

HEMLOCK HILLS CABIN RENTALS

Great Smoky Mountains, Tennessee

PRIVACY POLICY

hemlockhillscabinrentals.com

Effective Date: June 12, 2026

1. Who We Are

Hemlock Hills Cabin Rentals ("Hemlock Hills," "we," "our," or "us") is a faith-based, family-owned short-term vacation rental management company operating in Gatlinburg, Pigeon Forge, Sevierville, and the Greater Smoky Mountains region of Tennessee. We manage vacation properties on behalf of property owners and facilitate reservations for guests through our direct booking website (hemlockhillscabinrentals.com), Airbnb, VRBO, Google Vacation Rentals, and other authorized distribution channels.

Business Contact:

Hemlock Hills Cabin Rentals | Cody Hibbard, Owner

Kodak, TN 37764 | cody@hemlockhillscabinrentals.com | (865) 228-3162

2. Scope of This Policy

This Privacy Policy describes how we collect, use, share, and protect personal information when you:

- Visit or use hemlockhillscabinrentals.com (the "Site");
- Make or inquire about a reservation through our Site or by phone;
- Communicate with us via email, SMS, or phone;
- Interact with us on social media platforms; or
- Enter into a property management agreement as a property owner.

By accessing our Site or using our services, you consent to the practices described in this Policy. If you do not agree, please discontinue use of our Site and services.

3. Information We Collect

3.1 Information You Provide Directly

- **Reservation Data:** Name, email address, phone number, billing address, number of guests, dates of stay, special requests.
- **Payment Information:** Credit/debit card details are collected and processed by our authorized payment processor (ClearView Merchant Consulting LLC). We do not store full card numbers on our systems. Truncated card data (last four digits) and tokenized transaction references may be retained for record-keeping.
- **Identity Verification:** For certain bookings, we may collect a copy of a valid government-issued ID to verify guest identity and age.
- **Owner Information:** For property owners, we collect name, contact information, tax identification numbers (EIN/SSN for IRS Form 1099 reporting), banking details (for ACH remittance), and property details.

- Communications: Any messages, inquiries, or correspondence you send to us.

3.2 Information Collected Automatically

- Usage Data: IP address, browser type and version, device type, operating system, pages visited, referring URL, time spent on pages, and clickstream data.
- Cookies and Tracking Technologies: We use first- and third-party cookies, pixels, and similar technologies for site functionality, analytics (e.g., Google Analytics), and remarketing. See Section 7 for details.

3.3 Information from Third Parties

- Booking Platforms: When you book through Airbnb, VRBO, or Google Vacation Rentals, we receive reservation-related data from those platforms per their respective privacy policies.
- Payment Processor: ClearView Merchant Consulting LLC provides transaction confirmations, authorization codes, and chargeback-related information as part of payment processing.
- Smart Home Systems: Properties equipped with noise monitoring or occupancy sensors (where disclosed) may generate usage data. These systems monitor decibel levels and device counts only — they do not record conversations or video.

4. How We Use Your Information

We use the information we collect for the following purposes:

- Reservation Processing: To confirm, manage, and fulfill your vacation rental reservation, including sending booking confirmations, check-in instructions, and post-stay follow-up.
- Payment Processing: To charge and process payments through ClearView Merchant Consulting LLC (our payment facilitator) in compliance with PCI DSS standards.
- Guest Communication: To respond to inquiries, provide customer support, and send important updates about your reservation or property.
- Guest and Property Safety: To enforce house rules, respond to noise or occupancy alerts, and address emergencies.
- Owner Management: To remit rental proceeds, provide owner statements, and fulfill obligations under our property management agreements.
- Legal and Tax Compliance: To comply with Tennessee state and local short-term rental regulations, IRS 1099 reporting requirements, lodging tax obligations, and card network rules.
- Marketing and Communications (Opt-In): With your consent, to send newsletters, promotional offers, and relevant travel content. You may opt out at any time.
- Site Improvement: To analyze Site traffic and usage patterns, improve user experience, and develop new features.
- Fraud Prevention and Security: To detect, prevent, and respond to fraudulent activity, chargebacks, and unauthorized use.

5. Payment Processing & PCI DSS Compliance

Hemlock Hills Cabin Rentals processes guest payments through ClearView Merchant Consulting LLC, a registered payment facilitator and direct processor. All payment card data is handled in compliance with Payment Card Industry Data Security Standards (PCI DSS).

- We do not store, transmit, or process full credit card numbers on our servers.
- Payment data is encrypted in transit using TLS 1.2 or higher.
- Tokenized card references and truncated card data (last four digits) may be retained for record-keeping, dispute management, and chargeback resolution.

- Guests using our direct booking site may be subject to a guest-paid surcharge (4%–5%) applied at point of sale under ClearView's Reverse My Fees program, which is disclosed at checkout.

For questions about payment security, contact us at cody@hemlockhillscabinrentals.com.

6. How We Share Your Information

We do not sell your personal information. We share information only as described below:

6.1 Service Providers

We share information with trusted third-party vendors who assist us in operating our business, including:

- ClearView Merchant Consulting LLC (payment processing);
- OwnerRez (property management software);
- PriceLabs (dynamic pricing software);
- HostBuddy AI and Quo (AI-assisted guest communication platforms);
- Email and SMS marketing platforms;
- Website hosting and analytics providers.

All service providers are bound by confidentiality obligations and are prohibited from using your data for their own purposes.

6.2 Booking Platforms

When reservations originate through Airbnb, VRBO, or Google Vacation Rentals, your reservation data is shared with those platforms pursuant to their own privacy policies and terms of service.

6.3 Property Owners

We may share limited reservation information (arrival/departure dates, number of guests, general location of origin) with property owners for the purpose of property management and preparation. We do not share guest financial information with property owners.

6.4 Legal Requirements

We may disclose your information if required to do so by law, subpoena, court order, or governmental authority, or to protect the rights, property, or safety of Hemlock Hills Cabin Rentals, our guests, property owners, or the public.

6.5 Business Transfers

In the event of a merger, acquisition, or sale of business assets, your information may be transferred to the successor entity, subject to the same privacy protections described in this Policy.

7. Cookies & Tracking Technologies

Our Site uses cookies and similar technologies to:

- Enable core Site functionality (e.g., booking calendar, session management);
- Analyze traffic and usage through Google Analytics 4;
- Support remarketing and advertising campaigns through Google Ads and Meta (Facebook/Instagram) pixels;
- Remember your preferences between visits.

You can control cookie preferences through your browser settings. Disabling cookies may affect some Site functionality. By continuing to use our Site, you consent to our use of cookies as described here.

8. Data Retention

We retain your personal information for as long as necessary to fulfill the purposes described in this Policy, comply with legal obligations, resolve disputes, and enforce our agreements. Typical retention periods include:

- Guest reservation records: 7 years (Tennessee tax and IRS record-keeping requirements);
 - Payment and transaction data: 2–7 years (card network and IRS 6050W rules);
 - Property owner records: Duration of management agreement plus 7 years;
 - Marketing subscriber data: Until you unsubscribe or after 24 months of inactivity;
 - Cookie identifiers: 13 months (analytics); session cookies expire at logout.
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9. Children's Privacy

Our Site and services are not directed to children under the age of 18. We do not knowingly collect personal information from minors. If you believe we have inadvertently collected information from a minor, please contact us immediately at cody@hemlockhillscabinrentals.com.

10. Your Rights & Choices

Depending on your state of residence, you may have certain rights regarding your personal information, including:

- Access: Request a copy of the personal information we hold about you.
- Correction: Request that we correct inaccurate or incomplete information.
- Deletion: Request deletion of your personal information, subject to legal retention obligations.
- Opt-Out of Marketing: Unsubscribe from marketing emails at any time using the link in our emails, or by contacting us directly.
- Do Not Sell: We do not sell personal information. If this changes, we will update this Policy and provide a clear opt-out mechanism.

To exercise any of these rights, contact us at cody@hemlockhillscabinrentals.com or (865) 228-3162.

11. Security

We implement reasonable administrative, technical, and physical safeguards to protect your personal information from unauthorized access, disclosure, alteration, or destruction. However, no data transmission over the internet or electronic storage system is 100% secure. You acknowledge and accept residual risk when transmitting information online.

12. Third-Party Links

Our Site may contain links to third-party websites, including booking platforms, local attraction partners, and social media. We are not responsible for the privacy practices of those third parties. We encourage you to review their privacy policies before providing any personal information.

13. Changes to This Policy

We may update this Privacy Policy from time to time. When we make material changes, we will post the updated Policy on our Site with a revised effective date. Your continued use of our Site or services after any changes constitutes your acceptance of the updated Policy.

14. Contact Us

If you have questions, concerns, or requests related to this Privacy Policy, please contact us:

Hemlock Hills Cabin Rentals

Attn: Privacy Officer — Cody Hibbard

Kodak, TN 37764

Email: cody@hemlockhillscabinrentals.com

HEMLOCK HILLS CABIN RENTALS

Great Smoky Mountains, Tennessee

TERMS OF SERVICE

hemlockhillscabinrentals.com

Effective Date: June 12, 2026

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Guest," "Owner," "User," or "you") and Hemlock Hills Cabin Rentals, LLC ("Hemlock Hills," "we," "our," or "us"). By accessing hemlockhillscabinrentals.com (the "Site"), making a reservation, or using any of our services, you agree to be bound by these Terms.

If you do not agree to these Terms, you are not authorized to use our Site or services. You must be at least 18 years of age and legally capable of entering into binding contracts to use our services.

2. Services Overview

Hemlock Hills Cabin Rentals provides vacation rental management services in the Gatlinburg, Pigeon Forge, Sevierville, and Nashville, Tennessee markets, including:

- Listing and marketing vacation rental properties on behalf of property owners;
- Facilitating guest reservations through our direct booking website, Airbnb, VRBO, and Google Vacation Rentals;
- Collecting and processing reservation payments on behalf of property owners;
- Coordinating housekeeping, maintenance, and guest communication;
- Providing dynamic pricing management using PriceLabs.

Hemlock Hills acts as a property manager and authorized agent of property owners. It does not own the properties listed on its Site.

3. Reservations & Booking

3.1 Reservation Agreement

By completing a reservation, you agree to these Terms and any property-specific house rules disclosed at the time of booking. Your reservation is not confirmed until you receive a written booking confirmation from Hemlock Hills or the applicable booking platform.

3.2 Age Requirement

The primary guest making the reservation must be at least 25 years of age (or as otherwise specified in the property listing) and must be present for the duration of the stay. We reserve the right to refuse bookings or cancel confirmed reservations made by guests under the required age.

3.3 Accurate Information

You agree to provide accurate, current, and complete information when making a reservation, including your identity, contact information, number of guests, and intended use of the property. Reservations made under false pretenses or for unauthorized purposes may be cancelled without refund.

3.4 Maximum Occupancy

All properties have posted maximum occupancy limits. Exceeding the maximum occupancy limit is a material breach of these Terms and may result in immediate eviction without refund. Additional guests beyond the disclosed count are prohibited without prior written approval.

4. Payments & Fees

4.1 Payment Processing

Payments made through hemlockhillscabinrentals.com are processed by ClearView Merchant Consulting LLC, a registered payment facilitator. By completing a reservation through our Site, you authorize Hemlock Hills and ClearView to charge the payment method you provide for all reservation-related amounts.

4.2 Guest-Paid Surcharge (Reverse My Fees Program)

Reservations made through hemlockhillscabinrentals.com may be subject to a payment processing surcharge of 4%–5% applied at the time of checkout. This surcharge is clearly disclosed before final payment confirmation. This fee is retained by ClearView Merchant Consulting LLC as the payment processor and is separate from any platform service fees.

4.3 Taxes

All reservations are subject to applicable Tennessee state and local sales tax, lodging tax, and any tourism surcharges as required by law. Taxes are calculated at checkout and are the guest's responsibility.

4.4 Damage Deposits

We may collect a refundable damage deposit at time of booking. Deposits are returned within 7–14 business days after checkout, subject to inspection of the property. Hemlock Hills reserves the right to apply deposit funds against damage, excessive cleaning, or rule violations.

5. Cancellation & Refund Policy

Each property may have a specific cancellation policy disclosed at time of booking (e.g., Flexible, Moderate, or Strict). The applicable policy governs your right to refund. General terms:

- Cancellations made more than 30 days before arrival may receive a full or partial refund per the property-specific policy.
- Cancellations made within 30 days of arrival are generally non-refundable unless covered by travel insurance.
- No-shows or early departures do not qualify for a refund of unused nights.
- Hemlock Hills is not responsible for acts of God, natural disasters, road closures, or government-mandated travel restrictions, and refunds in such circumstances are at our discretion.

We strongly recommend that guests purchase travel insurance to protect against unexpected cancellations.

6. Guest Conduct & House Rules

All guests agree to abide by the following rules during their stay. Violation of any rule may result in immediate removal from the property without refund and may result in additional charges:

- No smoking or vaping inside any property. Outdoor smoking areas, where permitted, must be used responsibly.
- No pets, unless the property is explicitly listed as pet-friendly and a pet fee has been paid.
- Quiet hours are from 10:00 PM to 8:00 AM. Excessive noise is prohibited at all times.
- No unauthorized parties, large gatherings, or events beyond the maximum occupancy.
- Guests must use personal login credentials for any streaming services available at the property.
- Property equipment, furniture, and amenities must be used as intended and in a reasonable manner.
- Illegal activity of any kind is strictly prohibited on or near the property.
- Guests are responsible for leaving the property in a clean and orderly condition consistent with normal use.

6.1 Smart Home & Monitoring Technology

Some properties use smart home technology, including noise monitoring devices and occupancy sensors, to ensure compliance with quiet hours and maximum occupancy limits. These devices monitor decibel levels and device counts only. They do not record conversations, video, or personal communications. Use of these technologies is disclosed in the property listing and is privacy-compliant.

7. Property-Specific Waivers

Certain properties include amenities that require a separate acknowledgment or waiver prior to use, including but not limited to:

- Hot tubs and outdoor spas;
- Saunas (including infrared saunas at properties such as 1414 Social);
- Cold plunge tubs (including at Smoky Mountain Serenity Lodge);
- Fire pits and outdoor fireplaces.

By using these amenities, you acknowledge the inherent risks and agree to follow all posted safety instructions. Hemlock Hills and the property owner are not liable for injuries resulting from improper or unsafe use of these amenities.

8. Chargebacks & Disputes

If you believe a charge on your payment method is incorrect, you must first contact Hemlock Hills directly at cody@hemlockhillscabinrentals.com or (865) 228-3162 to attempt resolution before initiating a chargeback with your card issuer.

Initiating a chargeback without first attempting resolution is considered a material breach of these Terms. Hemlock Hills reserves the right to dispute chargebacks and to pursue recovery of funds, including any chargeback fees assessed by our payment processor. Guests found to have initiated fraudulent chargebacks may be permanently banned from future reservations.

9. Intellectual Property

All content on hemlockhillscabinrentals.com, including but not limited to text, photographs, videos, logos, property descriptions, and booking tools, is the exclusive property of Hemlock Hills Cabin Rentals or its licensors and is protected by copyright, trademark, and other applicable laws.

You are granted a limited, non-exclusive, non-transferable license to access and use the Site for personal, non-commercial purposes. You may not copy, reproduce, republish, upload, scrape, redistribute, or otherwise exploit Site content without our express written permission.

10. Prohibited Uses

You agree not to use our Site or services to:

- Make fraudulent reservations or misrepresent your identity, age, or intended use;
- Collect contact information or attempt to solicit property owners or guests outside of our platform;
- Engage in any form of scraping, data mining, or automated data collection;
- Violate any applicable federal, state, or local law or regulation;
- Conduct any activity that could harm the reputation, operations, or guests of Hemlock Hills;
- Use AI tools or automated systems to extract, reproduce, or repurpose our content for competing services.

11. Property Owner Terms

Property owners who enter into a management agreement with Hemlock Hills are subject to a separate Overnight Rental Management Agreement. These Terms apply to property owners with respect to their use of this Site, and the Management Agreement governs the management relationship. In the event of conflict, the Management Agreement controls.

12. Disclaimer of Warranties

THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. HEMLOCK HILLS DISCLAIMS ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEMLOCK HILLS CABIN RENTALS, ITS OFFICERS, OWNERS, EMPLOYEES, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID TO HEMLOCK HILLS FOR THE RESERVATION GIVING RISE TO THE CLAIM.

14. Indemnification

You agree to defend, indemnify, and hold harmless Hemlock Hills Cabin Rentals, its owners, officers, employees, agents, and property owners from any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of: (i) your breach of these Terms; (ii) your violation of applicable law; (iii) your use of the Site or services; (iv) your conduct during a stay; or (v) any dispute between you and another party.

15. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Tennessee, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms or your use of our services shall be resolved exclusively in the state or federal courts located in Sevier County, Tennessee. You waive any objection to the laying of venue in such courts.

Notwithstanding the foregoing, Hemlock Hills reserves the right to seek injunctive or equitable relief in any court of competent jurisdiction.

16. Modifications to Terms

We may revise these Terms at any time by posting an updated version to our Site. The date of last revision will be noted at the top of this page. Your continued use of the Site or services after any revision constitutes your acceptance of the updated Terms. We encourage you to review these Terms periodically.

17. Contact Us

For questions regarding these Terms of Service, please contact:

Hemlock Hills Cabin Rentals

Cody Hibbard, Owner

Kodak, TN 37764

Email: cody@hemlockhillscabinrentals.com

Phone: (865) 228-3162

Website: hemlockhillscabinrentals.com