

# General Terms and Conditions

These Terms of Conditions ("Terms of Use"), including any revised terms that we may post from time to time, state the terms and conditions under which Online Vacation Center, Inc. and its various affiliates (collectively referred to herein as "OVC," "we," "our," "us" and "Company") provide you and your family, friends and guests (collectively referred to herein as "you" and "your") with various services and the agreement between you and us regarding your use of this website and those services. BY ACCESSING, BROWSING, AND/OR USING OUR WEBSITE AND/OR SERVICES ON THE WEBSITE AND/OR THROUGH OUR CALL SERVICE CENTER, YOU ARE DEEMED TO ACCEPT THESE TERMS OF USE AND AGREE TO BE BOUND BY THESE TERMS OF USE WITH RESPECT TO THE USE OF OUR SERVICES, WEBSITE AND/OR CALL SERVICE CENTER. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE OR DO NOT MEET THE USE REQUIREMENTS LISTED HEREIN, PLEASE DO NOT ACCESS, BROWSE, OR USE OUR WEBSITE OR ANY SERVICES WE PROVIDE. ADDITIONALLY, IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE OR DO NOT MEET THE USE REQUIREMENTS LISTED HEREIN, NO SALE TRANSACTION SHALL BE DEEMED TO HAVE OCCURRED OR COMPLETED AND YOU SHOULD CONTACT THE COMPANY IMMEDIATELY FOR A REFUND OF ANY PAYMENTS PREVIOUSLY MADE. We may make changes to these Terms of Use from time to time in our sole discretion. Each time changes are made to these terms, a revised Terms of Use will be posted on our home page. Your continued use of our Site following the posting of changes constitutes your acceptance of any such changes.

## **OWNERSHIP OF OUR WEBSITE AND PROTECTION OF OUR INTELLECTUAL PROPERTY RIGHTS**

The contents of the [www.onlinevacationcenter.com](http://www.onlinevacationcenter.com) website ("Site") are intended for the personal use of our users. The Site is owned and operated by the Company. All right, title, and interest to the content displayed on our Site, including but not limited to the Site's look and feel, data, information, text, graphics, images, sound or video materials, photographs, designs, trademarks, service marks, trade names, URLs, and content provided by third parties, are the property of the Company, or third parties, and are protected by copyright, trademark, patent or other proprietary rights and laws. Except as expressly authorized by us, you agree not to copy, modify, rent, lease, loan, sell, assign, distribute, perform, display, license, reverse engineer, or create derivative works based on the Site or any content (including without limitation any software) available through the Site. Our Site is not to be used to distribute or transmit any content that infringes or violates another person's rights under copyright law.

## **OUR PRIVACY POLICY**

The information that we obtain through your use of our Site, whether through the registration process or otherwise, is subject to the privacy policy posted on our Site ("Privacy Policy"). Our Privacy Policy contains terms and conditions that govern our collection and use of the information you provide to us, including our respective rights relative to that information. Please review our Privacy Policy before you use our services. If you are unwilling to accept the terms and conditions of our Privacy Policy, please do not use our services. You agree not to modify our services in any manner or form, or to use modified versions of our services, including (without limitation) for the purpose of obtaining unauthorized

access to our services or portions of the services. You agree not to access our services by any means other than through the interface that is provided by us for use in accessing our services. Except as expressly provided in this Terms of Use, nothing contained in this agreement or on the Site shall be construed as conferring any other license or right, expressly, by implication, by estoppels or otherwise, with respect to any of our content or under any third party's content. Any rights not expressly granted herein are reserved.

## **LIMITATIONS OF RESPONSIBILITY**

OVC sells vacation travel provided by third parties (each, a "Travel Supplier") that OVC does not control. OVC is not liable or responsible in any respect for breach of contract, any action or inaction, commission or omission whether intentional, negligent or otherwise, on the part of such third party suppliers resulting in any loss, damage, delay or injury to you or your travel companions. Vacation itineraries, including changes after the sale which may include missed ports of call, are the sole responsibility of the supplier. Furthermore, OVC assumes no responsibility for overbooking, cancellation or delays by hotels, airlines, cruise lines, tour operators or ground transportation or other providers of service. In the event that a travel supplier declares bankruptcy, OVC will not be held responsible. The travel vendor may or may not be required to refund paid fares. OVC cannot be held financially responsible for any vendor that declares bankruptcy. You agree that OVC is not responsible for any potential risks and hazards associated with travel. Assessed government or quasi-government fees and taxes are subject to change without notice at any time, and suppliers reserve the right to add a surcharge for these fees and taxes even if you have a confirmed booking under deposit or have made final payment. All surcharges will be automatically charged to your credit card or in the event of payment by check, you will be asked to immediately remit additional funds.

## **BOOKING DETAILS**

It is the responsibility of the recipient to verify accuracy of all reservation information contained on the confirmation. Names provided to OVC must match legal names as they appear on your passport or government issued photo ID. OVC must be notified immediately if any changes are necessary. Failure to advise OVC in a timely manner may result in substantial penalties.

## **PRIOR TO TRAVEL**

IT IS YOUR RESPONSIBILITY TO (A) VERIFY PASSPORT REQUIREMENTS, VISA ENTRY AND HEALTH AND OTHER REQUIREMENTS FOR ENTRY TO AND EXIT FROM EACH COUNTRY YOU AND YOUR TRAVEL COMPANIONS WILL ENTER AS PART OF THE PURCHASED TRAVEL PACKAGE, AND (B) TO OBTAIN SUCH UPDATED PASSPORTS, VISAS AND OTHER TRAVEL DOCUMENTS, AND TO MEET SUCH HEALTH AND OTHER COUNTRY TRAVEL REQUIREMENTS AS MAY IN EVERY CASE BE NECESSARY OR REQUIRED TO TRAVEL IN ACCORDANCE WITH THE PURCHASED TRAVEL PACKAGE (COLLECTIVELY, THE "TRAVEL REQUIREMENTS"). AS AN EXAMPLE AND WITHOUT LIMITATION TO ANY OTHER TRAVEL REQUIREMENTS, CERTAIN COUNTRIES REQUIRE U.S. CITIZENS' PASSPORTS TO EXPIRE NO LESS THAN SIX (6) MONTHS AFTER THE DATE OF THEIR SCHEDULED RETURN DATE FROM THAT COUNTRY. THIS SIX (6) MONTH EXPIRATION PERIOD MAY BE MORE OR LESS IN OTHER DESTINATIONS. IF YOU OR ANY OF YOUR TRAVEL COMPANIONS FAIL TO COMPLY WITH THE TRAVEL REQUIREMENTS, YOU AND/OR YOUR TRAVEL COMPANIONS WILL BE PREVENTED FROM, IN ADDITION TO OTHER RESTRICTIONS OR

PENALTIES THAT MAY APPLY, (A) BOARDING ANY PLANE, SHIP OR OTHER MODE OF TRANSPORTATION, AND/OR (B) OTHERWISE TRAVELING TO YOUR DEPARTURE DESTINATION. IF SUCH WERE TO OCCUR, YOU BEAR SOLE AND FULL LIABILITY FOR SUCH FAILURE INCLUDING, WITHOUT LIMITATION, FORFEITING ANYTHING YOU PAID TO PURCHASE THE APPLICABLE TRAVEL PACKAGE. ANY TRAVEL INSURANCE YOU MAY HAVE PURCHASED IN CONNECTION WITH YOUR TRAVEL PACKAGE DOES NOT COVER ANY LOSS DUE TO YOUR OR YOUR TRAVEL COMPANIONS' FAILURE TO COMPLY WITH THE TRAVEL REQUIREMENTS.

TO DETERMINE THE TRAVEL REQUIREMENTS, U.S. CITIZENS MAY VISIT, AMONGST OTHER SOURCES, THE [U.S. DEPARTMENT OF STATE WEBSITE](#) OR CONTACT THE UNITED STATES' DEPARTMENT OF STATE DIRECTLY VIA PHONE. NON-U.S. CITIZENS MUST CHECK WITH THEIR INDIVIDUAL EMBASSY REGARDING PASSPORT, VISA AND IMMUNIZATION AND OTHER TRAVEL REQUIREMENTS.

MOST TRAVEL SUPPLIERS REQUIRE A GUEST REGISTRATION FORM TO BE COMPLETED PRIOR TO DEPARTURE. PLEASE REFER TO THE PRE-CRUISE EMAIL OR TRAVEL SUPPLIER'S WEBSITE FOR REGISTRATION REQUIREMENTS.

AIR ARRANGEMENTS PURCHASED THROUGH A CRUISE LINE ARE GENERALLY MADE AVAILABLE 30 DAYS PRIOR TO DEPARTURE. PLEASE NOTE THAT AIR SCHEDULES ARE BOOKED AT THE DISCRETION OF THE CRUISE LINE AND CANNOT BE CHANGED. CUSTOM AIR REQUESTS MUST BE ARRANGED PRIOR TO FINAL PAYMENT. THE MINIMUM CHARGE FOR CUSTOM AIR ITINERARIES IS \$50-\$75 PER PERSON AND ADDITIONAL CHARGES MAY APPLY. IT IS YOUR RESPONSIBILITY TO CONFIRM SEAT ASSIGNMENTS AND OTHER SPECIAL SERVICES, SUCH AS SPECIAL MEALS OR WHEELCHAIR ASSISTANCE DIRECTLY WITH THE TRAVEL SUPPLIER. YOU AND YOUR TRAVEL COMPANIONS THAT ARE TRAVELING TOGETHER, BUT BOOKED OR DEPOSITED AT DIFFERENT TIMES, MAY BE REQUIRED TO TRAVEL ON DIFFERENT FLIGHTS.

#### **TICKETS AND DOCUMENTS**

Travel documents are customarily distributed approximately 2 weeks prior to the departure date. Please review the travel documents for accuracy. If any corrections or changes are required, contact OVC immediately at 800-780-9002.

#### **PAYMENT, CANCELLATION AND REFUND POLICIES**

Interruption or cancellation requests for refunds by any guest after the scheduled departure date are not permitted. Notice of cancellation must be received by OVC a minimum of 5 business days prior to supplier deadlines. All requests for refunds must be in writing to OVC and mailed to 2307 West Broward Blvd., Suite 400, Fort Lauderdale, Florida 33312 or faxed to (954) 377-6368. Cruise tickets, air tickets, transfer coupons and/or vacation package vouchers and other OVC or supplier documentation must be returned to OVC before a refund can be processed. Refund processing time is about two credit card billing cycles or approximately 8 weeks. For detailed information regarding the travel providers cancellation policies or terms and conditions, refer to the travel provider's website.

Cancellation penalties are unique and determined by each supplier. Penalties may begin at time of booking and are based upon the supplier's published rate before any adjustments. Certain exclusive promotions may follow a different penalty schedule than the supplier's standard policy. All notice of cancellation must be received by OVC a minimum of 5 business days prior to supplier deadlines.

Non-refundable agency deposits are incorporated in all bookings made after October 15, 2002. All OVC shore excursions and hotel stays are non-refundable once paid.

Your credit card will be charged within 24 hours of your reservation.

#### **NO AUTOMATED QUERYING**

You may not send automated queries of any sort to our Site without express permission in advance from us.

#### **YOU AGREE NOT TO USE OUR SITE TO**

Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; Post any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation except in areas that are expressly designated by us for such purpose; Disseminate or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent or other proprietary right; Disseminate or transmit any worms, viruses or other harmful, disruptive or destructive files, code or programs; Violate any law (whether local, state, national, or international), whether or not intentionally; Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Posting; Collect or store personal data about other users, including engaging in screen scraping collecting usernames, e-mail addresses, or other personally identifiable information of members by electronic, automated scripts or other means; Engage in any activities that would violate the personal privacy rights of others, including but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law. If we believe that anyone has violated this provision or any other provision of these Terms of Use or otherwise violated the law, we retain the right to investigate and/ or pursue legal action against such person.

#### **LINKS TO OTHER WEBSITES**

A central part of our services includes links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Finally, you acknowledge that such external sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those websites.

#### **YOUR CONTACT WITH ADVERTISERS OR THIRD-PARTY VENDORS**

Your dealings with advertisers and third party vendors found on or through our services, including your participation in promotions, the purchase of goods, services, and any terms, conditions, warranties or representations associated with such activities, are solely between you and the third party. We do not make any representations or warranties with respect to any goods or services or website that may be obtained from such third parties, and you agree that we will have no liability for

any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through such third parties, on our Site. You acknowledge that such external sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of our Site.

### **COMPLIANCE WITH LAWS**

You agree to comply with all applicable laws regarding your use of our Site.

### **MODIFICATION TO OUR SERVICES**

We reserve the right at any time and from time to time to modify, suspend, discontinue, or terminate our services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, discontinuation, or termination of our services.

### **INFORMATION DISCLAIMER AND DISCLAIMER OF WARRANTIES**

BY USING OUR SERVICES YOU UNDERSTAND AND AGREE THAT: OUR SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES OR OTHER MATERIAL ON OUR SITE. YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, THAT OUR SERVICES WILL BE UNINTERRUPTED, SECURE, CURRENT OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICE WILL BE ACCURATE, TIMELY, USEFUL OR RELIABLE, OR THAT THE QUALITY OF ANY POSTINGS, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR NEEDS.

### **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM: (1) THE USE OF, OR THE INABILITY TO USE, OUR SERVICES, (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES AND GOODS, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE, (5) RELIANCE ON CONTENT OR POSTINGS ON OUR SITE, OR (6) ANY OTHER MATTER RELATING TO OUR SITE OR OUR SERVICES INCLUDING, WITHOUT LIMITATION YOU OR ANY OTHER PERSON'S FAILURE TO COMPLY WITH ANY OF THE TRAVEL REQUIREMENTS. THESE LIMITATIONS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS REQUIRED BY THE INDEMNITY PROVISIONS HEREIN, IN NO EVENT WILL OUR DIRECT LIABILITY HEREUNDER EXCEED THE AMOUNT WE ACTUALLY RECEIVED IN THE APPLICABLE TRANSACTION, WHICH AMOUNT IS LIMITED TO COMMISSIONS, IF ANY, PAYABLE BY THE APPLICABLE TRAVEL SUPPLIERS TO US. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **INDEMNIFICATION OF OVC**

You agree to indemnify and hold us and our subsidiaries, and affiliates, and their officers, members, directors, employees and agents harmless from and against any and all liability, losses, claims, demands, disputes, damages or costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation, resulting from or in any way connected with (a) your use of or reliance on our services, (b) your connection to our Site, (c) your violation of these Terms of Use, (d) your violation of any rights of another party, or (e) your or any other person's failure to comply with the Travel Requirements.

#### **LIMITATIONS OF ACTIONS BROUGHT AGAINST US**

You agree that any claim or cause of action arising out of your use of our services or Site or these Terms of Use must be filed within the applicable statute of limitations for such a claim or cause of action or it shall forever be barred,. Within this period, any failure by us to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

#### **ARBITRATION OF DISPUTES**

The parties hereby agree that any action, dispute, claim, or controversy between or among you and us arising out of or in connection with your use of our services, Site, Call Service Center and/or these Terms of Use, whether sounding in contract, tort, or otherwise ("Dispute"), shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, AT THE SOLE DISCRETION OF THE COMPANY. In the event of any inconsistency between such Rules and these arbitration provisions, these provisions shall supersede such Rules. All statutes of limitations, which would otherwise be applicable shall apply to any arbitration proceeding described herein. In any arbitration proceeding subject to these provisions, the arbitrators are specifically empowered to decide (by documents only, or with a hearing, at the arbitrators' sole discretion) pre-hearing motions which are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. ANY ARBITRATION PROCEEDING SUBJECT TO THESE PROVISIONS SHALL BE CONDUCTED IN BROWARD COUNTY, FLORIDA. In the event that the Company elects to resolve any Dispute through arbitration, both parties agree that such final and binding arbitration shall be the EXCLUSIVE REMEDY in that Dispute. You understand and agree that by signing this agreement you EXPRESSLY WAIVE ANY RIGHT TO LITIGATE IN STATE OR FEDERAL COURT, TO PURSUE ADJUDICATION BY AN ADMINISTRATIVE AGENCY, OR TO UTILIZE ANY OTHER MEANS OTHER THAN FINAL AND BINDING ARBITRATION CONDUCTED IN THE MANNER PROVIDED IN THESE TERMS OF USE. Judgment upon the award rendered may be entered in any court of appropriate subject matter jurisdiction, which judgment may be domesticated in any jurisdiction for purposes of enforcement. The parties to these



Terms of Use expressly subject themselves to the personal jurisdiction of any such court for the entry of any such judgment and for the resolution of any dispute, action or suit arising in connection with the entry of such judgment. Any Dispute subject to arbitration proceedings in accordance with these Terms of Use shall be decided by a majority vote of three arbitrators. The arbitrators shall have the power to award recovery of all costs and fees (including attorneys' fees, administrative fees, arbitrators' fees and court costs) to the prevailing party. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then, the below provision governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Clause.

#### **WAIVER OF CLASS ACTION**

THESE TERMS OF USE PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON EACH PARTY'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST COMPANY WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION OF DISPUTES CLAUSE SET FORTH ABOVE.

#### **APPLICABLE LAWS**

OVC is a registered Seller of Travel with the States of Florida (CST-32947), Washington (WA SOT 6022583) and California (CST-2064227-40). Registration as a seller of Travel in California does not constitute the State's approval. California law requires certain sellers of travel to have a trust or bond. OVC has a trust account and is not a participant in the California Travel Consumer Restitution Corporation. Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. If you do not understand these restrictions, contact your airline or go to [http://www.faa.gov/about/initiatives/hazmat\\_safety](http://www.faa.gov/about/initiatives/hazmat_safety).

#### **VENUE AND JURISDICTION**

OVC POLICIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. YOU AND OVC AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OVER ALL DISPUTES HEREUNDER AND VENUE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF FLORIDA IN BROWARD COUNTY.

YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE FILED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF LITIGATING ANY SUCH ACTION.

**FINAL PAYMENT AND ACCEPTANCE OF TERMS**

I UNDERSTAND THAT SUBMISSION OF THIS FINAL PAYMENT SHALL CONSTITUTE MY ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN. I UNDERSTAND AND AGREE THAT IF I FAIL TO ACCEPT THESE TERMS NO SALE TRANSACTION SHALL BE DEEMED TO HAVE OCCURRED OR COMPLETED AND THE COMPANY SHALL BE RELIEVED OF ANY RESPONSIBILITY TO PROVIDE ANY SERVICES. IF I DO NOT ACCEPT OR WISH TO BE BOUND BY THE TERMS AND CONDITIONS, I SHALL CONTACT THE COMPANY AND NOTIFY THEM IMMEDIATELY AND I SHALL BE ENTITLED TO A REFUND OF ANY PAYMENTS PREVIOUSLY MADE.

**Attorneys' Fees and Costs**

In the event of a legal action or other proceeding arising out of or in connection with your use of our services, Site, Call Service Center and/or these Terms of Use, regarding any alleged breach, default, claim, or misrepresentation arising out of such use, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

**Recoverable Costs**

The reasonable costs that the prevailing party shall be entitled to recover pursuant to the foregoing paragraph shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Florida Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; 10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.