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Copyright Complaints

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, you should provide our Copyright Agent with a written notice that sets forth the infringement details. To be effective, the notice must contain the following information:

1. A description of the copyrighted work that you believe has been infringed;
2. A description of the material that you claim is infringing the copyrighted work and a detailed description of where it is located on the Website;
3. Your physical address, telephone number, and email address;
4. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the copyright owner or the person authorized to act on the copyright owner's behalf.

Please send the notice complying with the foregoing to our Copyright Agent using the following information. If contacting us by email, please include the phrase "*Attention – Copyright Agent*" in the header of the email.

Copyright Agent at Contact@TLCResorts.com

We reserve the right, in appropriate circumstances and at our discretion, to terminate the privileges of any User who repeatedly infringes the copyrights or other intellectual property rights of the Operator or others.

THE WEBSITE AND ALL CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. THE OPERATOR AND ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, VENDORS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE OR THE ACCURACY OR RELIABILITY OF ANY CONTENT PROVIDED THROUGH THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE OPERATOR DOES NOT GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, AVAILABLE AT ALL TIMES, OR WITHOUT INTERRUPTION. NEITHER THIS WEBSITE NOR ANY PRODUCT OR SERVICE MADE AVAILABLE THROUGH THIS WEBSITE IS IN ANY WAY INTENDED AS, NOR SHALL IT BE CONSTRUED AS, AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY, TIMESHARE, LODGING RIGHTS OR ANY OTHER PRODUCT OR SERVICE OR AS AN INDUCEMENT OF ANY KIND IN CONNECTION THEREWITH.

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IF ANY JURISDICTION PROHIBITS THE FOREGOING DISCLAIMERS, LIMITATIONS,

AND EXCLUSIONS, IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY THE JURISDICTION.

You agree to defend, indemnify, and hold harmless the Operator, its affiliates, directors, officers, employees, and agents from and against all claims, damages, and expenses, including reasonable attorney's fees, arising out of or related to any products or services you purchase in connection with the Website, your use of the Website, or your violation of any third-party right. To the extent permitted by applicable law, you hereby release the Operator from any and all claims or liability related to any product or service available through the Website or any conduct, action, or inaction by the Operator. In connection with the foregoing release, you hereby waive any rights under California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

This Agreement and any dispute of any sort that might arise between you and the Operator shall be governed by and construed in accordance with the laws of the State of Nevada, notwithstanding the conflict of laws provisions of any state. Except as otherwise provided herein, You irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts in the County of Clark, State of Nevada (the "Courts") for any litigation or dispute arising out of or relating to this Agreement or your performance or nonperformance hereunder (including but not limited to collection matters). Any dispute between you and any third party, including without limitation any provider of resort lodging or other services, shall be governed by and construed in accordance with the laws of the jurisdiction of domicile of such provider, and you irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of said place of domicile.

Most concerns can be resolved quickly and effectively by calling the Operator's customer service department at 866-515-0894 (Toll-Free) or 702-489-7385 (Direct). In the unlikely event that customer service is unable to resolve your concern, we each agree to resolve any disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. You agree that, by entering into this Agreement, you and Operator are each waiving the right to a trial by jury or to participate in a class action. For any non-frivolous claims that do not exceed \$1,000 in the aggregate, Operator will pay all costs of the arbitration. However, you will remain responsible for your own attorneys fees and costs.

References to "Operator," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior Agreements between us. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

Arbitration Agreement

Operator and you agree to arbitrate all disputes and claims between us that can't otherwise be resolved through customer service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

The arbitration shall be held in Clark County, State of Nevada before one arbitrator under the commercial arbitration rules of the American Arbitration Association (“AAA”) in force at that time. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, you shall select an arbitrator from a panel of arbitrators acceptable to and chosen by the Operator from AAA’s pool of arbitrators. Except as otherwise provided above, the costs of arbitration shall be paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand and serve such demand on the other party within one (1) year of when the claim or controversy first accrued. Any judgment upon the award rendered by the arbitrator may be entered in the Courts. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THE TERMS AND THIS AGREEMENT PROVIDE THAT ALL DISPUTES BETWEEN YOU AND THE OPERATOR WILL BE RESOLVED BY BINDING ARBITRATION. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL CLAIM. ACCORDINGLY, YOU GIVE UP AND WAIVE YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS OR HAVE YOUR DISPUTE HEARD BY A JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY AN ARBITRATOR AND NOT A JUDGE OR JURY. FURTHER, UNLESS BOTH YOU AND OPERATOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

The Agreement constitutes the entire agreement between us with respect to your access, use, and receipt of services from the Website and supersedes all prior communications, agreements, negotiations and discussions between you and us relating to the same, whether written or oral. We exclude any representations and warranties previously given or made in relation to the

same.

We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement (including the **Privacy Notice**) with or without prior notice, and such change or modification will be effective upon posting of an updated version of these terms on the Website. Notwithstanding the forgoing, any such changes to the Agreement will not apply to disputes filed before the effective date of the amendment. You are responsible for regularly reviewing these terms. By using this Website, you agree that the posting of new or revised terms and conditions on the Website will constitute adequate and constructive notice to you of any and all revisions and changes. Continued use of the Website after any such changes or after explicitly accepting the new terms upon logging into the Website shall constitute your consent to such changes. If you do not agree to any modification of this Agreement, you must immediately stop using this Website. This provision will survive any termination of this Agreement.

If one or more of the provisions herein are held to be invalid or unenforceable for any reason, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein. This Agreement shall be binding upon and inure to the benefit of each of us and our respective heirs, administrators, legal representatives, successors and assigns. It is our mutual and express intent that the rights and obligations set forth herein apply to us only, with no third-party beneficiary rights intended. Waiver of any term of this Agreement shall not affect any other term or subsequent performance of the waived term.