**Terms of service**

The Vacationer agrees that LLM is not responsible for the accuracy of any information provided to the Vacationer by the Property Owner and LLM specifically disclaims any and all liability arising from the inaccuracy of such information. LLM is not responsible for any materials provided to the Vacationer or posted on the Site by a Property Owner.  All Property listings on the Site are submitted by the Property Owner and LLC specifically disclaims any and all liability arising from the alleged accuracy of the listings, property reviews, guest book entries or any alleged breaches of contract on a Property Owner’s part.

IN NO EVENT WILL THE SITE, LLM, LLM’S AFFILIATE COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND/OR EMPLOYEES (COLLECTIVELY, “LLM”) BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM OUR SITE, THESE TERMS, VACATIONER’S USE OF THE SITE AND/OR ANY TRANSACTION BETWEEN THE VACATIONER AND PROPERTY OWNERS, EVEN IF LLM HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IN ANY AND ALL EVENTS, LLM’S LIABILITY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES RECEIVED BY LLM’S FOR ITS SERVICES ON BEHALF OF THE VACATIONER, AND (B) $100.00 IN THE AGGREGATE.

THE SITE, INCLUDING ALL content, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LLM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE content ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. LLM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR content CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE VACATIONER ACKNOWLEDGES THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND THE VACATIONER’S COMMUNICATIONS MAY BE READ OR INTERCEPTED BY OTHERS. THE VACATIONER ACKNOWLEDGES THAT BY SUBMITTING COMMUNICATIONS TO LLM AND BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN THE VACATIONER AND LLM OTHER THAN PURSUANT TO THESE TERMS.

THE VACATIONER AGREES TO INDEMNIFY, DEFEND AND HOLD THE SITE AND LLM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF THE VACATIONER’S USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN THE VACATIONER AND THE PROPERTY OWNER), ANY content POSTED BY YOU TO THE SITE OR ANY BREACH BY YOU OF THESE TERMS INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS. THE VACATIONER AGREES TO COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM AGAINST LLM FOR WHICH INDEMNITY IS SOUGHT. LLM RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY THE VACATIONER AND THE VACATIONER SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

In the event any portion of these Terms shall be determined void or unenforceable, the remaining provisions shall continue in full force and effect.

A waiver of any breach or violation of any term, provision, agreement, covenant or condition herein shall not be deemed to be a continuing waiver or waiver of any future or past breach or violation.

The Vacationer agrees that all matters governed by these Terms shall be construed under Florida law and that any legal action related to matters governed by these terms shall be brought in Miami-Dade County, Florida. The non-prevailing party in any such action shall pay the costs, including reasonable attorneys’ fees, incurred by the prevailing party in any such action.

These Terms embody the entire agreement and understanding between the Vacationer and LLM relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.  No modification or waiver of these Terms shall be valid unless made in writing and signed by an authorized representative of LLM. LLM reserves the right to change these Terms from time to time.

When the Vacationer uses the Site for making a reservation, the Vacationer agrees to allow the Site and its affiliated websites to add your e-mail address to our database of users. The Vacationer may receive one or more promotional e-mails from either the Site or its affiliated websites. The Vacationer is welcome to opt not to receive such promotional e-mails from the Site or its affiliates’ websites at any time by sending an e-mail to rent@dreamexoticrentals.com. Please review our Privacy Policy for more information regarding our information collection practices and safeguards. The Vacationer‘s use of the Site signifies acknowledgement of and agreement with our Privacy Policy.