisfy any legal requirement that such communications be in writing.
- D. Investigations; Cooperation with Law Enforcement; Termination; Survival.** Cohova reserves the right, without any limitation, to: (i) investigate any suspected breaches of security or our information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms, (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in



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investigating any of the foregoing matters, (v) prosecute violators of these Terms, and (vi) suspend or terminate your access to the Website, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Cohova under these Terms.

- E. **Assignment.** Cohova may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of Cohova.
- F. **No Waiver.** Except as expressly set forth in these Terms: (i) no failure or delay by you or Cohova in exercising any of rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict Cohova's right to amend these Terms and Conditions as otherwise permitted herein.