

Terms and Conditions

www.cnycollegerentals.com

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Agreement to Terms

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and RJJA Properties LLC (“we,” “us,” or “our”), concerning your access to and use of the www.cnycollegerentals.com website, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you to changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. Your continued use of the Site after any revised Terms and Conditions are posted constitutes acceptance of those changes.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to a registration requirement within that jurisdiction. Persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, to the extent local laws apply.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, a parent or guardian to use the Site. If you are a minor, your parent or guardian must read and agree to these Terms and Conditions before you use the Site.

Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”), along with the trademarks, service marks, and logos contained therein (the “Marks”), are owned or controlled by us or licensed to us and are protected by copyright, trademark, and other intellectual property and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

Provided you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in the Site, the Content, and the Marks.

User Representations

By using the Site, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete, and you will maintain the accuracy of such information and promptly update it as necessary;
2. you have the legal capacity and agree to comply with these Terms and Conditions;
3. you are not under the age of 13;
4. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;
5. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
6. you will not use the Site for any illegal or unauthorized purpose; and
7. your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any current or future use of the Site.

User Registration

You may be required to register with the Site. You agree to keep your password confidential and are responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that it is inappropriate, obscene, or otherwise objectionable.

Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make it available. The Site may not be used in connection with any commercial endeavors except those specifically endorsed or approved by us. As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile a collection, compilation, database, or directory without our written permission;
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users for the purpose of sending unsolicited email, or creating accounts by automated means or under false pretenses;
3. use a buying or purchasing agent to make purchases on the Site;
4. use the Site to advertise or offer to sell goods and services;
5. circumvent, disable, or otherwise interfere with security-related features of the Site;
6. engage in unauthorized framing of or linking to the Site;
7. trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information;
8. make improper use of our support services or submit false reports of abuse or misconduct;
9. engage in any automated use of the system, such as scripts to send comments or messages, or data mining, robots, or similar data-gathering tools;
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to it;
11. attempt to impersonate another user or person, or use the username of another user;
12. sell or otherwise transfer your profile;
13. use information obtained from the Site to harass, abuse, or harm another person;
14. use the Site as part of any effort to compete with us or for any revenue-generating or commercial purpose;
15. decipher, decompile, disassemble, or reverse engineer any software comprising the Site;
16. attempt to bypass any measures designed to prevent or restrict access to the Site;
17. harass, annoy, intimidate, or threaten our employees or agents;
18. delete the copyright or other proprietary rights notice from any Content;
19. copy or adapt the Site's software, including HTML, JavaScript, or other code;

20. upload or transmit viruses, Trojan horses, or other material that interferes with any party's use of the Site;
21. upload or transmit any material that acts as a passive or active information collection or transmission mechanism (e.g., web bugs, spyware);
22. use, launch, develop, or distribute any automated system, including spiders, robots, or scrapers, except as may result from standard search engine or browser usage;
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site; or
24. use the Site in a manner inconsistent with any applicable laws or regulations.

User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may allow you to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials, including text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites and may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights of any third party;
2. you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize us and other users to use, your Contributions;
3. you have the consent of every identifiable individual in your Contributions to use their name or likeness as contemplated by the Site and these Terms and Conditions;
4. your Contributions are not false, inaccurate, or misleading;
5. your Contributions are not unsolicited or unauthorized advertising, promotional material, or spam;
6. your Contributions are not obscene, lewd, violent, harassing, or otherwise objectionable;
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
8. your Contributions do not advocate the violent overthrow of any government or incite harm against another;
9. your Contributions do not violate any applicable law, regulation, or rule;
10. your Contributions do not violate the privacy or publicity rights of any third party;
11. your Contributions do not solicit personal information from, or exploit, anyone under the age of 18;
12. your Contributions do not violate any law concerning child pornography or intended to protect the health or well-being of minors;
13. your Contributions do not include offensive comments connected to race, national origin, gender, sexual orientation, or disability; and
14. your Contributions do not otherwise violate these Terms and Conditions or any applicable law.

Any use of the Site in violation of the foregoing may result in termination or suspension of your rights to use the Site.

Contribution License

By posting Contributions to the Site, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide right and license to host, use, copy, reproduce, disclose, publish, broadcast, archive, store, publicly perform and display, reformat, translate, and distribute such Contributions for any purpose, and to prepare derivative works of or incorporate them into other works. This license applies to any media or technology now known or later developed. You waive all moral rights in your Contributions.

We do not assert ownership over your Contributions; you retain full ownership and any associated intellectual property rights. We are not liable for any statements or representations in your Contributions. You are solely responsible for your Contributions and agree not to pursue legal action against us regarding them.

We have the right, in our sole discretion, to edit, redact, or otherwise change any Contributions; to re-categorize them; and to pre-screen or delete them at any time, without notice. We have no obligation to monitor your Contributions.

Guidelines for Reviews

We may provide areas on the Site to leave reviews or ratings. When posting a review, you must:

1. have firsthand experience with the person or entity being reviewed;
2. avoid offensive profanity or abusive, racist, or hateful language;
3. avoid discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
4. avoid references to illegal activity;
5. not be affiliated with a competitor if posting a negative review;
6. not make conclusions as to the legality of conduct;
7. not post false or misleading statements; and
8. not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion and have no obligation to screen or delete reviews. Reviews are not endorsed by us and do not necessarily represent our views. By posting a review, you grant us a perpetual, non-exclusive, worldwide, royalty-free, assignable, and sublicensable right to reproduce, modify, translate, transmit, display, perform, and distribute the review.

Mobile Application License

If you access the Site via a mobile application, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless devices you own or control, strictly in accordance with these Terms and Conditions. You shall not:

1. decompile, reverse engineer, disassemble, or attempt to derive the source code of the application;
2. modify, adapt, improve, enhance, translate, or create a derivative work from the application;
3. violate any applicable law in connection with your access to or use of the application;
4. remove, alter, or obscure any proprietary notice posted by us or our licensors;
5. use the application for any revenue-generating or commercial purpose for which it is not intended;
6. make the application available over a network permitting use by multiple devices or users at the same time;
7. use the application to create a competitive product or service; or
8. use the application to send automated queries or unsolicited commercial e-mail.

If you access the Site through a mobile application obtained from the Apple App Store or Google Play, the applicable app distributor's usage terms also apply, and each app distributor is a third-party beneficiary of this mobile application license.

Social Media

As part of the Site's functionality, you may link your account with third-party accounts (each, a "Third-Party Account"). By granting us access to a Third-Party Account, you understand that we may access, store, and make available content from that account through the Site, and that we may submit and receive additional information consistent with your notifications when linking the account.

Your relationship with third-party service providers is governed solely by your agreement with them. We do not review Social Network Content for accuracy, legality, or non-infringement and are not responsible for it. You can disable the connection between your Site account and any Third-Party Account at any time.

Submissions

Any questions, comments, suggestions, ideas, feedback, or other information you provide regarding the Site (“Submissions”) are non-confidential and become our sole property. We are entitled to unrestricted use and dissemination of Submissions for any lawful purpose, without acknowledgment or compensation to you. You waive all moral rights in any Submissions and warrant that they are original to you or that you have the right to submit them.

Third-Party Websites and Content

The Site may contain links to other websites (“Third-Party Websites”) as well as articles, photographs, text, and other content originating from third parties (“Third-Party Content”). We do not investigate, monitor, or check Third-Party Websites or Third-Party Content for accuracy or completeness and are not responsible for them. If you access Third-Party Websites or use Third-Party Content, you do so at your own risk, and these Terms and Conditions no longer govern. Any purchases made through Third-Party Websites are solely between you and the applicable third party.

Advertisers

We allow advertisers to display advertisements in certain areas of the Site. Advertisers are solely responsible for the content of their advertisements and any products or services offered through them, and warrant that they possess all rights necessary to place such advertisements. Advertisements are subject to our DMCA Notice and Policy, and there will be no refund or other compensation for DMCA takedown-related issues. We simply provide the advertising space and have no other relationship with advertisers.

Site Management

We reserve the right, but not the obligation, to monitor the Site for violations of these Terms and Conditions; take appropriate legal action against violators, including reporting to law enforcement; refuse, restrict, or disable access to any Contributions; remove content that is excessive in size or burdensome to our systems; and otherwise manage the Site to protect our rights and property and facilitate its proper functioning.

Privacy Policy

We care about data privacy and security. Please review our Privacy Policy, which is incorporated into these Terms and Conditions. The Site is hosted in the United States. If you access the Site from the European Union, Asia, or any other region with data protection laws differing from those of the United States, your continued use of the Site constitutes your consent to have your data transferred to and processed in the United States.

We do not knowingly accept, request, or solicit information from children or knowingly market to children. In accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without verifiable parental consent, we will delete that information as quickly as reasonably practical.

Digital Millennium Copyright Act (DMCA) Notice and Policy

Notifications

We respect the intellectual property rights of others. If you believe that material available on or through the Site infringes a copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in it.

Please be advised that, pursuant to federal law, you may be held liable for damages if you make material misrepresentations in a Notification. If you are not sure whether material on the Site infringes your copyright, consider contacting an attorney first.

All Notifications should meet the requirements of 17 U.S.C. § 512(c)(3) and include the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or a representative list if multiple works are covered;
3. identification of the material claimed to be infringing, and information reasonably sufficient to permit us to locate it;
4. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address;
5. a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement, made under penalty of perjury, that the information in the Notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right allegedly infringed.

Counter Notification

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent using the contact information below (a "Counter Notification"). To be effective, a Counter Notification must substantially include:

1. identification of the material that was removed or disabled and its location before removal;
2. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or, if outside the United States, for any judicial district in which we are located;
3. a statement that you will accept service of process from the party that filed the Notification or its agent;
4. your name, address, and telephone number;
5. a statement, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification; and
6. your physical or electronic signature.

If we receive a valid, written Counter Notification, we will restore the removed or disabled material unless we first receive notice that the party filing the Notification has filed a court action to restrain you from engaging in infringing activity related to the material. Please note that materially misrepresenting that content was removed by mistake or misidentification may result in liability for damages, including costs and attorneys' fees, and filing a false Counter Notification constitutes perjury.

Designated Copyright Agent

RJJA Properties LLC

Attn: Julie Matijas

PO Box 179, Homer, NY 13077

rjjaholdingsllc@gmail.com

607-745-2779

Term and Termination

These Terms and Conditions remain in full force and effect while you use the Site. Without limiting any other provision of these Terms and Conditions, we reserve the right, in our sole discretion and without notice or liability,

to deny access to and use of the Site, including blocking certain IP addresses, to any person for any reason, including breach of any representation, warranty, or covenant contained in these Terms and Conditions or of any applicable law or regulation. We may terminate your use of, or participation in, the Site, or delete your account and any content or information you posted, at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including civil, criminal, and injunctive relief.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason, in our sole discretion, without notice, and without any obligation to update information on the Site. We are not liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times; we may experience hardware, software, or other problems, or need to perform maintenance, resulting in interruptions, delays, or errors. You agree that we have no liability for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance.

Governing Law

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be entirely performed within the State of New York, without regard to its conflict of law principles.

Dispute Resolution

Any legal action of whatever nature brought by either you or us (collectively, the “Parties,” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in Cortland County, New York, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such courts.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than two years after the cause of action arose.

Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions relating to descriptions, pricing, availability, and other information. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information on the Site at any time, without prior notice.

Disclaimer

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY LINKED WEBSITES, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE; UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND ANY INFORMATION STORED THEREIN; INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM

THE SITE; BUGS, VIRUSES, OR THE LIKE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; OR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY LINKED WEBSITE.

As with the purchase of a product or service through any medium, you should use your best judgment and exercise caution where appropriate.

Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything to the contrary in these Terms and Conditions, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to us during the one-month period prior to any cause of action arising, or \$500.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees, made by any third party arising out of: your Contributions; your use of the Site; your breach of these Terms and Conditions or of your representations and warranties; your violation of the rights of a third party, including intellectual property rights; or any overt harmful act toward another user of the Site with whom you connected via the Site.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims. We will use reasonable efforts to notify you of any such claim upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for purposes of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data you transmit or that relates to any activity you undertake using the Site. We have no liability to you for any loss or corruption of such data, and you waive any right of action against us arising from such loss or corruption.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Site, and you waive any rights or requirements under any law that would require an original signature or delivery or retention of non-electronic records.

Miscellaneous

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions does not operate as a waiver of that right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time, and we are not responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision is deemed severable and does not affect the validity or enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms and Conditions or your use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them, and you waive any defenses based on the electronic form of these Terms and Conditions or the lack of a physical signature.

Contact Us

To resolve a complaint regarding the Site, or to receive further information regarding use of the Site, please contact us at:

RJJA Properties LLC

PO Box 179, Homer, NY 13077

rjjaholdingsllc@gmail.com