

Costa Palmas Terms of Use

This Agreement was last revised on August 21, 2018.

Welcome to costapalmas.com, a website and online service owned and operated by Desarrolladora La Ribera, S. de R.L. de C.V. ("DLR", "Company", "we," or "us"). This page explains the terms by which you may use our service. By accessing or using the DLR services, website (including all areas of the site), applications and software provided online and made available offline through or in connection with the service, including through a mobile device (collectively, the "Service"), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (the "Agreement" or "Terms of Use"). By using the Service you agree to the Terms of Use, whether or not you are a registered user of our Service.

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

We reserve the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on this page and indicate at the top of the page the date the Agreement was last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

1. Use of Our Service.

The Service is a place that provides information about a luxury hotel development and planned residential community, Costa Palmas, located in Los Cabos, Mexico (collectively, the "Property"). The Property's name, Costa Palmas, when translated from Spanish to English means coast palms. The Service is for informational purposes only.

DLR grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

2. Eligibility.

Use of and Membership in the Service is void where prohibited. This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of this Agreement. DLR may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13. If you are under 18 years of age you may use the Service only if you either are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO THE REGISTRATION OF YOUR CHILD WHO IS 13 YEARS OF AGE OR OLDER WITH THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT WITH RESPECT TO, THROUGH, AND IN CONNECTION WITH SUCH REGISTRATION AND USE.

3. Term and Termination. This Agreement shall remain in full force and effect while you use the Service.

DLR may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in DLR's sole determination, you violate any of terms of this Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service, including, but not limited to, registering for the Service with an email address that is not rightfully yours.

4. Registration. If you wish to receive further information about the Property, you will need to register with DLR as a "Member" of our site via direct registration on the site. Your registration gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. When you sign up to become a Member, you will also be asked to supply your email address. You are solely responsible for any and all use of your account, and the activity that occurs on your account.

- a. **Communications and Notifications.** By providing DLR your email address you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. We may also use your email address to send you other messages, including changes to DLR features, marketing messages, additional information about the Property, and special offers. If you do not want to receive such email messages, you may opt out by sending an email to info@CostaPalmas.com, or by sending mail to the following postal address:

Customer Support
Costa Palmas
907 Westwood Blvd.
P.O. Box 439
Los Angeles, CA 90024

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers.

- b. **Personal Use.** Member accounts are for your personal, non-commercial use only, and are limited to one account per person. When creating your account, you must provide accurate and complete information. You may not create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple Membership Accounts. Additionally, you may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor). You may never use another Member's account without permission. Although DLR will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of DLR or others due to such unauthorized use.
- c. **Responsibility for User Content.** Some areas of the Service may allow Users to post text, data, materials, and other information ("User Content"). DLR takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility.

5. **Non-commercial Use by Members.** The Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or expressly approved in writing by DLR. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the DLR servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. Illegal and/or unauthorized use of the DLR Service, including collecting and/or harvesting personally

identifiable information, including usernames and/or email addresses of Members, by electronic or other means for the purpose of sending spam, unsolicited email or unauthorized framing of or linking to the website is prohibited. You agree not to use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages. Appropriate legal action will be taken for any illegal or unauthorized use of the DLR Service.

6. License Grant.

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. DLR reserves all rights not expressly granted herein in the Service and the Content (as defined below). DLR may terminate this license at any time for any reason or no reason.

7. Proprietary Rights.

- a. **Intellectual Property Rights.** For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- b. **Content.** Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, renderings, drawings, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Content"), and all Intellectual Property Rights related thereto, are the exclusive property of DLR and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.
- c. **Ideas and Comments.** You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, non-proprietary, non-confidential, and without restriction and will not place DLR under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, DLR does not waive

any rights to use similar or related ideas previously known to DLR, or developed by its employees, or obtained from sources other than you.

- d. **Trademarks.** Costa Palmas and other Service graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of DLR. DLR's trademarks and trade dress may not be used in connection with any product or service that is not DLR's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits DLR. All other trademarks not owned by DLR that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by DLR.
- e. **Four Seasons Marks.** Four Seasons Los Cabos are not developed, owned or sold by Four Seasons Hotels Limited or its affiliates ("Four Seasons"). The developer, Desarrolladora La Ribera, S. de R.L. de C.V., and its affiliates, uses Four Seasons trademarks and tradenames under a license from Four Seasons Hotels Limited. The developer is responsible for the marketing and sales of Four Seasons Los Cabos. The marks "Four Seasons", "Four Seasons Hotels and Resorts", any combination thereof and the Tree Design are registered trademarks of Four Seasons Hotels Limited in Canada and U.S.A. and of Four Seasons Hotels (Barbados) Ltd. elsewhere.
- f. **Aman Marks.** The Aman-branded real estate is not developed, owned, or sold by Aman Group S.A.R.L. societate a raspabilitate limitate or its affiliates ("Aman"). The developer, Desarrolladora La Ribera, S. de R.L. de C.V., and its affiliates, uses Aman trademarks and tradenames under a license from Aman. The developer is responsible for the marketing and sales of Amanvari Residences East Cape. The marks "Aman", "Amanvari", and any combination thereof are registered trademarks of Aman Group S.A.R.L.

8. Informational Purpose.

- a. **No Reliance; Not Professional Advice.** The Service, and the Content therein, is for informational purposes only. This site is meant to be used as an overview of the Property and its nearby environs. In no way should the Content contained in the Service be relied upon for financial, tax, accounting, investment, business or legal advice. All items are subject to modification, change and/or being withdrawn at any time in the sole discretion of DLR and its affiliates. Reliance on any information provided by DLR, DLR employees, others appearing on the Service at the invitation of DLR, or other visitors to the Service is solely at your own risk.
- b. **Property Descriptions.** All descriptions of residences, buildings, facilities or improvements are for illustrative purposes only and do not constitute an assurance that such residences, buildings, facilities or improvements will be

constructed as shown or in accordance with any square footages described herein which are estimates only. No federal or other agency has judged the merits or the value of this property.

- c. **Sales.** Nothing contained herein shall be construed as an offer to sell or a solicitation to buy in any state where prior registration is required. For clarity, the Service is not intended to be an offer to sell, or solicitation to buy, units to residents of any jurisdiction where the project is not registered (unless exemptions from registration are available), or in any other jurisdiction where prohibited by law, and your eligibility for purchase will depend upon your state of residency. E&O.E. Developer shall have no obligation to sell any residence unless the purchaser executes a sale agreement and other documents required by the developer and such documents are executed and accepted by the developer.
- d. **Specifications, Plans, and Designs.** Prices, plans, products and availability are subject to change without notice. The sketches, renderings, graphic materials, drawings, plans, dimensions, pricing, various fees, materials, design, scheduling and delivery, and specifications about, of, and/or concerning the Property are proposed only; the developer reserves the right to modify, revise, or withdraw, make modifications to any or all of same in its sole discretion without prior notice. Dimensions and square footage are approximate and may vary with actual construction. All improvements, designs and construction are subject to first obtaining the appropriate federal, state and local permits and approvals for same. Any drawings and depictions in this website are conceptual only and are for the convenience of reference. They should not be relied upon as representations, express or implied, of the final detail of the residences. The developer expressly reserves the right to make modifications, revisions, and changes it deems desirable in its sole and absolute discretion.
- e. **Depictions.** The photographs contained in this website may be stock photography or may have been taken off-site. Such photographs are used in this website to depict the aspirational spirit of the lifestyles to be achieved rather than any that may exist or that may be proposed, and are merely intended as illustrations of the activities and concepts depicted therein. All depictions of appliances, counters, window coverings, soffits, floor coverings and other matters of detail, including, without limitation, items of finish and decoration, are conceptual only and are not necessarily included in each Unit. Consult your Agreement and the Prospectus for the items included with the Unit.
- f. **Real Estate Brokers.** No real estate broker is authorized to make any representations or other statements regarding the project, and no agreements with, deposits paid to or other arrangements made with any real estate broker are or shall be binding on the developer. Please refer to the developer's official

project brochures, website and materials and the documents furnished by the developer pursuant to state law for information regarding the projects.

9. **DMCA Copyright Policy.** You may not post, modify, distribute, or reproduce in any way, any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of DLR to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to DLR by the copyright owner or the copyright owner's legal agent.

Without limiting the foregoing, if you believe that your work has been copied and posted on the DLR Service in a way that constitutes copyright infringement, please provide us with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the DLR Service; (iv) your address, telephone number, and email address; (v) 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; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please provide this information to:

Copyright Notices
Desarrolladora La Ribera, S. de R.L. de C.V.
907 Westwood Blvd.
P.O. Box 439
Los Angeles, CA 90024
Email: info@CostaPalmas.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying DLR and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with DLR's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

10. Mobile Use

DLR may make available a version of its Service for use with mobile devices (the “DLR Application”). You acknowledge that certain services, such as location-based services, and service-related information (such as the availability of DLR Application upgrades), may be provided from time to time in the form of text (SMS) messages delivered to your registered mobile device instead of directly through the Application. By registering your mobile device or providing us with your mobile phone number, you agree to receive such SMS-based communications to the mobile number associated with your registered mobile device. To opt-out of receiving these SMS-based communications, follow the instructions in the body of the SMS message. In the event you elect to opt-out of such SMS-based communications, you may receive an additional message from the Service confirming your election. DLR does not warrant that the text messaging service will be uninterrupted or error free.

Though you may access the Service via a mobile device, DLR shall not be liable for any delay in performing or failure to perform any obligation hereunder by circumstances beyond our reasonable control including (without limitation) any technical problems beyond the control of DLR such as (for example) defects, congestion or failures of capacity or otherwise in the public data or telephone or mobile carrier network or caused by atmospheric interference, your mobile device being turned off for an extended period of time so that messages are not retained, or your being unable to obtain mobile network coverage.

11. Privacy

We care about the privacy of our Users. [Click here](#) to view our Privacy Policy. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

12. Security

DLR has implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

13. Additional Representations and Warranties.

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

A. You are at least 18 years of age, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

B. Your User Content and DLR's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.

14. Third-Party Websites, Advertisers or Services.

The Services may permit you to link to or otherwise access other websites, services or resources on your device and the Internet, and other website, services, or resources may contain links to or be accessed by the Service. These other resources are not under our control, and you acknowledge that we are not responsible for the content, functions, accuracy, legality, appropriateness or any other aspect of such website or resources. The inclusion of any such link or access does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

Your dealings with or participation in promotions of advertisers to which you opt-in and/or find on DLR, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that DLR shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

15. Indemnity.

You agree to defend, indemnify and hold harmless DLR and its subsidiaries, agents, and other affiliated companies, and the employees, contractors, agents, shareholders, officers and directors of each, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any information that is submitted by you; or (vi) any other party's access and use of the Service with your User Content.

16. No Warranty.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, DLR, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

DLR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE DLR SERVICE AND DLR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DLR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, SHAREHOLDERS, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. DLR IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY MEMBER OR OTHER USER OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL DLR BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DLR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, INCLUDING VIEWING, PLAYING OR DOWNLOADING ANY MATERIALS ON OR

FROM THE SERVICE, OR OTHERWISE IN CONNECTION WITH THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL DLR, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO DLR TO USE THE SERVICE.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF DLR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

18. Dispute Resolution.

A. Informal Resolution. If a dispute arises between You and DLR, you agree to first provide DLR with notice of your complaint via email to info@CostaPalmas.com so that the parties may attempt to resolve the dispute informally within sixty (60) days from the date your complaint is received.

B. Applicable Law and Venue. Except as otherwise provided herein, You and DLR each agree that these Terms of Use and the relationship between the parties shall be governed by, construed, and enforced in accordance with the laws of the State of California without regard to its conflict of law provisions. Except as provided below, You and DLR agree to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, including for any action seeking to compel arbitration or vacate an arbitral award, and consent to the personal jurisdiction of such courts. The parties agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

C. Arbitration Agreement.

(1) Arbitration.

With the exception of class actions, small claims court filings, or actions for preliminary injunctive relief (as further discussed below), any other dispute of any kind between you and DLR arising under this Agreement or in

connection with your use of the Service (“Dispute(s)”), if unresolved through the informal process outlined above, will be resolved by binding arbitration in Los Angeles County, California. If you are an individual consumer using the Service primarily for personal reasons (“Individual Consumer”), as opposed to an individual accessing the Service for business purposes, and you are located within the United States, you may alternatively select your state of residence as the place of arbitration, but all other actions remain subject to the venue and choice of law provisions in Section 18.B.

The arbitrator presiding over a Dispute will be a retired judge or justice of any state or federal court with substantial experience in the subject matter relevant to the matter in dispute and will follow California law, exclusive of conflict or choice of law rules, in adjudicating the dispute. BY AGREEING TO ARBITRATE, YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement will be governed by the Federal Arbitration Act.

The parties agree that the arbitrator presiding over a Dispute will be instructed, whenever practicable, to resolve threshold legal issues by way of motions filed by the parties. The parties also agree that they will follow JAMS’ streamlined arbitration rules and procedures then in effect in arbitrating any Dispute, except to the extent that the JAMS rules are inconsistent with this Section 18.C including the class action waiver described below. The JAMS rules are available at www.jamsadr.com.

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity, other than class relief. The arbitrator’s award will be written, and binding, on the parties and may be entered as a judgment in any court of competent jurisdiction. If you are an Individual Consumer, DLR will pay all arbitration administrative fees and fees for the arbitrator’s services, other than the \$250 filing fee required for you to initiate a claim.

If you are an Individual Consumer and the claim you wish to assert against us is for less than \$10,000 then, at your election, (i) the arbitration may proceed in-person, by telephone, or by written briefs or (ii) you may in lieu

of arbitration bring your claim in small claims court. If either party files a claim in state or federal court that is required by these Terms of Use to have been brought to arbitration, then the other party will be entitled to such party's reasonable attorneys' fees incurred in successfully compelling arbitration.

Both parties reserve the right to seek a preliminary injunction or temporary restraining order from a federal or state court located in Los Angeles County, California. However, after such request for relief has been adjudicated by such court, the remainder of the Dispute will be resolved by binding arbitration as set forth herein.

(2) Class Action Waiver.

YOU AND DLR AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS AND THAT ANY CLAIMS BROUGHT UNDER THESE TERMS OF USE OR IN CONNECTION WITH THE SERVICE MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The parties further agree that they will not participate in any class action (existing or future) brought by any third party arising under this Agreement or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration hereunder can proceed on a class-wide basis, then such class action is not subject to arbitration and must be litigated in state or federal court in Los Angeles County, California.

(3) Opt-Out.

IF YOU ARE A NEW USER OF THE SERVICE, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO INFO@COSTAPALMAS.COM ("OPT-OUT NOTICE") OR VIA U.S. MAIL TO: Desarolladora La Ribera, S. de R.L. de C.V., Attn: Arbitration Opt-Out, 907 Westwood Blvd., P.O. Box 439, Los Angeles, CA 90024. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. IF YOU ARE NOT A NEW USER OF THE SERVICE, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your User account(s) to which the opt-out applies, and the date you

started using the Service to: info@CostaPalmas.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms of Use and its Disputes Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

19. Availability and Use Outside of the United States.

While the Property featured in the Service is located in Mexico, the Service itself is controlled and operated from facilities in the United States. DLR makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals located in the United States. Notwithstanding the foregoing, DLR retains all rights, including all Intellectual Property Rights, to the Service and the Content therein, throughout the world.

20. Notification Procedures.

DLR may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by DLR in our sole discretion. DLR reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

21. Notice to California Users.

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

22. General.

- a. **Entire Agreement.** This Agreement, together with any other legal notices and agreements published by DLR via the Service, shall constitute the entire agreement between you and DLR concerning the Service.

- b. **No Waiver.** DLR's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, and no waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- c. **Headings.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- d. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DLR without restriction.
- e. **Severability.** If any provision of this Agreement is unlawful, void or unenforceable by a court of competent jurisdiction, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

If you have any questions regarding this Agreement, please contact us at info@CostaPalmas.com.