

Terms of Use

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

Last Modified and Effective Date: November 22, 2022

These terms of use ("**Esplanade**," "**we**," or "**us**"). The terms and conditions contained herein ("**Terms of Use**") are entered into by and between You and Esplanade Resort Experiences, LLC and govern your access to and use of this website, including any content, functionality and services offered on or through it (the "**Website**").

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Esplanade. If you do not meet these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Website to users.

You agree that all information you provide on or through this Website is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Esplanade, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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Prohibited Uses

- You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries) or to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Esplanade or users of the Website, or expose them to liability.

User Submissions

By providing any content or information on the Website, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

Monitoring and Enforcement; Termination

We have the right to take any action with respect to any your activity on this Website that we deem necessary or appropriate in our sole discretion. In addition, we reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE ESPLANADE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ESPLANADE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE ESPLANADE OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

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The owner of the Website is based in the State of Florida in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

ESPLANADE IS PROVIDING THIS WEBSITE AND ITS CONTENTS ON AN "AS-IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, ESPLANADE DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, ESPLANADE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE WEBSITE IS ACCURATE, COMPLETE OR CURRENT. Please note that some jurisdictions may not allow the exclusion of implied warranties and conditions, so some of the above exclusions may not apply to you but shall apply to the maximum extent permitted by applicable laws.

Limitation on Liability

ESPLANADE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITES OR THE COMMUNITY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. This provision does not apply to New Jersey residents.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the City of Tampa and County of Hillsborough, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Esplanade of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Esplanade to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Esplanade Resort Experiences, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Esplanade Resort Experiences, LLC, 3030 N. Rocky Point Drive W., Suite 710, Tampa, Florida 33607. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@EsplanadeResortExperiences.com.