

Website Terms of Use

Sanctuary on Camelback Mountain Resort & Spa - Website Terms of Use

This website, located at sanctuaryaz.com (our "Site"), is provided by Sanctuary on Camelback, Inc. d.b.a. Sanctuary on Camelback Mountain Resort & Spa, located at 5700 E. McDonald Drive, Paradise Valley, AZ (referred to below as "we", "us", "our", or other similar pronouns).

These are the terms and conditions for your use of our Site. By using our Site, you agree to these terms and conditions.

User Obligations

There are a few rules that you are required to follow when you use our Site:

Do not impersonate another person or your affiliation with another entity. You may elect not to reveal your name when you use our Site by choosing a username that does not identify you. But you may not choose another person's name or purport to be, or to represent, another person or company.

Do not "harvest" (or collect) information from our Site using an automated software tool or manually on a mass. This includes, for example, information about other users of our Site and information about the offerings, products, services, and promotions available on our Site.

Do not use automated means to log into our Site.

Do not obtain, or attempt to obtain, access to areas of our Site or systems that are not intended for access by you.

Do not "flood" our Site with requests or otherwise overburden, disrupt, or harm our Site or its systems.

Do not circumvent or reverse engineer our Site or its systems.

Do not restrict or inhibit another user or users from using and enjoying our Site.

If you post something to our Site, such as comments or other content, do not post anything that:

- infringes any third party intellectual property right (such as copyrights),
- is defamatory (i.e., something that is negative and/or untrue about another person or entity),
- divulges another person's or entity's confidential or private information or trade secret,
- is fraudulent, harassing, abusive, obscene, or discriminatory,
- encourages criminal conduct,
- advertises or solicits business for products or services other than those that are offered and promoted on our Site, or

- contains any virus, malware, spyware, or other harmful content or code.

You are required to comply with all applicable laws and contractual obligations when you use our Site.

User Account

If you create an account on our Site, be sure to protect the confidentiality of your account password. If you think your password or account has been used by an unauthorized person, let us know by emailing us at info@sanctuaryaz.com, so that we can change your password. You are responsible for any use of your account password, whether it was authorized by you or not.

Our Right to Monitor

We have the right, but are not obligated to monitor the content and materials on our Site, including that which is posted by users of our Site, and to edit or delete content from our Site at our sole discretion.

Additional Terms and Conditions

Some areas of our Site may be subject to additional terms and conditions. If so, they will be made available to you when you visit those areas of our Site, and they are binding on your use of those areas of our Site.

Our Intellectual Property Rights

We or our licensors or partners own the intellectual property rights in the content and materials on our Site. You may use our Site and the content and materials on it for your own non-commercial purposes, but you may not use it for commercial purposes.

User Submissions

If you submit posts or other materials or content to our Site, you grant us and our affiliates a royalty-free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use it, including alterations of it, for our business purposes, for example in promotional materials, in any form, in any media, and via any technology we choose whether it exists now or is created in the future. You represent that your posts and other material and content is original to you and that you have the right to grant us these rights.

User Ideas

We ask that you refrain from sending us your business related ideas through this Site. To avoid any disputes between us relating to ideas that you may have submitted to us, if you send us your ideas, you give us the right to use them, and you waive and release us from claims that we have used your ideas without your permission.

Privacy Policy

Please see our Privacy Policy (<http://www.sanctuaryoncamelback.com/content/privacypolicy.html>) to find out how we collect, use, and share information about you in the course of your use of our Site. Our Privacy Policy is incorporated into and considered a part of these terms and conditions. You agree to provide accurate information to our Site and you are responsible for keeping your account information up-to-date. This includes your contact information so that we can reliably contact you.

Copyright Infringement Notices

If you think there is something on our Site that infringes your copyrights, the following explains how to report it to us.

We respect the intellectual property rights of others, and require that the people who use our Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

Director of Sales and Marketing

Sanctuary on Camelback Mountain Resort & Spa

5700 E. McDonald Drive – Paradise Valley, AZ 85253

Voice: 480.607.2327

Fax: 480.483.3386

Email: info@sanctuaryaz.com

Changes

We reserve the right to make changes to our Site and these terms and conditions at any time. Changes to our terms and conditions will be reflected on this page.

Termination

We have the right to discontinue our Site or portions of it at any time, or to terminate your access to the Site, or portions of it, if you violate these terms and conditions or otherwise put our well-being or that of our users or partners at risk. In addition, we have a policy to terminate the Site usage privileges of users who are repeat infringers of intellectual property rights.

Links from our Site

We link to third party websites from our Site. When we do so, we are not endorsing the site, nor are we taking responsibility for it or for its accuracy. It is your responsibility to be smart when you access and use any website, including ours and any others.

Linking to our Site

You can link from another website to our Site, as long as: (i) our Site opens in a new browser window which displays the full version of a page of our Site (e.g., not merely one of its frames, and not an "in-line" link to a particular image or object on our Site), and (ii) our Site is not display framed within or obfuscated by other content. We reserve the right to revoke your right to link to our Site upon notice. If you receive such a notice from us, you agree to discontinue your link to our Site.

Indemnification

You agree to indemnify, defend, and hold us and our affiliates harmless from any claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of our Site, your submissions to our Site, or your violations of these terms and conditions or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to this paragraph, and in this case you agree to cooperate with our defense of such claims.

Local Requirements

We control and operate our Site from our facilities in the United States of America. We do not represent that materials on our Site are appropriate or available for use in other locations. If you choose to access our Site from other locations, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

Applicable Law; No Waiver; Severability

These terms and conditions and the relationship between you and us shall be governed by the laws of the United States and the State of Arizona, without regard to its conflict of law provisions. You agree that any cause of action that may arise under these terms and conditions shall be commenced and be heard in the appropriate court in the County of Maricopa, State of Arizona. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Maricopa, State of Arizona. Our failure to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, you and we

nevertheless agree that the court should endeavor to give effect to intentions as reflected in the provision and the other provisions of these terms and conditions shall remain in full force and effect.

Changes to Terms and Conditions

We reserve the right to amend these terms and conditions at any time. Amendments will be effective when posted. Your continued use of our Site after amendments are posted will be considered your acceptance of those amendments.

Disclaimer of Warranties

WE PROVIDE OUR SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED. THIS MEANS THAT WE MAKE NO PROMISES THAT:

OUR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME,
OUR SITE WILL MEET ANY PARTICULAR REQUIREMENTS,
THE INFORMATION ON OUR SITE WILL BE ACCURATE OR UP-TO-DATE,
OUR SITE OR THE INFORMATION TRANSMITTED TO OR FROM IT OR STORED ON IT WILL BE SECURE FROM UNAUTHORIZED ACCESS, OR
THAT ITEMS, INFORMATION, AND MATERIALS THAT YOU STORE OR ON OUR SITE WILL BE RETREIVABLE.

WE DISCLAIM RESPONSIBIITY FOR VIRUSES AND MALWARE THAT MAY BE DISSEMINATED THROUGH OUR SITE.

YOU MAY USE OUR SITE ONLY AT YOUR OWN RISK. WE DISCLAIM AND YOU WAIVE ALL WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ALTHOUGH WE TRY TO ENSURE THAT THE INFORMATION POSTED ON OUR SITE IS CORRECT AND UP-TO-DATE, WE RESERVE THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION ON OUR SITE (INCLUDING PRICING) AT ANY TIME AND WITHOUT ANY PRIOR WARNING. WE CANNOT, AND DO NOT, GUARANTEE THE CORRECTNESS, PRECISION, THOROUGHNESS, OR COMPLETENESS OF ANY OF THE INFORMATION AVAILABLE ON OUR SITE, NOR WILL WE BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON OUR SITE.

WE ARE NOT RESPONSIBLE FOR THE COMMENTS OR CONTENT POSTED TO OUR SITE BY USERS, NOR FOR DISPUTES BETWEEN USERS OR BETWEEN USERS AND THIRD PARTIES.

NO MATERIALS, ADVICE OR INFORMATION ON OUR SITE CREATES ANY WARRANTIES OR COMMITMENT ON OUR PART OR ON THE PART OF OUR AFFILIATES OR PARTNERS, INCLUDING ANY

BROCHURES, FREQUENTLY ASKED QUESTIONS, ONLINE CORRESPONDENCE, OR ORALLY CONVEYED INFORMATION VIA ONLINE CHAT OR PHONE SUPPORT SESSIONS.

Limitation of Liability

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE, ANY OF OUR AFFILIATES, OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF OR THE INABILITY TO USE THE SITE OR THE CONTENT, MATERIALS, AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

Effective Date: July 20, 2011