Cercles Terms of Use

Last updated: October 28, 2026

1. About Cercles

Cercles is a private, curated, trust-based membership community. Approved Members get access to one another: to meet and connect, to attend Cercles events, and to share what they have with each other. Today Cercles focuses on connecting Members and on home sharing. Over time, Members may also share other things through Cercles, such as cars, boats and event tickets, as those features become available.

Cercles provides the community and the technology that lets Members find, trust and communicate with each other. Cercles is not a party to any arrangement between Members.

These Terms of Use ("Terms") govern your use of the Application and your relationship with Cercles. By creating an account, applying for membership or using the Application, you agree to these Terms. If you do not agree, do not use the Application.

2. Definitions

2.1 "Cercles", "we", "us" or the "Owner" means Rare Capital, LLC, which operates Cercles. Contact: contact@my-cercles.com.

2.2 "Application" means the website at www.my-cercles.com and its subdomains, the Cercles mobile applications, any related APIs, software and documentation, and all features and services made available through them.

2.3 "Member", "User" or "you" means any person who applies for, holds or uses a Cercles account.

2.4 "Membership" means the Cercles Membership described in Section 9.

2.5 "Stay" means any arrangement between Members for one Member to stay in a home offered by another Member, including sublets and home exchanges.

2.6 "Restricted Stay" means a restricted short-term stay: a Stay shorter than the minimum length a city, region or jurisdiction allows without a registration, licence or permit (often 30 consecutive nights), in a home located where such short-term stays are prohibited or restricted, for example permitted only with a registration, licence or permit, only while the Member offering it is present, or only under other conditions set by law.

2.7 "Shared Item" means anything other than a home that a Member shares with another Member through the Application, such as a car, boat or event ticket.

2.8 "Member Content" means any information, listings, images, messages, reviews or other material a Member provides through the Application.

3. Application of these Terms

3.1 Some provisions apply only to certain Members, such as consumers or Members offering Stays. Where that is the case, the provision says so. Otherwise, every provision applies to every Member.

3.2 Additional terms may apply to specific features, events or sharing categories. They will be shown before you use that feature and form part of these Terms.

3.3 Members and Cercles are independent parties. Neither may represent, bind or enter into any agreement on the other's behalf.

4. Eligibility

By using the Application, you confirm that:

- you are at least 18 years old;
- you are not legally or contractually restricted from using the Application;
- you are not located in a country subject to a U.S. Government embargo or sanctions, and you are not on any U.S. Government list of sanctioned parties; and
- you will not use the Application for any unlawful purpose under the laws of the United States or any other applicable jurisdiction.

5. Application and account

5.1 To join Cercles, you must apply and be approved. Cercles reviews applications at its sole discretion, based on whether the applicant is a good fit for the community.

5.2 You must provide complete and truthful information and keep it up to date. You are responsible for the information you provide.

5.3 You are responsible for keeping your login credentials confidential and for all activity under your account. You will indemnify Cercles for any liability arising from activity under your account, as set out in Section 20.

5.4 Tell us immediately at contact@my-cercles.com if you believe your account or personal data has been compromised.

6. Account conditions

- Accounts created by bots or other automated means are not permitted.
- Each person may hold only one account, unless Cercles agrees otherwise.
- Accounts may not be shared. You are responsible for any consequences of sharing your account.

7. Closing your account

You can close your account at any time using the account settings in the Application, or by contacting contact@my-cercles.com if those settings do not work.

8. Suspension and removal

8.1 Cercles may suspend or close any account, at its sole discretion and without notice, if it considers the account inappropriate, harmful to the community or in breach of these Terms.

8.2 Suspension or closure does not entitle you to compensation or a refund, except where required by law, and does not release you from fees already owed.

9. The Cercles Membership

9.1 The Membership gives approved Members access to the Cercles community in every city where Cercles operates. It includes the member directory and introductions to other Members, Cercles events and gatherings, and the ability to share with other Members, starting with homes and, as they become available, other categories such as cars, boats and event tickets.

9.2 The Membership fee is paid for access to the community as a whole. It is not a fee for, and is not calculated by reference to, any Stay, exchange, listing or payment between Members. The Membership fee is the same whether or not a Member offers or takes Restricted Stays.

9.3 Cercles may offer the Application, or parts of it, without a Membership fee for a period of time. Where a Membership fee applies, its price, billing period and payment options are shown before purchase.

9.4 Cercles may add, change or retire features and sharing categories over time. New categories may come with additional terms shown before use.

10. Stays and sharing between Members

10.1 Long-term focus

Cercles is designed primarily for longer Stays, such as monthly stays, sublets and home exchanges between Members. Where Stays are restricted in a Member's city, region or jurisdiction, the Member may offer only Stays that meet every requirement that applies there, including any registration, licence or permit, minimum length, presence requirement or limit on the number of people staying. Disclosing and meeting those requirements is the responsibility of the Member offering the Stay.

10.2 No fees on Restricted Stays

Cercles does not charge, collect or receive any fee, commission, service charge or markup, directly or indirectly, in connection with a Restricted Stay, and does not increase any other fee or charge on account of a Restricted Stay.

10.3 Members' responsibility for local rules

Each Member who offers a Stay or a Shared Item is solely responsible for determining and complying with all laws, regulations and private rules that apply to it, including short-term rental registration and licensing, minimum-stay rules, presence and occupancy requirements, zoning, building and safety codes, tax registration, collection and remittance, and any lease, co-operative, condominium or homeowners' association restrictions. Each Member must accurately describe what is offered, including whether it is an entire home or a room and whether the Member will be present. Cercles does not provide legal or tax advice and does not verify any Member's compliance unless the law requires it to.

10.4 Registration numbers

Where a jurisdiction requires a registration, licence or permit number for a Stay, the Member offering it must enter that number in the listing before the listing is shown, keep it current, and remove the listing if the registration lapses or is revoked.

10.5 Cars, boats, tickets and other Shared Items

The Member offering a Shared Item is solely responsible for having the right to share it and for meeting every legal requirement that applies, including ownership or authorisation, registration, licensing, insurance, safety and seaworthiness, operator or captain requirements, ticket-transfer rules set by the issuer or venue, and tax. The Member using a Shared Item is responsible for holding any licence the activity requires and for using it lawfully and with care.

10.6 Arrangements are between Members

The terms of any Stay or Shared Item, including price, dates, house rules, cancellation and refunds, are agreed between the Members involved. Cercles is not a party to those arrangements and is not responsible for their performance.

11. Fees and payments

11.1 Paid Services

The paid services are the Membership and, where shown, a service fee on Stays or Shared Items arranged between Members (together, "Paid Services"). Any service fee is shown to the Members involved before an arrangement is confirmed. No service fee applies to a Restricted Stay.

11.2 Purchasing

You choose the Paid Service, review the price, taxes and terms shown, and confirm. Confirming creates an obligation to pay the amounts shown. You will receive a confirmation once payment succeeds.

11.3 Payment processing

All payments are processed by third-party payment providers. Cercles does not collect or store full card details; it receives confirmation when a payment succeeds. Payments between Members for Stays or Shared Items are processed directly into the receiving Member's own account with the payment provider. Any processing costs charged by that provider are borne by the receiving Member. Where a Cercles service fee applies, Cercles receives only that fee. On a Restricted Stay, Cercles receives no part of the payment.

11.4 Failed payments

If a payment fails or is refused, Cercles has no obligation to provide the Paid Service. Any costs resulting from a failed payment are borne by the paying Member.

11.5 Cancellations and refunds

Cancellation and refund terms for a Stay or Shared Item are set by the Member offering it and shown before the arrangement is confirmed. Refunds of payments between Members are issued by the receiving Member. Cercles may help Members resolve disagreements but is not responsible for refunds of payments between Members. Membership fees are non-refundable except where required by law or stated at purchase.

11.6 Fair use of the community

Members agree not to use the Application to find a Stay or Shared Item and then arrange that same arrangement outside the Application to avoid an applicable service fee. This does not apply to Restricted Stays, which carry no service fee and which Members may arrange and pay for in any lawful manner. Members also agree not to use the Application to recruit Members to competing services, or to scrape or export other Members' information.

11.7 Taxes

Each Member is responsible for their own tax obligations, including any occupancy, sales or income taxes arising from Stays or Shared Items. Cercles does not collect, withhold or remit taxes on Members' behalf unless the law requires it to.

12. Cercles content and intellectual property

12.1 All content on the Application, other than Member Content, including software, source code, designs, text, images, trade names and trademarks, is owned by Cercles or its licensors and protected by intellectual property laws.

12.2 You may use that content only as needed to use the Application as intended. You may not copy, download, modify, translate, publish, sell, sublicense, reverse engineer or create derivative works from it, or allow anyone else to, without Cercles' written consent. Where the Application expressly allows you to download or share content for personal, non-commercial use, you must keep all attributions.

12.3 Any statutory exceptions to copyright remain unaffected. If you believe content on the Application infringes your rights, contact contact@my-cercles.com.

13. Member Content

13.1 You confirm that you have the right to provide any Member Content and that it does not infringe any law or third-party right.

13.2 You grant Cercles a non-exclusive, royalty-free licence to host, display and process your Member Content to operate, maintain and promote the Application.

13.3 You are solely responsible for your Member Content, including that listings and descriptions are accurate.

13.4 Member Content must not contain malicious code, illegal, obscene or pornographic material, hate speech, harassment, false or misleading information, or material that infringes others' rights ("Restricted Content"). Cercles may review, refuse, remove or edit any Member Content, and suspend the Member responsible, at its sole discretion and without liability.

14. Third-party services

The Application may link to or integrate third-party services, such as payment providers. Cercles does not control them and is not responsible for them. Their own terms and privacy policies apply.

15. Acceptable use

15.1 You may use the Application only as these Terms and applicable law permit, and you are solely responsible for ensuring your use is lawful.

15.2 Cercles may restrict access, remove content, close accounts or report conduct to the competent authorities where a Member breaches the law or these Terms, infringes third-party rights, harms Cercles' legitimate interests, or harasses or abuses anyone.

16. Software licence

Subject to these Terms, Cercles grants you a revocable, non-exclusive, non-transferable, non-sublicensable licence to use the Application for its intended purpose. This licence gives no right to the source code and ends when your account closes. Where the Application uses third-party software, you must comply with that software's licence terms.

17. API

If Cercles permits access to your data through an API, that use is subject to these Terms. Cercles is not liable for losses from your use of the API or of third-party products that access it.

18. Disclaimers and assumption of risk

18.1 The Application is provided "as is"

TO THE FULLEST EXTENT PERMITTED BY LAW, CERCLES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CERCLES DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS.

18.2 Members' conduct and offerings

Cercles is not responsible for the conduct, communications, representations or offerings of any Member, or for the quality, safety, legality or accuracy of any Stay, Shared Item or listing. Cercles does not verify, vet or monitor Member Content, including listings and reviews, unless the law requires it to.

18.3 Responsibility when using a Stay or Shared Item

You are responsible for your own acts and omissions and those of anyone you bring with you. You must leave homes and items in the condition you found them, pay reasonable costs for any damage you, your companions or your pets cause, act with integrity and respect, and follow the law. If you bring a minor, you must be legally authorised to act for them and you are responsible for supervising them. To the fullest extent permitted by law, you assume the risks of meeting other Members and of any Stay or Shared Item, including risks of illness, injury, property damage or death, and it is your responsibility to decide whether a Member and their offering are suitable for you.

18.4 Responsibility when offering a Stay or Shared Item

You assume the risks of offering a Stay or Shared Item. You confirm that you have had the opportunity to investigate the laws and rules that apply to your offering and that you are not relying on any statement of law by Cercles.

18.5 Statutory rights

Some jurisdictions do not allow certain warranty exclusions. These disclaimers apply only to the extent permitted by law.

19. Limitation of liability

19.1 To the fullest extent permitted by law, Cercles and its affiliates, officers, directors, employees, agents and partners are not liable for:

- indirect, incidental, special, consequential, exemplary or punitive damages, including lost profits, goodwill or data;
- personal injury or property damage arising from any Stay, Shared Item, event or meeting between Members;
- the conduct of any Member or third party, including defamatory, offensive or illegal conduct;
- unauthorised access to accounts or servers, interruptions, bugs or harmful code transmitted through the Application; or
- errors or omissions in any content.

19.2 In all cases, Cercles' total liability for all claims is limited to the Membership and service fees you paid to Cercles in the 12 months before the claim, excluding amounts paid to other Members.

19.3 These limits apply whatever the legal basis of the claim, and only to the extent permitted by applicable law.

20. Indemnification

20.1 You will defend, indemnify and hold harmless Cercles and its affiliates, officers, directors, employees, agents and partners from all claims, damages, losses, fines, penalties, costs and expenses, including reasonable legal fees, arising from: your use of the Application; your breach of these Terms; your violation of any law or third-party right; your Member Content; or your wilful misconduct.

20.2 Each Member who offers a Stay or Shared Item will also defend, indemnify and hold harmless Cercles and the parties above from any claim, fine, penalty, assessment, investigation or proceeding, including reasonable legal fees, arising from that Stay, Shared Item or listing, or from the Member's failure to comply with Section 10.

21. Cercles' rights regarding listings

Cercles may, at its discretion and without liability, require proof of registration, licensing or permission; limit the length of Stays offered in any jurisdiction; remove any listing; suspend any Member; and share listing information with a public authority where Cercles believes the law requires it.

22. General

22.1 **No waiver.** Cercles' failure to enforce any right is not a waiver of it.

22.2 **Service changes and interruptions.** Cercles may interrupt the Application for maintenance or updates, and may suspend or discontinue it within the limits of the law. If the Application is discontinued, Cercles will help Members retrieve their personal data where the law requires. Cercles is not responsible for interruptions outside its reasonable control.

22.3 **No reselling.** You may not resell or commercially exploit any part of the Application without Cercles' written consent.

22.4 **Privacy.** Cercles' Privacy Policy explains how personal data is handled and forms part of these Terms. If the two conflict on a privacy matter, the Privacy Policy governs.

22.5 **Changes to these Terms.** Cercles may update these Terms and will inform Members of material changes. Changes apply going forward. Continuing to use the Application after changes take effect means you accept them. If you do not accept them, you must stop using the Application.

22.6 **Assignment.** Cercles may assign or transfer its rights and obligations under these Terms, taking Members' legitimate interests into account. Members may not assign theirs without Cercles' written consent.

22.7 **Severability.** If any provision is invalid or unenforceable, the rest remains in effect, and the invalid provision will be read as closely as possible to its original intent.

23. Governing law and disputes

23.1 These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-laws principles.

23.2 Before starting any legal proceeding, please contact contact@my-cercles.com with a short description of the dispute. Cercles will investigate and respond within 30 days, and may extend this by a further 30 days with written notice. If the dispute is not resolved within 30 days after that, either party may bring it before the courts of the State of Delaware, USA, which have exclusive jurisdiction, except that consumers in the European Union and other jurisdictions that guarantee it may bring proceedings in their local courts.

23.3 To the extent permitted by law, you waive any right to bring or take part in a class action against Cercles.

24. Contact

Rare Capital, LLC (Cercles): contact@my-cercles.com

Member acknowledgement

By creating an account or using the Application, you confirm that you have read, understood and agree to these Terms and the Privacy Policy, including the responsibilities, disclaimers, limitation of liability and indemnification in Sections 10, 18, 19 and 20.