

## Terms and Conditions

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***By accessing, viewing, and using the Sites***, you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. Please note that *SIAHispanica* reserves the right to change the Terms and Conditions under which these Sites and their many offerings are extended to you. Your continued use of the Sites following reasonable notice of such modifications will constitute your acceptance of such changes. You also agree that notices we may provide on the Sites themselves shall be deemed reasonable notice for this purpose.

**1. Grant of License.** Subject to the Terms and Conditions and your continued compliance therewith, this Agreement provides you with a personal, revocable, nonexclusive, nontransferable license to use the Sites and the text, graphics, data, information, and other content made available through or from the Sites (collectively, “Content”), including without limitation, Content obtained through widgets, RSS feeds, APIs or other similar means. In furtherance of its mission to further the public debate on important issues, the Content may be accessed, printed, displayed, downloaded and distributed for personal, educational, news reporting, or other policy purposes, provided that all copies display all copyright and other applicable notices to the extent such notices are contained in such Content and provided further that you do not use the Content in any manner that implies, suggests, or could otherwise be perceived as attributing a particular policy or lobbying objective or opinion to *SIAHispanica*. You must also provide proper attribution to the *SIAHispanica*’s site in connection with your use of any Content. Any rights not expressly granted herein are reserved.

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but not limited to attempting or actually (a) Disrupting, impairing or interfering with the Sites; (b) Collecting any information about other users of the Sites; or (c) Systematically extracting data contained in the Sites to populate databases for internal or external use.

**2. Intellectual Property Rights.** All Content, unless otherwise indicated, is protected by law including, but not limited to, United States and Mexico copyright, trade secret (for password protected areas), and trademark law, as well as other state, national, and international laws and regulations and is owned by *SIAHispanica* and/or third parties. Except as expressly provided herein, *SIAHispanica* does not grant any express or implied right to you or any other User of the Sites. The Sites may also include the trade and/or service marks of other parties. Such third-party designations may not be used without the prior written permission of their respective owners.

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**3. Privacy Policy.** Please see *SIAHispanica's* [Privacy Policy](#) or a summary of *SIAHispanica's* personal data collection and use practices with respect to the Sites, including the use of third-party services to collect information to monitor the Sites' performance. By using this Site, you consent to *SIAHispanica's* collection and use of personal data as outlined therein.

**4. Assumption of Risk.** You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While *SIAHispanica* has endeavored to create secure and reliable Sites, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, *SIAHispanica* and its affiliates and all of their employees and representatives are not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Sites, or for the consequences of any reliance on such information. *SIAHispanica* shall have no liability for interruptions or omissions in Internet, network or hosting services or any other failure of performance of the Sites. You assume the sole and complete risk of using the Sites.

**5. Third-Party Sites.** *SIAHispanica* provides links, in its sole discretion, to other web sites on the Internet for your convenience in locating related information and content, and the Content may be available through third-party sites. These sites have not necessarily been reviewed by *SIAHispanica* and are maintained by third parties over which *SIAHispanica* exercises no control. Accordingly, *SIAHispanica* expressly disclaims any responsibility for

the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party sites. In addition, such links to, or the display of Content on, such third-party sites does not imply an endorsement of any third party or any website or the products or services provided by any third party.

**6. Events beyond SIAHispanica's Control.** You expressly absolve and release *SIAHispanica* from any claim of harm resulting from a cause beyond its control including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or software failures, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

UNDER NO CIRCUMSTANCES WILL *SIAHispanica's* SIAHISPANICA BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE MATERIALS, PRODUCTS, SERVICES OR INFORMATION, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF *SIAHispanica's* HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE EXTENT PERMITTED BY LAW, *SIAHispanica's* DISCLAIMS LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR USE OF THE SITES AND THE CONTENT.

IN ANY EVENT, THE AGGREGATE LIABILITY OF *SIAHispanica's* FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITES AND THE CONTENT SHALL NOT EXCEED \$50.00. US Dollars.

**8. Indemnity.** You agree to indemnify and hold harmless *SIAHispanica*, its affiliates, and all of their officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on or related to your use of the Sites, the Content, or any breach by you of these Terms and Conditions. You agree to cooperate as fully as reasonably required in *SIAHispanica's* defense of any claim. *SIAHispanica's* reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of *SIAHispanica's*.

**9. Submissions.** *SIAHispanica* welcomes your feedback and suggestions about how to improve the Sites, and allows public comments on some pages of its Sites. Any ideas, suggestions, information, know-how, material, or any other content (collectively, "Submissions") received through the Sites, however, will be deemed to include a royalty-

free, perpetual, irrevocable, nonexclusive right and license for SIAHispanica to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, display (in whole or part) worldwide, or act on such Submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submissions. You hereby waive any claim to the contrary.

**10. Copyright Infringement Claims.** If you know or suspect that any of the materials on the Sites have been used or copied in a way that constitutes copyright infringement, please send notice to *SIAHispanica* designated agent identified below. According to the U.S. Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c) (3), your notice must comply with the following requirements: (a) A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (d) Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- (e) A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (f) A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated agent for notice of copyright infringement claims may be reached as follows:

By Emails: [slhresorts@gmail.com](mailto:slhresorts@gmail.com)

Attn: Copyright infringement claims

**11. Governing Law.** This policy shall be governed by the laws of Mexico, without regard to conflicts of law rules, and the exclusive jurisdiction and venue for any and all disputes shall be in Mexico, Jalisco, Puerto Vallarta.

The Sites are controlled and operated by *SIAHispanica* from its offices within Mexico. *SIAHispanica* makes no representation that Content in the Sites is appropriate or available for use in other locations, and access to them from territories where any of the Content of the Sites is illegal is prohibited. Those who choose to access the Site from other locations do so of their own terms preference and are responsible for compliance with applicable local laws.

**12. Term and Termination.** This Agreement takes effect at the time the User begins using the Sites (thereby indicating acceptance of these Terms and Conditions.) *SIAHispanica* reserves the right at any time and for any reason to deny any User access to the Sites or any portion thereof, and to terminate this Agreement. Termination will be effective without notice.

**13. Waiver.** Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by *SIAHispanica* of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

**14. Nature of Relationship/Severability.** No joint venture, partnership, employment, or agency relationship exists between you and *SIAHispanica* as a result of this Agreement or your use of the Sites. If any provision of this Agreement is held unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**15. Entire Agreement/Reservation of Rights.** These Terms and Conditions and *SIAHispanica*'s Privacy Policy represent the entire agreement between you and *SIAHispanica* with respect to your use of the Sites and the Content, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and *SIAHispanica* with respect to the Sites. Any rights not expressly granted herein are reserved.