

# TERMS & CONDITIONS

WELCOME TO THE WEBSITE OF 1440 RESERVE LLC ("1440 RESERVE").

THESE TERMS AND CONDITIONS ("TERMS") GOVERN YOUR USE OF OUR

WEBSITE AND ITS ASSOCIATED SERVICES, INCLUDING THE 1440 RESERVE

WATCH CLUB APPLICATION PROCESS.

BY USING OUR WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, PLEASE DO NOT USE OUR WEBSITE.

#### USER CONDUCT

YOU AGREE TO USE OUR WEBSITE ONLY FOR LAWFUL PURPOSES AND IN A WAY THAT DOES NOT INFRINGE ON THE RIGHTS OF OTHERS. SPECIFICALLY, YOU AGREE NOT TO:

- USE OUR WEBSITE IN ANY WAY THAT COULD DAMAGE, DISABLE, OR OVERBURDEN IT.
- · INTERFERE WITH ANY OTHER PARTY'S USE OF OUR WEBSITE.
- ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO OUR WEBSITE OR ANY USER ACCOUNTS.
- · TRANSMIT ANY HARMFUL CONTENT, SUCH AS VIRUSES OR MALWARE.
- USE OUR WEBSITE FOR COMMERCIAL PURPOSES WITHOUT OUR PRIOR CONSENT.

## CLUB APPLICATION

INFORMATION SUBMITTED IN YOUR CLUB APPLICATION WILL BE USED TO EVALUATE YOUR ELIGIBILITY. WE RESERVE THE RIGHT TO APPROVE OR DENY APPLICATIONS AT OUR SOLE DISCRETION.

### LIMITATION OF LIABILITY

1440 RESERVE WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, IN-CLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR WEBSITE OR YOUR RELIANCE ON ANY INFORMATION PROVIDED ON IT.

### CHANGES TO TERMS

WE RESERVE THE RIGHT TO MODIFY THESE TERMS AT ANY TIME. UPDATED TERMS WILL BE POSTED ON THE WEBSITE, AND YOUR CONTINUED USE INDICATES ACCEPTANCE OF THE CHANGES.

### GOVERNING LAW

THESE TERMS, AND ANY DISPUTE ARISING UNDER OR RELATED TO THEM, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

### CONTACT US

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT US AT SUPPORT@1440RESERVE.COM