

# Terms of Service

Welcome to Twin Suns Ranch Terms of Service ("Terms of Service" or "Terms"). Twin Suns Ranch, The Weekend Strikes Back, Outpost 77, Yesteryear, and Stanislav Keep (collectively, "TSR" or "We", "Our" or "Us") maintain [TwinSunsRanch.com](https://TwinSunsRanch.com), [TheWeekendStrikesBack.com](https://TheWeekendStrikesBack.com) and related websites, Mobile Apps, and Wi-Fi Internet services (collectively, the "services"). These services include any purchase of admission ticket(s) and/or pass(es) to visit our properties through the Sites as defined in Section 1 below.

These Terms set out the agreement between us and you regarding how you can use the services and what responsibilities you and we have to each other. PLEASE READ THESE TERMS OF SERVICE CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING **YOUR ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO CONTRACTING INFECTIOUS AND/OR COMMUNICABLE DISEASES (INCLUDING WITHOUT LIMITATION COVID-19), NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL BY USING THE SITE OR ANY SERVICES YOU AGREE TO THESE TERMS OF SERVICE.** IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SITE OR THE SERVICES. LAST UPDATED NOVEMBER 7, 2025.

## 1. Acceptance of Terms of Service

Each time you access and/or use our Sites or services, you agree to be bound by these Terms of Service and any Additional Terms that will apply prospectively to you. You agree to receive notice of posting the new terms via our Sites or services, and your continued use after posting new terms constitutes acceptance of any new and/or revised terms.

If you do not agree with any of these Terms of Service, please do not use our services. By using our services you will be deemed to have irrevocably agreed to these Terms, including as they relate to your assumption of risk and release of liability associated with infectious/communicable diseases (including COVID-19 as defined by the World Health Organization and any strains, variants, or mutations thereof) and your ticket and/or pass purchase and/or lodging. Some areas of our services may also be subject to Additional Terms and conditions, which you should read carefully before making any use of those areas. Such Additional Terms will not change or replace these Terms regarding use of our services, unless otherwise expressly stated.

These Terms of Service apply when you interact digitally with [TwinSunsRanch.com](https://TwinSunsRanch.com), [TheWeekendStrikesBack.com](https://TheWeekendStrikesBack.com) and other Internet Sites owned or operated by TSR (the "Site" or "Sites"), Mobile Apps, Wi-Fi Internet access points, and any other services, products and any related software or mobile and/or tablet applications offered by TSR, **including any purchase of admission ticket(s) and/or pass(es) and/or lodging to TSR's properties through the Sites and any visits to TSR's properties using admission ticket(s) and/or pass(es) and/or lodging purchased through the Sites.** Note that in some instances, both these Terms of Service and separate additional terms or licenses, guidelines, rules or terms of service will apply to your use of some services offered and/or operated by TSR (in each such instance, and collectively, "Additional Terms"). These Additional Terms will be posted in connection with the applicable services and will be in addition to these Terms of Service. Where any direct conflict exists between these Terms of Service, or any Additional Terms, the terms of the Terms of Service shall take precedence.

TSR may modify these Terms of Service prospectively from time to time in its sole discretion. Your continued use or accessing of the services following the posting of any changes to the Terms of Service constitutes your acceptance of such changes. You agree to be notified of changes to the Terms of Service via posting of updates on our services.

Our Sites and services are general audience Sites and services for adults. We will assume (and by using our Site(s) or services you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Service (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

To access any of the services or any of the resources we have to offer, you may be asked to provide registration details. It is a condition of use of these Terms that all the details you provide be correct, current, and complete. We have the right to refuse you access to the services, or any of its resources, and to terminate or suspend your account for any reason.

Please note that these Terms may be revised and reissued, prospectively by posting updated terms on the services. You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on the services. You should visit this page regularly to review the current terms. Your continued use of the services will be deemed as irrevocable acceptance of any revisions.

EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SITES OR SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms of Service and any applicable Additional Terms each time you use any of the services (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms of Service (and any applicable Additional Terms) that applied when you previously used the online services will continue to apply to such prior use (i.e., changes and additions are prospective only) except your continued use of the Sites or services after you receive notice of an update to the Terms of Service and/or applicable Additional Terms shall be deemed as your acceptance to all such revisions. In the event any notice to you of new or revised Terms of Service or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, your message account (if applicable) and the e-mail you associated with your account for notices, all of which you agree are reasonable means of providing you notice. You can reject any new, revised or additional Terms of Service by discontinuing use of the Site and services.

## 2. Access to the Site and Availability of Services

Your use of our Site and services is subject to various restrictions designed to protect the services and our users. We may change or discontinue our online services in whole or in part.

The Site and services are intended for use by users who are over the age of 18 and reside in the United States, its territories and possessions ("U.S.") or those outside of the U.S. that consent to use the services in accordance with U.S. laws and this Terms of Service. By using or attempting to use the Site or services, you certify that you meet any other eligibility and residency requirements of the Site.

TSR may change, suspend or discontinue any aspect of the Site or services at any time (and any elements and features of them), in whole or in part, for any reason, in our sole discretion, without notice or liability, including pursuant to **Section 14** (Termination) below.

You are responsible for any charges incurred in obtaining access to the Site and services. The Site and services are currently provided for free, although you may be given the opportunity to purchase products or services through the Site from TSR. TSR reserves the right to change the nature of this relationship at any time.

You and we agree that the Convention on Contracts for the International Sale of Goods does not apply to your use of our services or these Terms of Service.

## 3. Registration, Passwords, Unauthorized Use of Your Account, and Sharing of Social Features

The Sites and services may include social networking features. You will provide true, accurate and current data if you establish an account. Your activities on the services (including interaction with other members, advertisers, video viewing and audio accessed) may be shared with others.

If you establish an account with TSR, you agree to provide true, accurate and current data in connection with that account. Any usernames and passwords used for this Site or services are for individual use only. You are solely responsible for maintaining the security and confidentiality of the password you use to access your account. You agree to immediately notify TSR of any unauthorized use of your password or account or any other breach of security. You understand and agree that the Site and/or services may include social networking features and your activities (e.g., video viewing, interactions with members) may be shared with others both on and off the services. If you do not want your activities to be shared, your only option is to deactivate the related account.

## 4. Privacy Policy

Personal information we collect: contact and account registration information (e.g., name, email, postal address, telephone number, and any information you may provide to us at an event or in person), transactional (e.g., credit/debit card details, purchase history, delivery address, membership information, reservations and other travel related information, meal preferences, and the personal details of your guests), and audio and video (e.g., security video footage if you visit one of our properties).

Purpose of the information we collect: provide the TRS Services, personalize your experience, provide seamless experience across platforms and devices, safety and security, build and manage business-to-business relationships, market and advertise for third parties

We may use any or all of this information to comply with the law, detect or prevent fraud, for safety and security purposes, and to defend our legal rights.

We maintain organizational, technical, and physical safeguards to help protect the information we collect and use. These safeguards vary depending upon a variety of factors including the sensitivity of the information we collect and use. Despite all reasonable practices, no security method is infallible.

We will keep your information only for as long as it is necessary to fulfill the purposes described above, unless a longer retention is required or permitted by law. In determining how long to retain information, we consider the amount, nature and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of the information, the purposes for which we process the information, applicable legal requirements, and our legitimate interests. The purposes for which we process information (as well as the other factors listed above) may dictate different retention periods for the same types of information. For example, we retain your email address as an authentication credential (where applicable) as long as you have an account with us and an additional period of time after that for our legitimate interests and for our fraud and legal compliance purposes. If you opt out of email marketing, we maintain your email on our suppression list for an extended time to comply with your request.

We may delete or de-identify your information sooner if we receive a verifiable deletion request, subject to exemptions under applicable law. The retention period that applies to your information may vary depending on the TSR Services you use and how you interact with them. Some TSR Services may provide additional details on their data retention practices, so we encourage you to consult their website and/or FAQs.

## 5. Your Conduct and Acceptable Use

Your use is subject to our rules regarding acceptable conduct and practices.

The following rules are a condition of your use of and access to the services. You are responsible for the content of your communications (including User Content as defined in Section 6) via the services.

**No Interference.** You may not interfere with any other user from using or enjoying the services.

**No Bullying.** You may not use the services to threaten, abuse, harass, or invade the privacy of any third party.

**Content Posted by You Must be Yours.** You may not upload, post, transmit or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights.

**Your Materials Must be Lawful and Appropriate.** You may not upload, post or otherwise distribute or facilitate the distribution of any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate information of any kind, including without limitation, any images or other material of a sexual nature.

**Do not Damage Our Site, Services or Servers.** You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Site, any other services, or to obtain unauthorized access to the services or Content or any data or other information of any third party.

**No Unauthorized Access.** You may not attempt to gain unauthorized access to other computer systems or networks connected to the services or use the services, Content or any information contained therein for any unlawful purpose. TSR, in its sole and absolute discretion, shall determine whether any content you transmit or receive, or your use of the services violates this provision.

**No Collection of Personal Information from Other Users and No Commercial Use.** You may not collect information about other users of the services or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation.

**Be Yourself.** You may not impersonate or falsely state or otherwise misrepresent your professional or other affiliation with TSR or with any other person or entity.

**No Criminal or Unlawful Conduct.** You may not use the services, Content or any information contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability. You may not use any services in connection with any site or other use that contains or is associated with information or content prohibited by this section.

**Follow These Terms of Service and Conduct Rules.** You may not take any action on the services that violates any applicable law or these Terms of Service.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the services or seeking other legal or equitable remedies once we become aware of any violation of these provisions.

## 6. User Content; Grant of Limited License

You grant us a broad license to content you post on our services and bear all responsibility for all such content. No confidential or fiduciary relationship is created by your posting on our services.

Reviews, responses, profile entries, posts or questions may not be able to be deleted once uploaded. For some of our features, other members may be able to request email notifications of your new public content or publish their own comments to your comments. We may use the public content to develop aggregate ratings, personalize site views, market products or identify or feature popular members.

If you post or upload any content to the Services ("User Content"), you hereby acknowledge and agree that you are granting TSR (including without limitation, its licensees, affiliates, successors and assigns) a worldwide, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute such User Content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to TSR the foregoing license without infringing or violating the rights of any third party. Without in any way limiting the foregoing, you acknowledge and agree that TSR, its licensees, affiliates, successors and assigns, shall have the right to sell, license, assign and otherwise transfer any and all of the rights granted by you to TSR under these Terms of Service, and to display any advertising, publicity, promotional materials and distribution rights in connection with your User Content. You acknowledge and agree that TSR, its licensees, affiliates, successors and assigns, will be entitled to retain any and all revenue generated from any sales, licenses, assignments and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials or distribution rights in connection with your User Content. Nothing in these Terms of Service obligates or may be deemed to obligate TSR or any other person or entity to exercise any of the rights granted by you under these Terms of Service. You will not receive any compensation of any kind for your User Content or the use thereof, and you agree that there is no industry or other custom or practice that will vary these Terms of Service. You agree that TSR, its licensees, successors and/or assigns, shall have no obligation to give you credit for your User Content, but in their sole discretion may elect to do so.

**No Rights Created by Submission and No Payment for User Content:** Your User Content will not be acknowledged or returned. You acknowledge and agree that your User Content is being sent voluntarily by you, and not in confidence, and that no confidential relationship is intended or created between TSR, and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of the User Content. You also agree that TSR does not intend and will not pay you for any User Content. You understand that no industry custom or practice changes your agreement that you will not be paid for any User Content.

**Use of Name and Likeness:** By posting User Content on the services, you consent to the recording, use and reuse by TSR, its licensees, successors and assigns, of your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information, including, without limitation, any information contained in your User Content (collectively, "Personal Elements"), as used, edited, altered, fictionalized or modified by TSR, in its sole discretion, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in and in connection with TSR & Resorts, or related Sites or services, in and in connection with any television programs and other productions, and in and in connection with advertising, promotion and publicity.

**Ownership:** Except as expressly set forth in these Terms of Service, you shall continue to own all rights in and to the User Content. To the extent your User Content contains other materials or elements owned by TSR or any other affiliated company, such as characters or other elements protected by copyright, trademark or other laws, your rights to make any other use of the User Content will continue to be governed by and may be limited by other applicable laws, the rights of third parties and TSR.

**Idea Submissions Prohibited:** TSR does not accept unsolicited submissions for websites, articles, streaming videos, or other products or services. Therefore, please do not make any such unsolicited submissions to TSR through the services, including posts on any Site or any third-party social network or website, or by email, text message or any other means. However, if you decide to make any such unsolicited submission, you hereby grant to TSR the right and license to the submission as if it were User Content as specifically set forth above. In addition, TSR retains all of the rights held by members of the general public with regard to your unsolicited ideas and materials. TSR receipt of your unsolicited ideas and materials is not an admission by TSR of their novelty, priority, or originality, and it does not impair TSR's right to contest existing or future intellectual property rights relating to your unsolicited ideas and materials.

**Public Nature of Services:** While we may offer you the ability to post User Content anonymously, please be aware that your account information relating to your User Content is still stored by us. User Content does not reflect the views of TSR. You acknowledge that you have no expectation of privacy with regard to any User Content.

**Liability for User Content:** Notwithstanding anything else in these Terms of Service, TSR should not be seen as endorsing any User Content in any way. User Content posted through the services is provided by users like you, and the user providing User Content is solely responsible for his/her own User Content. This means that you, and not TSR, are entirely responsible and liable for any claims, loss or damages relating to all User Content that you upload, post, email or otherwise transmit via the services. None of TSR or its affiliates, or its or their officers, directors, and employees, subsidiaries and/or affiliates are responsible for User Content, accuracy or opinions expressed on the services, nor shall they have any liability for any such User Content. TSR does not investigate, monitor or check for accuracy or completeness of User Content. You understand that by using the Site or services, you may be exposed to User Content that is offensive, indecent, or objectionable.

## 7. Merchants

TSR is not responsible for your business dealings with merchants found on the services.

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. TSR will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the services.

## 8. Disclaimer of Warranties

As set forth in detail in this section, we disclaim warranties and provide the services "As Is."

While TSR uses reasonable efforts to include up to date information on the Site and services, TSR makes no warranties or representations as to its accuracy, timeliness, reliability, completeness or otherwise.

TSR PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TSR, ITS PARENT, ITS SUBSIDIARIES, ITS AFFILIATES, AGENTS AND LICENSORS (COLLECTIVELY, THE "TSR PARTIES") DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE TSR PARTIES DO NOT WARRANT THAT THE SERVICES, OR YOUR ACCESS TO OR USE OF THE SERVICES WILL (1) BE UNINTERRUPTED; (2) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) MEET YOUR REQUIREMENTS; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. THE TSR PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE TSR PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SERVICES OR ANY WEBSITES LINKED TO THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE TSR PARTIES MAKE NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN THE SERVICES OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE TSR PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF THE SERVICES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## 9. Exclusion of Damages

You agree that you are entitled to no damages for any claims related to your use of the services, except as set out below.

NONE OF THE TSR PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE TSR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE,

OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF THE TSR PARTIES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR OTHER SERVICE. WITHOUT LIMITING THE FOREGOING, THE TSR PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) YOUR FAILURE TO COMPLY WITH SECTION 4 (REGISTRATION, PASSWORDS, UNAUTHORIZED USE OF YOUR ACCOUNT, AND SHARING OF SOCIAL FEATURES) OR (2) CONTENT POSTED TO THE SITE OR SERVICES BY YOU OR ANY THIRD PARTY.

## 10. Limitation of Liability; Applicability of Disclaimers, Exclusions and Limits

Our liability to you is limited.

IN NO EVENT WILL THE TSR PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE SITE AND SERVICES OR THESE TERMS EXCEED (A) THE AMOUNT (IF ANY) PAID BY YOU TO THE TSR PARTIES IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY; OR (B) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, TSR PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. IN ADDITION, BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES, THE DISCLAIMERS SET FORTH ABOVE MAY NOT APPLY TO YOU. THIS PARAGRAPH WILL ONLY APPLY IF AN ARBITRATOR WITH APPLICABLE JURISDICTION FINDS EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY TO BE UNCONSCIONABLE.

## 11. TSR Is Not Responsible for Third-Party Websites and Content

We are not responsible for third parties or their content, advertisement(s), apps or sites, even if they are linked from or included within our services.

For your convenience, the services may provide links to websites of other persons or entities ("Third-Party Websites"). HOWEVER, THE THIRD-PARTY WEBSITES ARE NOT CONTROLLED BY TSR. ACCORDINGLY, TSR MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY WEBSITES HAS NO RESPONSIBILITY FOR THE CONTENTS OF SUCH THIRD-PARTY WEBSITES, AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY WEBSITES. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. THE INCLUSION ON THE SITE OR OTHER SERVICE OF A LINK TO A THIRD-PARTY WEBSITE DOES NOT IMPLY AN ENDORSEMENT BY TSR. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SITES, PLEASE UNDERSTAND THAT IF YOU VISIT THIRD-PARTY WEBSITES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SITES.

## 12. Indemnification

You agree to indemnify us for material posted by you or through your account.

You agree to defend, indemnify and hold harmless TSR, its parent, its subsidiaries, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees and costs) arising out of or accruing from (a) any breach of these terms, including any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto TSR's servers, and/or from any and all use of your account; (b) any material posted or otherwise provided by you (including without limitation User Content), or any other subscriber or user of your account that infringes any intellectual property right of any person or entity or defames any person or violates their rights of publicity or privacy; (c) any misrepresentation made by you in connection with your use of the services; and (d) any breach of any of the representation, warranties or other terms or conditions relating to use of your User Content or the services.

## 13. Reservation of Rights

TSR reserves the right to modify or discontinue the Site or services.

TSR reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Site or services and/or any software, facilities and services on the Site or services, with or without notice, and/or to establish general guidelines and limitations on their use.

## 14. Termination

We may terminate your account, password or access in our sole discretion at any time and without prior notice.

TSR may, in its sole discretion, terminate your password, account (or any part thereof) or use of the services, or remove and discard any User Content or information stored, sent, or received via the services without prior notice and for any reason or no reason, including, but not limited to: (i) permitting another person or entity to use your identification to access the Site or

services, (ii) any unauthorized access or use of the services, (iii) any violation of these Terms of Service, or (iv) tampering with or alteration of any of the software, data files, and/or Content contained in or accessed through, the services. You may terminate your account for any reason or no reason. Termination, suspension, or cancellation of these Terms of Service or your access rights to the services shall not affect any right or relief to which TSR may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will automatically terminate and immediately revert to TSR and its licensors and all rights granted by you to TSR shall survive in perpetuity.

## 15. Links By You to the Services

You may link to our services, subject to some basic rules.

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the services, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with or endorsement by TSR or cause any other confusion regarding your relationship to TSR or its affiliates or to the services, (c) the link must open in a new browser window and link to the full version of applicable services web page; and (d) the links and the content on your website do not portray TSR or its affiliates or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to TSR. TSR reserves the right to suspend or prohibit linking to the services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

## 16. Responsible Use of Site

Please act responsibly when using the services.

Please act responsibly when using the Site and services. You may only use the services and their contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through the Site or services. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third-party claims that material you have contributed to the services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through this Site or services are the sole responsibility of the sender, not TSR, and that you are responsible for all material you upload, publicly post or otherwise transmit to or through this Site or services.

## 17. Investigations

We reserve the right to investigate suspected violations of these Terms.

TSR reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or e-mails you make or send to any forum. TSR may seek to gather information from the user who is suspected of violating these Terms, and from any other user. TSR may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If TSR believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or email, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. TSR will fully cooperate with any law enforcement authorities or court order requesting or directing TSR to disclose the identity of anyone posting any email, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS TSR AND ITS PARENT, AFFILIATES AND LICENSORS, AND ALL THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF TSR DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF TSR OR LAW ENFORCEMENT AUTHORITIES.

## 18. Litigation of All Disputes; Jury Waiver; No Class Relief

You agree to litigate and **WAIVE ANY RIGHT TO A JURY** trial for any claims.

(a) **Litigation and Jurisdiction.** TSR and you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, whether based on past, present, or future events, arising out of or related in any way to these Terms of Service or regarding (i) your use of or interaction with the Sites and services, (ii) any purchases of tickets, passes, lodging or other transactions or relationships related to your use of the Sites and services, or (iii) any data or information you provide to us or we gather in connection with such use, interaction or transaction ("Dispute") shall be resolved exclusively in the federal or state (including small claims) court sitting in Los Angeles, California, and neither party shall be required to arbitrate

any claims against the other. You and TSR consent to personal jurisdiction in those courts. This dispute resolution procedure expressly supersedes any prior provision of any agreement.

(b) **Information Dispute Resolution.** Many Disputes can be resolved by a voluntary informal dialogue with our customer service staff. If you have a Dispute with us, before initiating litigation, we encourage you to send an individualized, written notice describing the Dispute to the customer support contact via email or contact form associated with the TSR service to which your Dispute relates.

(c) **Governing Law.** These Terms of Service, including any Dispute, shall be governed by the laws of the State of California without regard to conflicts of law provisions.

(d) **JURY TRIAL WAIVER. YOU AND TSR EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THESE TERMS OF SERVICE.**

(e) **CLASS ACTION WAIVER. WITH RESPECT TO ANY DISPUTE, YOU AND TSR EXPRESSLY AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AND THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PERSON UNLESS PROHIBITED BY APPLICABLE LAW.**

## 19. General

By accessing and using the services, you agree to certain terms regarding (a) the applicable law and venue; (b) no waiver; (c) the enforcement and interpretation of these Terms of Service; (d) your limited time to file claims; and (e) the manner in which you communicate with us. You also agree not to assign or delegate your rights and obligations under these Terms of Service.

(a) **Applicable law.** These Terms of Service, any Additional Terms and the relationship between you and TSR shall be governed by the laws of the U.S. and the State of California without regard to its conflicts of law provisions.

(b) **Venue.** Subject to the litigation provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms of Service and TSR will be brought exclusively in the federal or state courts located in Los Angeles, California and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

(c) **No Waiver.** No failure or delay by TSR in exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Service.

(d) **Severability.** Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms of Service will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

(e) **Limited Time to File Claims.** You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any litigation) arising out of, related to or connected with the use of the Site or other services, or these Terms of Service, our Privacy Policy (Section 4), or other TSR Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(f) **Paragraph and Section Titles are For Your Convenience.** The paragraph or section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

(g) **This is the Entire Agreement.** These Terms of Service represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged.

(h) **Assignment.** These Terms of Service are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without TSR's prior written consent.

(i) **Connectivity.** You are responsible for obtaining and maintaining all devices and other equipment and software, and all other services needed for your access to and use of the online service, and you will be responsible for all charges related to them.