

# TERMS AND CONDITIONS

## Ocean City MD Rentals, LLC - RE/MAX RENTALS

Our passion is providing exceptional experiences for our guests and homeowners. Please take a moment to familiarize yourself with the Terms & Conditions of our lodging agreement. All renters will be asked to sign this form to confirm they understand the Ocean City MD Rentals, LLC procedures and those of the private homeowners that we represent. Please never hesitate to reach out to us with your questions.

### 1. WHAT YOU SHOULD KNOW

The goal of this website is to provide you with access to information about our facilities, services, products, and related links to meet your needs. The terms are meant to protect all of our visitors to this website, and your access to and use of this website signifies your agreement with these Terms. **PLEASE DO NOT USE THIS WEBSITE IF YOU DO NOT AGREE WITH THESE TERMS.**

Ocean City MD Rentals, LLC reserve the right, in our sole discretion, to modify, alter or otherwise update these terms at any time. Such modifications, alterations, and updates shall be effective immediately upon posting. You agree to be bound by such modified, altered, and updated terms if you access or use this website after Ocean City MD Rentals, LLC have posted notice of such modifications, alterations or updates. Consistent with our goals, this website will permit you to link to many other websites that may or may not be affiliated with this website and/or with our company. The other linked websites have different terms of use that are not the same as these terms.

Your access to and use of such linked websites through links provided on this website is governed by the terms of use and policies of those sites, not this one.

### 2. PRIVACY

Registration data and certain other information about you is subject to our privacy policy. For more information, please review Our Privacy Policy <http://www.rentingoceancity.com/privacy.aspx>

### 3. USE OF THIS WEBSITE

Ocean City MD Rentals, LLC control and operate this website. All content on this website (Including, but not limited to, text, photographs, images, illustrations, audio clips, and videoclips) is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes).

The content is owned and controlled by Ocean City MD Rentals, LLC or our affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to Ocean City MD Rentals, LLC. Content on this website or any website owned, operated, licensed or controlled by the providers is solely for your personal, non-commercial use. The content describing the rental properties depicted on this site is deemed reliable but is not guaranteed. Ocean City MD Rentals, LLC are not responsible for changes or errors in the property descriptions, property photos or listed amenities; therefore all data should be personally verified through personal inspection by the user. If changes or errors in the property descriptions, property photos or listed amenities are discovered, Ocean City MD Rentals, LLC will act to correct the content as soon as possible.

You agree to abide by all additional copyright notices, information, or restrictions contained in any content. You may download a single copy of any content contained on this website, solely for your personal, non-commercial use, consistent with these terms, provided that you maintain all copyright and other notices contained in such content. You may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of Ocean City MD Rentals, LLC or the Providers. You may request consent by faxing a request to RE/MAX RENTALS 410.723.3606 Our modification of the content, use of the content on any other website or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, without the prior written consent of Ocean City MD Rentals, LLC or the providers, violates the intellectual property rights and proprietary rights of the Content owners and is prohibited. You may not use on your website any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the Content or other materials on this website without Our express prior written consent. Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. You recognize that any reproduction or use of Content, except as authorized by these Terms, is considered intentional infringement.

#### **4. USER'S RESPONSIBILITIES**

You warrant and represent to Ocean City MD Rentals, LLC that you will not use this website for any purpose that is unlawful or prohibited by these Terms, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. If You violate any of these Terms, Your permission to use this website immediately terminates without the necessity of any notice. Ocean City MD Rentals, LLC retain the right to deny access to anyone at Our discretion for any reason, including for violation of these Terms. You are solely responsible for Your Information, and Ocean City MD Rentals, LLC act as a passive conduit for Your online distribution and publication of Your Information. As used in these Terms, "Information" means any information or data that You submit to this website and any information or data that is generated by this website as a result of Your use of this website In the event that you are provided with User identification numbers or codes (collectively, "ID's"), confirmation numbers, and/or passwords (as applicable) in the use of this website, You shall maintain such User ID's, confirmation numbers, and/or passwords in confidence and You agree not to distribute or disclose the same to third parties. It is Your responsibility to notify Ocean City MD Rentals, LLC if Ocean City MD Rentals, LLC need to change or discontinue any of Your ID's, confirmation numbers, or passwords. It is also Your responsibility to immediately request discontinuation of an ID,

confirmation number, or password upon Your knowledge or belief that such ID, confirmation number, and/or password is, or may be subject to, a breach of confidentiality. Ocean City MD Rentals, LLC may suspend or terminate Your service or access to service or access to this website if Ocean City MD Rentals, LLC believe a breach of these Terms has occurred. You agree to provide true, accurate, current and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or Ocean City MD Rentals, LLC have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete), Ocean City MD Rentals, LLC have the right to suspend or terminate Your access and activity, and refuse any and all current or future use, of this website

#### **5. PROHIBITED ACTIVITIES**

You are specifically prohibited from any use of this website, and you agree not to use or permit others to use this website, for any of the following: (a) take any action that imposes an unreasonable or disproportionately large load on the website's infrastructure, including but not limited to "spam" or other such unsolicited mass emailing techniques; (b) disclose to, or share with, the assigned confirmation numbers and/or passwords with any unauthorized third parties or using the assigned confirmation numbers and/or passwords for any unauthorized purpose; (C) attempt to decipher, decompile, disassemble or reverse engineer the software or HTML code comprising or in any way making up a part of this website; (d) upload, post, emailing or otherwise transmitting any Information, Content, or proprietary rights that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violating any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law, and, (f) using any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy Our Web pages, or the Content without Our prior written permission, provided that generally available third party Web browser such as Netscape Navigator® and Microsoft Internet Explorer® may be used without such permission.

## **6. INFORMATION POSTED TO WEBSITE**

With respect to all Information You elect to post to publicly accessible areas of the website and feedback provided through surveys, You agree that Ocean City MD Rentals, LLC have to use, reproduce, modify, publish, perform and display such Information (in whole or part) worldwide; provided that such use is subject to the terms of Our Privacy Policy [<http://www.rentingoceancity.com/privacy.aspx>]. You acknowledge and agree that Ocean City MD Rentals, LLC may preserve Information and may also disclose Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Our business, employees, Providers, affiliates, users, and/or the public.

## **7. LINKS TO OTHER WEBSITES**

This website may contain links to third-party and/or other RE/MAX RENTALS affiliated websites not under Our control or operation (the "Linked Sites"). The links will let you leave this website, and you access them at Your own risk. You acknowledge that Ocean City MD Rentals, LLC provide the Linked Sites for Your convenience and information only. Ocean City MD Rentals, LLC does not endorse nor are Ocean City MD Rentals, LLC responsible for any content, information, or other related materials found at any such Linked Sites or any links contained within such Linked Sites, whether or not Ocean City MD Rentals, LLC are affiliated with the owners of such Linked Sites. Moreover, Ocean City MD Rentals, LLC do not control any use of content, information or other related material that you provide to, or is collected and/or tracked by, such Linked sites. Such use by Linked Sites is governed by the terms of use statements and/or privacy policies of such Linked Sites, not this website, and as a result may differ from Ours. You may not establish a hyperlink to this website or provide any links that state or imply any sponsorship or endorsement of Your website by Ocean City MD Rentals, LLC or the providers.

## **8. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through this website, 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 advertiser. You agree that Ocean City MD Rentals, LLC (and the Providers) shall neither be responsible

nor liable for any loss or damage incurred by You as the result of any such dealings or as the result of the presence of such advertisers on this website.

## **9. NO WARRANTIES**

All content on this website is provided 'as is' and without warranties which, under the U.S. Laws applicable to these terms, are implied by law and are incapable of exclusion, restriction, or modification. Ocean City MD Rentals, LLC disclaim any and all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Neither we, our affiliated or related entities, nor the providers, nor any person involved in the creation, production, and distribution of this website, warrant that the functions contained in this website will be uninterrupted or error free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components. The content that you access on this website is provided solely for your convenience and information only. Ocean City MD Rentals, LLC does not warrant or make any special presentations regarding the results that may be obtained from the use of this website, or as to the reliability, accuracy, usefulness, or currency of any content, service, and/or merchandise acquired pursuant to your use of this website. Ocean City MD Rentals, LLC Is a distributor and not a publisher. Ocean City MD Rentals, LLC Has no more editorial control over such content and information than does a public library or newsstand. Any opinions, advice, statements, services, offers, or other information expressed or made available by third parties (including linked sites) are those of the respective authors or distributors of such content. You use this website at your own risk. You assume the entire cost of all necessary servicing (including without limitation your internet connection and repair, or correction or your system.

## **10.LIMITATION OF LIABILITY**

In no event shall Ocean City MD Rentals, LLC or our affiliated, or related entities (including providers), nor any of our respective officers, directors, employees or agents, nor any person or entity involved in the creation, production, and distribution of this website, be liable for any indirect, consequential, incidental, special, punitive or exemplary damages whether arising under contract, warranty, or tort (including negligence) or any other theory of liability, regardless of whether Ocean City MD Rentals, LLC knew or should have known of the possibility of such damages, including without limitation from the use or attempted use of this website or any other parties in any circumstance is limited to the lesser of (a) the amount of fees you pay to Ocean City MD Rentals, LLC in the 12 months prior to the action giving rise to liability or (b) \$500. Some states do not allow for the limitation of liability, so the foregoing limitation may not apply to you. By way of example only, Ocean City MD Rentals, LLC and related persons and entities shall not be responsible or liable for any claim or damage arising from failure of performance, error, omission, or deletion, defect, delay in operation, computer viruses, theft, destruction, authorized access to or alterations of personal records, or the reliance upon or use of content, information, opinions or other materials appear on this website. Moreover, you expressly acknowledge and agree that Ocean City MD Rentals, LLC is not liable or responsible for any defamatory, offensive, or illegal conduct of other users or third parties. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose the limitations of liability provided in these terms inure to the benefit of Ocean City MD Rentals, LLC. the Providers, and to all respective officers, directors, employees, representatives, attorneys, and agents.

## **11. GOVERNING LAW AND JURISDICTION**

Ocean City MD Rentals, LLC operate this website (excluding Linked Sites) from Our offices within the

State of Maryland. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Maryland, by accessing this website, you agree that these Terms and Your use of the website shall be governed in all respect by the internal substantive laws of the State of Maryland, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of Maryland for all disputes, cases and controversies regarding this website, Your use of this website, and your relationship with Us. Ocean City MD Rentals, LLC make no representation that materials on this website are appropriate or available for use in other locations, and accessing them from territories where the Content is illegal is prohibited. Those who choose to access this website from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **12. INDEMNIFICATION**

Ocean City MD Rentals, LLC reserve the right to report any wrongdoing, if and when Ocean City MD Rentals, LLC become aware of it, to any applicable government agencies. You agree to indemnify, defend and hold Ocean City MD Rentals, LLC and the Providers, Our and their officers, directors, employees, affiliates, agents, licensors, and suppliers harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from Your use of this website, Your breach of any provision of these Terms and/or any negligent acts, omissions or intentional wrongdoing by You. Any such indemnification shall be conditioned on Our: (a) notifying You in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. Ocean City MD Rentals, LLC shall be entitled to participate in such defense at Our own cost and expense.

## **13.MESSAGE BOARDS**

In the event that Ocean City MD Rentals, LLC provide message boards or discussion forums on this website (the "Forums"), You agree to use the Forums only in a noncommercial manner. You shall not, without our express approval, distribute or otherwise publish any material containing any solicitation of funds, advertising, or written solicitation for goods and services. You agree that any uploaded materials may be republished without compensation to you or any other person or entity. In addition, You warrant that all moral rights in any uploaded materials have been waived. While Ocean City MD Rentals, LLC do not and cannot review every message posted by You or any other User in the Forums, and although Ocean City MD Rentals, LLC are not responsible for these messages, Ocean City MD Rentals, LLC reserve the right (but not the obligation) to delete, move, or edit messages that Ocean City MD Rentals, LLC, in our sole discretion, deem abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable. Ocean City MD Rentals, LLC do not endorse any information posted on this website. You agree that you must evaluate, and bear all risks associated with, the use of any messages, Information, or Content, including any reliance on the accuracy, completeness, or usefulness of such messages, Information, or Content. In this regard, You acknowledge that you may not rely on any Content Ocean City MD Rentals, LLC create or information submitted to Ocean City MD Rentals, LLC by third parties, including without limitation, information in the Forums, and in all other parts of this website.

## **14.OTHER GENERAL PROVISIONS**

These Terms are for the benefit of Ocean City MD Rentals, LLC and the Providers, Our and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against You on its (or their own) behalf. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only. You and Ocean City MD Rentals, LLC are dealing at arm's length, creating a commercial relationship. Ocean City MD Rentals, LLC are not Your Agent or Your fiduciary, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Ocean City MD Rentals, LLC (including the Providers), Our affiliated or related entities, and You, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding, the last published Terms shall prevail. Ocean City MD Rentals, LLC RESERVE ANY RIGHTS NOT EXPRESSLY GRANTED OR STATED IN THESE TERMS.