

## **TERMS OF USE**

Last Revised April 2024

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The Websites include without limitation: [www.missionbayrvresort.com](http://www.missionbayrvresort.com).

If you have a question whether a site is a website of Mission Bay RV Resort, or if an entity is an affiliate of Mission Bay RV Resort, please check the information posted on the site or contact Mission Bay RV Resort as follows:

Mission Bay RV Resort™  
c/o Terra Vista Management, Inc.  
Attn: Marketing Director  
445 Marine View Avenue, Suite 110  
Del Mar, CA 92014  
Telephone: 800-946-9179  
Email: [privacy@missionbayrvresort.com](mailto:privacy@missionbayrvresort.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 MISSION BAY RV RESORT’S 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.

### **2) AGE RESTRICTIONS**

The Websites are directed to persons 18 years of age or older. Mission Bay RV Resort and the Websites do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Websites or to submit any personally identifiable information to the Websites. If you provide information to Mission Bay RV Resort through the Websites, you represent and warrant to Mission Bay RV Resort that you are 18 years of age or older. If you are 13 – 17 years of age, you may visit, browse and use the information on the Websites, but you may not submit any personal information to the Websites, and you represent and warrant to

Mission Bay RV Resort that you have the permission of your parent or guardian to use the Websites and any activities on the Websites, and your parent or guardian agrees to these Terms on your behalf. If you are a parent or guardian and believe Mission Bay RV Resort may have inadvertently collected personal information from your child under age 18, please notify Mission Bay RV Resort immediately by sending an email to [privacy@missionbayrvresort.com](mailto:privacy@missionbayrvresort.com) including the specific website or line of business to which your request pertains.

### 3) PERMITTED USE OF WEBSITES

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You may not duplicate, publish, display, modify, distribute, perform, reproduce, copy, sell, resell, exploit, or create derivative works from any part of the Websites or the Content unless expressly authorized by Mission Bay RV Resort in writing. You agree that you will not remove, obscure, or modify any acknowledgments, credits or legal, intellectual property or proprietary notices, or marks, or logos contained on the Websites or in the Content.

Special terms may apply to some products or services offered on the Websites, or to any sweepstakes, contests, or promotions that may be offered on the Websites. Such special terms (which may include official rules and expiration dates) may be posted in connection with the applicable product, service, sweepstakes, contest, promotion, feature or activity. By entering such sweepstakes or contests or participating in such promotions you will become subject to those terms or rules. We urge you to read the applicable terms or rules, which are linked from the particular activity, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such sweepstakes, contests and promotions. Any such special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms shall prevail over these Terms.

### 4) PRIVACY POLICY

Please review the Privacy Policy at <https://www.missionbayrvresort.com/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 at <https://www.missionbayrvresort.com/privacy-policy/> are incorporated herein by this reference.

### 5) PROPRIETARY RIGHTS

You acknowledge and agree that, as between Mission Bay RV Resort and you, all right, title, and interest in and to the Websites and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by Mission Bay RV Resort or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws.

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#### 6) YOUR INDEMNITY OF MISSION BAY RV RESORT

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MISSION BAY RV RESORT, ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, PROPERTY MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONCESSIONAIRES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT (COLLECTIVELY, THE "MISSION BAY RV RESORT ENTITIES"), HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION INJURY TO PERSON OR PROPERTY OR DEATH, AND REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR CONNECTION OR SUBMISSION TO OR USE OF THE WEBSITES OR THE CONTENT; OR (B) YOUR VIOLATION OF THESE TERMS OF USE, ANY APPLICABLE LAWS, OR THE RIGHTS OF MISSION BAY RV RESORT OR ANY THIRD PARTY. MISSION BAY RV RESORT RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO YOUR INDEMNIFICATION, AT YOUR EXPENSE, AND IN SUCH CASE, YOU WILL COOPERATE WITH MISSION BAY RV RESORT'S DEFENSE OF SUCH CLAIM.

#### 7) LINKS

Links to Other Websites and Search Results: The Websites may contain links to websites operated by other parties. The Websites provide these links to other websites as a convenience, and your use of these sites is at your own risk. The linked sites are not under the control of Mission Bay RV Resort which is not responsible for the content available on third party sites. Such links do not imply endorsement of information or material on any other site and Mission Bay RV Resort disclaims all liability with regard to your access to, use of or transactions with such linked websites. You acknowledge and agree that Mission Bay RV Resort shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

Links to the Websites: You may link another website to a Website subject to the following linking policy: (i) the appearance, position and other aspects of any link may not be such as to damage or dilute the reputation of Mission Bay RV Resort or the Website; (ii) the appearance, position and other attributes of the link may not create the false appearance that your site, business,

organization or entity is sponsored by, endorsed by, affiliated with, or associated with Mission Bay RV Resort 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) Mission Bay RV Resort 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 Mission Bay RV Resort revokes its consent.

#### 8) MODIFICATIONS TO THE WEBSITES

Mission Bay RV Resort reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, the Websites, or any portion thereof, or any Content, with or without notice. You agree that Mission Bay RV Resort will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Website.

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#### 10) DISCLAIMER

THE WEBSITES AND CONTENT AND THE INFORMATION, SERVICES, PRODUCTS, SWEEPSTAKES, CONTESTS, DRAWINGS, OR OTHER ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITES, INCLUDING WITHOUT LIMITATION TEXT, PHOTOS, VIDEO, GRAPHICS, OR OTHER IMAGES, CONTENT, VIEWS AND LINKS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MISSION BAY RV RESORT AND ITS LICENSORS, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR USE OF THE WEBSITES AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Websites is free of viruses or other harmful code.

#### 11) LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MISSION BAY RV RESORT 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 MISSION BAY RV RESORT 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 MISSION BAY RV RESORT 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.

## 12) NOTICE REQUIRED BY CALIFORNIA LAW

Pursuant to California Civil Code Section 1789.3, users are entitled to the following specific consumer rights notice:

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

Mission Bay RV Resort  
c/o Terra Vista Management, Inc.  
Attn: Marketing Director  
445 Marine View Avenue, Suite 110  
Del Mar, CA 92014  
Telephone: 800-946-9179  
Email: [privacy@missionbayrvresort.com](mailto:privacy@missionbayrvresort.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.

## 13) 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 Mission Bay RV Resort out of, under, or in connection with these Terms, the Websites, or their Content shall be conducted in San Diego 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 any Mission Bay RV Resort Entity 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 any of the Mission Bay RV Resort Entities. 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 governed by the Federal Arbitration Act. Any arbitration will be administered by the American Arbitration Association and will take place in San Diego 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.

The Websites are controlled within the United States of America and directed to individuals residing in the United States. Those who choose to access the Websites from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. Mission Bay RV Resort does not represent that the Websites or the Content are appropriate outside the United States of America. Mission Bay RV Resort reserves the right to limit the availability of the Websites to any person, geographic area or jurisdiction at any time in its sole discretion.

#### 14) FORCE MAJEURE

Mission Bay RV Resort shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, epidemic, governmental act, failure of or interruption in common carriers (including without limitation Internet service providers and web hosting providers) or utilities, or shortages of transportation facilities, fuel, energy, labor or materials.

#### 15) MISCELLANEOUS

These Terms and the Privacy Policy set forth the entire understanding and agreement between you and Mission Bay RV Resort 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. Mission Bay RV Resort's 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 Mission Bay RV Resort, 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.

#### 16) QUESTIONS?

Please direct any questions you may have about these Terms, technical questions or problems with the Websites, or comments or suggestions to Mission Bay RV Resort as follows:

Mission Bay RV Resort  
c/o Terra Vista Management, Inc.  
Attn: Marketing Director  
445 Marine View Avenue, Suite 110  
Del Mar, CA 92014  
Telephone: 800-946-9179

Email: [privacy@missionbayrvresort.com](mailto:privacy@missionbayrvresort.com)