

TERMS OF USE

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Newport Dunes Resort and Marina
c/o Terra Vista Management, Inc.
Attn: Marketing Director
1131 Back Bay Drive,
Newport Beach, CA 92660
800-946-9179
privacy@newportdunes.com

1) ACCEPTANCE OF TERMS OF USE

Please carefully read the following Terms before using the Websites. By accessing or using each Website, you acknowledge that you have read, understood and agree to be bound by these Terms which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Website or any of its content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE WEBSITES AND THEIR CONTENTS ARE SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND NEWPORT DUNES' PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE WEBSITES IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Each time you access, use or browse the Websites, you signify your acceptance of the then-current Terms. Any changes in these Terms take effect upon posting and apply only to use of the Websites and information collected from you on and after Last Revised date, unless we provide notice or have other communications with you.

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Please review the [Privacy Policy](#) for the Websites and Applications. If you do not agree with the Privacy Policy, you are not authorized to use the Websites. The terms of the [Privacy Policy](#) are incorporated herein by this reference.

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by, affiliated with, or associated with Newport Dunes or the Website; (iii) when selected by a user, the link must display the Website on full-screen and not within a “frame” on the linking website; and (iv) Newport Dunes reserves the right to revoke its consent to the link at any time and in its sole discretion. You agree to take down the link if Newport Dunes revokes its consent.

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10) DISCLAIMER

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEWPORT DUNES AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITES, USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, CONTENT, SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITES. IN NO EVENT SHALL NEWPORT DUNES OR ANY OF ITS LICENSORS, SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THESE ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF

NEWPORT DUNES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE WEBSITES, OR THE CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES ON OR THROUGH THE WEBSITES SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

11) NOTICE REQUIRED BY CALIFORNIA LAW

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The name, address and telephone number of the provider of these Websites is:

Newport Dunes Resort and Marina
c/o Terra Vista Management, Inc.
Attn: Marketing Director
1131 Back Bay Drive,
Newport Beach, CA 92660 800-946-9179
privacy@newportdunes.com

Complaints regarding these Websites or Content or requests to receive further information regarding use of these Websites or Content may be sent to the above address.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

12) GOVERNING LAW AND DISPUTES

These Terms shall be governed by, and will be construed under, the laws of the State of California, U.S.A., without regard to choice of law principles, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. You irrevocably agree that the exclusive venue for any disputes arising between you and Newport Dunes out of, under, or in connection with these Terms, the Websites, or their Content shall be conducted in Orange County, California, U.S.A. Any cause of action or claim you may have with respect to these Terms, the Websites, or their Content must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

You agree that any dispute between you and Newport Dunes arising out of or relating to these Terms, the Privacy Policy, the Websites, or Content will be decided only by arbitration, individually and not on a class-wide basis. YOU KNOWINGLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY FORM OF CLASS ACTION or “class,” “joint” or “representative” litigation (including in any “private attorney general capacity”) against Newport Dunes. The laws of the State of California, U.S.A., without regard to choice of law principles, shall apply to any dispute between us, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. Any arbitration will be administered by the American Arbitration Association and will take place in Orange County, California, U.S.A. The remedy for any claim shall be limited to actual damages, and in no event shall you be entitled to recover punitive, exemplary, consequential or incidental damages, including attorney’s fees or other costs related to bringing a claim, or to rescind these Terms or seek injunctive or any other equitable relief arising out of or related to the Submission or these Terms.

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14) MISCELLANEOUS

These Terms and the Privacy Policy set forth the entire understanding and agreement between you and Newport Dunes with respect to the subject matter hereof. If any provision of the Terms or the Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms or the Privacy Policy shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. Newport Dunes' failure to act with respect to any failure by you or others to comply with these Terms or the Privacy Policy does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or the Privacy Policy or your rights or obligations under these Terms or the Privacy Policy without the prior written consent of Newport Dunes, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms or the Privacy Policy.

15) QUESTIONS?

Please direct any questions you may have about these Terms, technical questions or problems with the Websites, or comments or suggestions to Newport Dunes as follows:

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