

## **Terms and Conditions**

### **Agreement between user and urcomped.com**

Welcome to URComped. The urcomped.com website (the "Site") and the URComped App (the "App") is comprised of various web pages operated by URComped LLC ("URComped"). www.urcomped.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.urcomped.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.urcomped.com is an E-commerce Site

URComped Social is an App

We provide a social platform and Promotional Offers which may include but are not limited too, hotel stay, cruise travel services, entertainment, food or beverage, and casino credit, at a discount.

### **Privacy**

Your use of www.urcomped.com is subject to URComped's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.urcomped.com or sending emails to URComped constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that URComped is not responsible for third party access to your account that results from theft or misappropriation of your account. URComped and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

URComped does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.urcomped.com only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

URComped's cancellation policy varies based on the destination casino or cruise line. A current cancellation policy may be viewed at <https://urcomped.com/home/cancellationpolicy> and is defined for each offer that is made available

### **Links to third party sites/Third party services**

www.urcomped.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of URComped and URComped is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. URComped is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by URComped of the site or any association with its operators.

Certain services made available via www.urcomped.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.urcomped.com domain, you hereby acknowledge and consent that URComped may share such information and data with any third party with whom URComped has a contractual relationship to provide the requested product, service or functionality on behalf of www.urcomped.com users and customers.

### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.urcomped.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to URComped that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of URComped or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. URComped content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of URComped and the copyright owner. You agree that you do not acquire any

ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of URCompd or our licensors except as expressly authorized by these Terms.

### **Objectionable Content Policy**

Content may not be submitted to URCompd, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms.

### **Third Party Accounts**

You will be able to connect your URCompd account to third party accounts. By connecting your URCompd account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by URCompd from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the URCompd Content accessed through [www.urcompd.com](http://www.urcompd.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless URCompd, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. URCompd reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with URCompd in asserting any available defenses.

### **DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) TAKE-DOWN POLICY**

URComped, LLC respects the intellectual property and proprietary rights of third parties. If you believe that any of your copyrighted works or materials are improperly posted, displayed or accessible on any website that is owned or controlled by URComped, LLC, you should contact us as described in this DMCA Take-Down Policy, and we will investigate and address such claim as described herein. As part of our response, we may remove or disable access to material residing on a site that is controlled or operated by URComped, LLC. URComped, LLC's websites are currently hosted at the domain urcomped.com, compedtravel.com, compedbooking.com (the "URComped Websites").

URComped, LLC does not control content hosted on third party websites, and cannot remove content from sites it does not own or control. If you are the copyright owner of content hosted on a third party site, and you have not authorized the use of your content, please contact the administrator of that website directly to have the content removed.

## **I. Reporting Claims of Copyright Infringement.**

**A. Digital Millennium Copyright Act (DMCA) Notice Procedures.** URComped, LLC will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials posted or displayed on or accessible on or through any URComped Websites infringe your copyright, you may request removal of those materials (or access thereto) from the URComped Websites by submitting written notification to the URComped Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice (the "*DMCA Notice*") must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material, including the URL where the infringing content is located or a copy of it;
- Adequate information by which we can contact you (such as your name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

URComped, LLC's designated Intellectual Property Agent to receive DMCA Notices is:

PO Box: 261359  
Plano, TX 75026

972-788-1785  
[sales@urcomped.com](mailto:sales@urcomped.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on any URComped Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **B. DMCA Counter-Notification**

If material you have posted to a URComped Website has been taken down, you may file a counter-notification that contains the following details:

- 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 disabled, including any applicable URLs;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address, telephone number, and email address if available;
- A statement that you consent to the jurisdiction of the Federal District Court for judicial district in which URComped, LLC is located and that you will accept service of process from the person who submitted a notice in compliance with Section 512(c)(1)(C) of the DMCA; and
- Your physical or electronic signature.

Send your Counter Notice to:

URComped, LLC's designated Intellectual Property Agent to receive DMCA Notices is:

PO Box: 261359  
Plano, TX 75026  
972-788-1785  
[sales@urcomped.com](mailto:sales@urcomped.com)

## **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR

TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. URCOMPED LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

URCOMPED LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. URCOMPED LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL URCOMPED LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF URCOMPED LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/access restriction**

URCompmed reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and URComped as a result of this agreement or use of the Site. URComped's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of URComped's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by URComped with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and URComped with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and URComped with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

URComped reserves the right, in its sole discretion, to change the Terms under which [www.urcomped.com](http://www.urcomped.com) is offered. The most current version of the Terms will supersede all previous versions. URComped encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

URComped welcomes your questions or comments regarding the Terms:

[cale@urcomped.com](mailto:cale@urcomped.com)

Effective as of June 28, 2019