

**Branson Activity Center**  
**Terms of Use**

Last Updated: 4/24/2025

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS SITE, USE THE SITE, OR INDICATE ACCEPTANCE OF THESE TERMS.**

These Terms of Use (“**Terms**” or “**Terms of Use**”) constitute an agreement between you (“**you**” or the “**user**”) and ResortStay International, LLC d/b/a Branson Activity Center and its affiliates, subsidiaries or assigns (collectively, “**Branson Activity Center**,” “**we**,” “**us**” or “**our**”). This website (the “**Site**”) is owned and operated by Branson Activity Center. Access and use of this Site and our services provided through the Site and offline (together, the “**Services**”) are provided by Branson Activity Center to you on condition that you accept these Terms of Use. By accessing or using the Services, you signify that you have read, understand, and agree to be bound by these Terms of Use. If you do not agree to accept these Terms of Use, you may not access or use the Services.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of the Services; and (iv) the equipment, hardware or software required to use and access the Services.

Any changes we make to these Terms of Use will be effective immediately upon posting on this Site. Please return to this Site periodically to ensure you are familiar with the most current version of these Terms of Use.

**1. DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU AND BRANSON ACTIVITY CENTER CAN SEEK RELIEF FROM EACH OTHER AND REQUIRES ALL DISPUTES TO BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING.**

(a) **Governing Law and Venue.** These Terms, and all matters relating to the Services, and any disputes and claims arising therefrom or related thereto between you and Branson Activity Center (in each case, including non-contractual disputes or claims) will be governed by Nevada law, without regard to its principles of conflicts of law that might require the application of the laws of another jurisdiction. You and Branson Activity Center agree to the exclusive jurisdiction of the federal and state courts located in Clark County, Nevada, and you and Branson Activity Center agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable Dispute.

(b) “**Disputes**” are any disputes, claims, actions, and other controversies between you and Branson Activity Center or between you and the affiliates or agents of Branson Activity Center that, in either case, arise out of or relate to these Terms, the Services, or any other

products or services related thereto, whether based in contract, tort, warranty, fraud, misrepresentation, statute, regulation, or another legal or equitable basis.

(c) **Informal Dispute Resolution Prior to Litigation.** If you have a Dispute with Branson Activity Center or if Branson Activity Center has a Dispute with you, you or Branson Activity Center must first attempt to resolve the Dispute through informal negotiation for a period of sixty (60) days, or such longer period as mutually agreed in writing (email suffices) by the parties (“**Informal Resolution Period**”) from the day either party receives a written notice of a Dispute from the other party (a “**Claimant Notice**”) in accordance with these Terms. The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. The statute of limitations and any filing fee deadlines for a Dispute will be tolled for the duration of the Informal Resolution Period for that Dispute so that the parties can engage in this informal dispute-resolution process.

A valid Claimant Notice must be in writing and include all of the following: (i) the name, address and email address of the party giving notice, (ii) a description of the nature and facts of the Dispute, (iii) the relief requested, including the damages sought, if any, and a detailed calculation of them, (iv) an acknowledgement that the Dispute is subject to these Terms, and (v) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the notice. A Claimant Notice must be individualized, meaning it can only concern yours or Branson Activity Center’s Dispute and no other person’s or entity’s Dispute.

You will send any Claimant Notice to Branson Activity Center at the following address:

Branson Activity Center

Re: Notice of Dispute

245 E Warm Springs Rd Ste. 100 Las Vegas, NV 89119

with a copy by email to [contact@resortstay.com](mailto:contact@resortstay.com), with the subject heading: “Notice of Dispute.”

We will send any Claimant Notice to you at the contact information we have for you.

If a party receives a Claimant Notice, the receiving party will acknowledge receipt of the Claimant Notice and make a good faith effort during the Informal Resolution Period to either resolve the Dispute or explain why the claimant is not entitled to relief. Neither you nor Branson Activity Center may commence any court action or other legal proceeding regarding a Dispute before the end of the Informal Resolution Period. If you or Branson Activity Center file a court action or other legal proceeding regarding a Dispute without complying with the requirements in Section 1, including waiting until the conclusion of the Informal Resolution Period, the other party may (i) seek relief from a court to enjoin the filing until the requirements in this Section are fully met and (ii) seek damages from the party that has not followed the requirements in this Section to reimburse it for any costs incurred as a foreseeable consequence of that breach.

(d) **Meet and Confer.** The recipient of a Claimant Notice may request an individualized telephone or video settlement conference, and both parties shall personally attend

(with counsel, if represented) any conference that is held. You and Branson Activity Center agree to work cooperatively to schedule the conference at the earliest mutually convenient time (with the Informal Resolution Period being extended as needed until that time) and to seek to reach a resolution during any such conference.

(e) **CLASS ACTION WAIVER.** This Section 1(e) will apply to the fullest extent permitted by applicable law. NO DISPUTE SHALL BE JOINED TO ANY OTHER DISPUTE, INCLUDING ANY DISPUTE INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES. NO CLASS ACTION PROCEEDINGS OR ANY PROCEEDINGS IN WHICH EITHER YOU OR BRANSON ACTIVITY CENTER ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY SHALL BE PERMITTED, AND NEITHER YOU NOR BRANSON ACTIVITY CENTER WILL PARTICIPATE AS A CLASS MEMBER IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES RELATED THERETO. ANY RELIEF MAY BE AWARDED ONLY INDIVIDUALLY AND ONLY TO THE EXTENT NECESSARY TO REDRESS YOUR OR BRANSON ACTIVITY CENTER'S INDIVIDUAL CLAIM(S); RELIEF MAY NOT BE AWARDED ON BEHALF OF OTHERS OR THE GENERAL PUBLIC.

(f) **One Year to Assert Claims.** In no event shall you or Branson Activity Center send a Claimant Notice or commence litigation over any Dispute more than one (1) year after the Dispute first arose. After such time, the Dispute is permanently barred, which means that you or Branson Activity Center will no longer have the right to assert that Dispute.

(g) **Severability.** If any part of this Section 1 is found to be unlawful or unenforceable for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms and (ii) the remainder of these Terms will remain in effect. If the class action waiver in Section 1(e) is found to be unlawful or unenforceable in a state for any reason, to the fullest extent allowed by applicable law, claimants may seek certification only of a class composed of residents of that state. Further, if any part of this Section 1 is found to unlawfully prohibit an individual claim seeking public injunctive relief that provision will have no effect to the extent such relief is allowed to be sought, and the remainder of this Section 1 will be enforceable.

(h) **Third-Party Beneficiaries.** You must resolve Disputes with our past, present, and future affiliates and agents as though they were or are Branson Activity Center. Such affiliates and agents are third-party beneficiaries of this Section 1 and can enforce this Section 1 as though they were or are Branson Activity Center in the event they become involved in a Dispute with you. Otherwise, these Terms are only for the benefit of, and will only be enforceable by, you and Branson Activity Center only and do not give rights to any third parties.

## 2. YOU AGREE TO OUR PRIVACY POLICY

Please review our Privacy Policy, which is incorporated by reference in these Terms of Use. By using the Services, you are consenting to and agreeing to be bound by the Privacy Policy.

When you use the Services, you consent to receive communications from us electronically via the Services, email, or otherwise. You agree to provide accurate, current, and complete information about yourself when you use the Services and to update such information while you continue to use the Services.

### 3. USE OF THIS SITE

If you access this Site from outside of the United States, you do so at your own risk and are responsible for compliance with local, national, or international laws. In particular, you understand that this Site, the Services, or both may not be available in all countries and that you are responsible for ensuring that it is lawful for you to use this Site and receive the Services in your location.

Some countries may have laws that forbid participating in the activities we offer on the Site or Services. These restrictions might include a minimum age for using the Internet or entering into contracts like these Terms of Use. You are responsible for making sure you can use this Site and the Services in the location you reside in. Continuing to use the Services represents and warrants to us that you have verified that you are permitted to use the Services in your jurisdiction.

### 4. ELIGIBILITY

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Site or our Services; and (c) have full power and authority to enter into these Terms, and in doing so will not violate any other agreement to which you are a party.

### 5. MOBILE DEVICES

If you use a mobile device to access the Services optimized for mobile viewing, or use a mobile application, the following additional terms and conditions also apply.

You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage, or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Services. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

### 6. SERVICES AND YOUR ACCOUNT

In order to access and use certain Services available on the Sites, you may need to sign up for, open and maintain an account (your “**Account**”) with us. Prior to completing the signup process for your Account, you may be required to confirm your acceptance of all of the terms and conditions of these Terms of Use. If you do not agree to these Terms of Use, you may not sign up for an Account and you shall not have the right to use such Services.

You represent and warrant that at all times you will: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and promptly update your information (including your e-mail address) to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete,

or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we shall have the right to suspend or terminate your account and any or all privileges on the Services and to refuse any and all current or future use of the Services.

During the registration process, you may be required to choose a username and enter your email address. You acknowledge and agree that Branson Activity Center may rely on this email address or username to identify you. You shall be responsible for protecting the confidentiality of your username(s) and/or password(s), if any. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use. You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate. You agree not to transfer your right to use or access the Sites or the Services via your username or password to any third person.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Services will not be permitted. We reserve the right in our sole discretion to remove or edit any content and to terminate your Account for any reason. If you wish to delete your account or terminate your Account, you can do so at any time. In the event of termination, you will still be bound by your obligations under these Terms.

## 7. PAYMENT FOR PURCHASED GOODS OR SERVICES

The prices displayed on this Site are quoted in United States dollars.

Product or service prices do not include any applicable sales, use, excise, value-added or other taxes or governmental charges, and you shall be responsible for same. Also note that the price of any product or service on our Site does not include shipping and handling, payment processing fees, or any other processing fees or expenses. You are also responsible for the payment of each of these.

At the time you place an order for a product or service, you will be required to provide your payment information. You represent and warrant that: (i) such information is both valid and correct; and (ii) you are the person referred to in the payment information provided.

Please note that the credit card issuers whose credit cards we accept (the “**Payment Networks**”) have established guidelines, bylaws, rules, and regulations (collectively, the “**Payment Network Rules**”). We are required to comply with all applicable Payment Network Rules. The Payment Networks may amend the Payment Network Rules at any time and without notice to us or to you. We reserve the right to amend these Terms at any time for the purposes to comply with: (i) the Payment Network Rules; as well as (ii) the requirements of our third party payment processing service provider.

To purchase any product or service:

- you must have been issued a valid credit/debit card from a member of the Payment Network who has authorized Branson Activity Center to process a charge on their credit/debit card in the amount of the total purchase price for the products or services; and
- you also consent to be billed for each transaction under these Terms (or, as the case may be, on a recurring basis) in compliance with: (i) applicable legal requirements; and (ii) the requirements disclosed to you by your credit card issuer.

Under no circumstances will we be responsible: (i) for any charges that your credit card issuer may apply to you as a result of our processing your order; (ii) if your credit card issuer refuses or fails to authorize payment by you; or (iii) for any delays or non-delivery of the item that you endeavored to purchase arising from any validation checks that may be carried out regarding your payment or identification.

## 8. ELECTRONIC MESSAGES

By accessing our Site, signing up for Services, creating an account with us, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (i) us communicating with you electronically; (ii) receiving all applications, notices, disclosures, and authorizations from us (collectively, “**Records**”) electronically; and (iii) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic Records from us, please contact us at [contact@resortstay.com](mailto:contact@resortstay.com). Agreements and transactions executed prior to this request will remain valid and enforceable.

## 9. OUR MATERIALS

Branson Activity Center may make certain digital reproductions of materials, information, content, software, or other materials (including but not limited to intellectual property, database rights, graphics, videos, text, and logos) available to you from this Site from time to time (collectively, the “**Branson Activity Center Materials**”).

(a) **Intellectual Property.** The Services, Branson Activity Center Materials, information downloaded, and all intellectual property pertaining to or contained on the Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by Branson Activity Center or third parties; all rights, title, and interest will remain the property of Branson Activity Center and/or such third-party owner, as applicable. All Branson Activity Center Materials are protected by

trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

(b) **Copies of Branson Activity Center Materials.** You are authorized to view and retain a copy of pages of the Services only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the Services for the purpose of transacting business with us. You may not tokenize copies of the pages of the Services or any other content on the Services. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Services, or any portion of the Services, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Services (or printed pages produced from the Services), and (b) will not make any other modifications to any documents obtained from the Services other than in connection with completing information required to transact business with Branson Activity Center.

(c) **License to Use Branson Activity Center Materials.** By using the Services, we grant you a non-exclusive, non-transferrable, non-sublicensable right and license to use the Branson Activity Center Materials for your personal use only. If you download, access or use any Branson Activity Center Materials, you agree that such materials: (i) may only be used for your personal use; (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without Branson Activity Center's prior written permission; (iii) shall not be submitted to, processed by, or otherwise fed into any artificial intelligence or automated processing software; and (iv) shall only be used in compliance with any additional license terms accompanying such materials.

## **10. USER CONTENT**

You are solely responsible for the content and information (collectively referred to as “**User Content**”) that you post or upload on the Services including feedback or questions.

(a) **License for Branson Activity Center for User Content.** By submitting User Content to the Services, you automatically grant Branson Activity Center the royalty-free, perpetual, worldwide, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. You acknowledge and agree that this license includes the right to reproduce User Content, including any personal information or your likeness, for marketing and advertising purposes.

(b) **Branson Activity Center's Use of User Content.** You agree that we may access, preserve and disclose your account and any User Content posted, uploaded, received or otherwise communicated if required to do so by law or with the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with an enforceable subpoena or other legal process; (ii) enforce these Terms; (iii) respond to claims that any

information violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Services in the future; or (v) protect the rights, property or personal safety of Branson Activity Center or its members, employees, agents, affiliates, partners, communities or any other person.

(c) **User Content is Non-Confidential.** User Content submitted by you will be considered non-confidential and Branson Activity Center is under no obligation to treat such User Content as proprietary information. Without limiting the foregoing, we reserve the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Branson Activity Center is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to us. We shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

(d) **Moral Rights.** If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personal data, personal information, personally identifying information, or equivalent term be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Branson Activity Center or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release Branson Activity Center, and its licensees, successors and assigns, from any claims that you could otherwise assert against Branson Activity Center, or any of its assigns or affiliates, by virtue of any such moral rights. You also permit any other user to access, view, store, or reproduce the User Content for that user's personal use.

(e) **Disclaimer.** Please note that we do not make any representations, warranties or guarantees that: (i) the Site, the Services, or any portion thereof, will be monitored (e.g., for accuracy or unacceptable use); (ii) apparent statements of fact will be authenticated; or (iii) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these Terms of Use. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on the Site or through the Services by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, inappropriate, and/or violates these Terms of Use.

## **11. USE OF THE SERVICES AND USER CONTENT RESTRICTIONS**

You represent and warrant that you will use the Services and any User Content solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have with us and any third parties, all of which you are responsible for knowing and understanding.

### **(a) Use of the Services**

By using the Services, you agree that User Content will comply with the User Content Guidelines in Section 11(b) of these Terms.



By using the Services, you further agree that you will not:

- Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
- Create user accounts under false or fraudulent pretenses, create or use an account for anyone other than yourself, or create multiple active user accounts to post multiple reviews for the same company;
- Promote, endorse, or further illegal activities;
- Disclose information in violation of any legally enforceable confidentiality, nondisclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
- Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third party;
- Except as expressly approved by us, and subject to applicable laws, use the Services for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, or other forms of solicitation;
- Imply a Branson Activity Center endorsement or partnership of any kind without our prior express written permission;
- Introduce software or automated agents to the Services, or access Branson Activity Center or the Services so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Branson Activity Center or the Services without our express written permission;
- “Frame” or “mirror” or otherwise incorporate part of the Services into any website, or “deep-link” to any portion of Branson Activity Center or the Services without our express written permission.
- Copy or use the information, content, or data on the Services in connection with a competitive service, as determined by Branson Activity Center;
- Sell, resell, rent, lease, loan, trade, or otherwise monetize access to Branson Activity Center or the Services posted on the Site without our express written permission;
- Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Branson Activity Center or the Services;
- Interfere with, disrupt, or create an undue burden on Branson Activity Center or the Services or the networks or services connected to Branson Activity Center or the Services; or

- Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Branson Activity Center or the Services or attempt to circumvent any security feature of Branson Activity Center or the Services;

**(b) User Content Guidelines**

By submitting User Content or using the Services, you further agree that you will not, in connection with User Content, submit material that is contrary to the following guidelines (“**User Content Guidelines**”), which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations:

- You will not submit any User Content that does not generally pertain to the designated topic or theme of the Site or the Services.
- You will not post images or comments that include: (i) pornographic or sexually explicit content; or (ii) showing graphic or gratuitous violence; and
- You will not submit User Content that is harassing, threatening, abusive, racist, incomplete, obscene, intimidating, offensive, bigoted, constitutes hate speech, infringes, violates another party’s rights (including intellectual property rights, and rights of privacy and publicity), contains private information of any third party, or is otherwise objectionable (all as determined by us).

**(c) Branson Activity Center’s Removal of User Content.**

You understand and agree that we, without any obligation to do so, may monitor or review any User Content you post, upload or otherwise communicate through the Services. We reserve the right to remove any such User Content, in whole or in part, at our sole discretion, that violates these Terms, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We reserve the right to deactivate your account or otherwise prevent your use and/or participation on Services at any time and for any reason.

## **12. INTELLECTUAL PROPERTY INFRINGEMENT**

Branson Activity Center respects the intellectual property rights of others, and we ask you to do the same. This section discusses infringement of intellectual property, including under the Digital Millennium Copyright Act, 17 USC Section 512 *et seq.* (“**DMCA**”).

**(a) Notice of Infringement.** If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Site and/or in the Services, please provide Branson Activity Center’s designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single notification, a representative list of such works at that location;
- 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 at

the Site, and information reasonably sufficient to permit Branson Activity Center to locate the material;

- Information reasonably sufficient to permit Branson Activity Center to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Branson Activity Center's agent for notice of claims of copyright or trademark infringement is can be reached at [contact@resortstay.com](mailto:contact@resortstay.com).

Please also note that for copyright infringements under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

(b) **Submitting a DMCA Counter-Notification.** We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification, in writing, to Branson Activity Center's designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Branson Activity Center may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

(c) **Termination of Infringers.** Branson Activity Center reserves the right, at its sole discretion, to terminate the account or access of any user of the Site who is the subject of DMCA or other infringement notifications.

### 13. AVAILABILITY

We cannot and do not promise that the Site or the Services will be uninterrupted, secure, or error-free. We reserve the right to interrupt/suspend this Site or the Services, or any part thereof, with or without prior notice for any reason.

#### **14. ACCESS TO THE INTERNET**

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Site and the Services, and you shall be solely responsible for all charges and fees related thereto.

Please note that the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Branson Activity Center is not liable for any damages related to communications to, or from, this Site or the Services.

#### **15. CURRENCY OF SITE**

Branson Activity Center cannot and does not guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Site and the Services. We have the right, but not the obligation, to correct any errors, inaccuracies or omissions and to change or update this Site (including the Branson Activity Center Materials) and the Services at any time, without prior notice to you.

#### **16. LINKS TO OTHER SITES AND SERVICES**

This Site or the Services may contain links to outside services and resources, the availability and content of which Branson Activity Center does not control. The inclusion of these links does not imply that Branson Activity Center monitors or endorses these sites. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites. We do not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

#### **17. SECURITY**

Branson Activity Center makes no warranty whatsoever to you, express or implied, regarding the security of the Services, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Services. Branson Activity Center is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone whom you have given access. You are required to notify us of any unauthorized use of the Services by using the contact information in the “**Contact Information**” section below.

Due to technical difficulties with the internet, internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site or the Services. Branson Activity Center recommends that you install appropriate anti-virus or other protective software.

**BRANSON ACTIVITY CENTER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT**

YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SITE OR THE SERVICES OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT FROM THIS WEBSITE.

#### **18. SEVERABILITY/NO WAIVER**

If any provision of these Terms of Use is found to be unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Branson Activity Center's failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any Service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

Sections 1 (Dispute Resolution), 17 (Security), 19 (Disclaimers: Site and Services and Materials Provided "As-Is"), 20 (Limitation of Liability), 21 (Indemnification), and 22 (Term and Termination) will survive any termination or expiration of these Terms.

#### **19. DISCLAIMERS: SITE, SERVICES AND MATERIALS PROVIDED "AS-IS"**

THIS SITE, THE SERVICES AND THE BRANSON ACTIVITY CENTER MATERIALS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. BRANSON ACTIVITY CENTER DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES, OR THE BRANSON ACTIVITY CENTER MATERIALS WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BRANSON ACTIVITY CENTER, OR THROUGH THE SITE SHALL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY BRANSON ACTIVITY CENTER FROM TIME TO TIME WITHIN THE SERVICES.

These Terms were written in English (US). Any translated version is provided solely for your convenience using third party translation services such as Google Translate.

WE DO NOT WARRANT THAT THE WEBSITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE SERVICES, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

Please note that some jurisdictions do not allow the disclaimer of certain representations or warranties, so the disclaimer in this Section 19 will apply to you to the extent permitted by applicable law.

#### **20. LIMITATION OF LIABILITY**

YOU AGREE THAT NONE OF THE PROTECTED PARTIES (AS DEFINED BELOW) SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THE PROTECTED PARTIES (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF ANY OF THE PROTECTED PARTIES) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES. IN NO EVENT SHALL THE PROTECTED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING PARAGRAPH AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE PROTECTED PARTIES, FOR ANY CLAIM, COST, DAMAGE, OR LOSS ARISING OUT OF OR RELATING TO THE SERVICES, INCLUDING FOR ANY WARRANTIES THAT MAY NOT BE EXCLUDED, SHALL NOT EXCEED THE LESSER OF THE AMOUNT YOU PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR \$10.00 (TEN DOLLARS) (USD) (THE “**LIABILITY CAP**”).

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

## **21. INDEMNIFICATION**

You will defend, indemnify, and hold Branson Activity Center, each third-party service provider, their respective affiliates, subsidiaries, and parent companies, and their respective officers, directors, employees, agents, information providers, and partners (collectively, the “**Protected Parties**”) harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees, costs, penalties, interest, and disbursements) arising from or related to (a) your conduct with respect to the Services and/or (b) violation (or alleged violation) of these Terms by you or any other person accessing the Site or Services on your behalf. Under no circumstance will Branson Activity Center be liable for damages of any kind that result from your use of, or the inability to use, the Services.

Please note that some jurisdictions limit the extent to which a party may indemnify another. As such, this provision will apply to you to the extent permitted by applicable law.

## **22. TERM & TERMINATION**

Branson Activity Center may, from time to time, but is in no way obligated to, permit you to access and use this Site and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree (i) that access to this Site and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and (ii) that Branson Activity Center shall not, in any event, be responsible to you in any way should you be unable to access this Site and the Services at any time or from time to time. We may terminate these Terms of Use for convenience with no notice to you.

Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Site and the Services.

## **23. CHANGES**

You are responsible for reviewing these Terms regularly. Branson Activity Center reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Services, these Terms, or any of our policies related to use of the Services. We will not amend Section 1 (Dispute Resolution), in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Class Action Waiver in its entirety. Revisions to these Terms or our policies may be provided through the Services, including by posting the revisions on the Services and updating the “Last Updated” date. Continued use of the Services following such modifications to the Services, these Terms, additional terms and conditions for any service, or our other policies will constitute your acceptance of such modifications and revisions.

## **24. MISCELLANEOUS**

(a) **Entire Agreement.** These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

(b) **Headings.** The section headings used in these Terms shall not be given any legal import.

(c) **Assignment.** These Terms of Use are not assignable, transferable, or sublicensable by you except with Branson Activity Center’s prior written consent. Branson Activity Center may assign its rights and duties under these Terms of Use at any time without notice to you.

(d) **Waiver.** No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **25. CONTACT INFORMATION**

If you need to contact us regarding this Site, the Services or these Terms of Use you can contact Branson Activity Center at [contact@resortstay.com](mailto:contact@resortstay.com).