

# Terms of Service, Community Rules, Etiquette & Privacy Guidelines

## TERMS OF SERVICE

PLEASE CAREFULLY READ THESE TERMS OF SERVICE. YOUR USE AND INTERACTION WITH OUR WEBSITE, PORTAL AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, DO NOT USE THIS SITE OR OUR SERVICE(S).

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**Use of Site and/or Service.** This Website and Portal and the services provided (collectively, "Site") are maintained and operated by Eastpointe RV Resort LLC ("Us," "We," "Our" or "Company") with an address at 200 North Beechtree Street, Grand Haven, MI 49417. We offer this Site for you to view information and documents (collectively, "Materials") and message boards ("Community", "Communities", "Community Website", "Discussion Groups" and "Discussions") and make purchases of Our products and services. Please note that you must be at least 18 years of age to use the Services on this Site. If you breach any of the Terms in these Terms of Service ("Terms"), your authorization to use this Site or these Services automatically terminates.

We may revise these Terms of Service at any time without any prior notice and you agree to be bound by the revised Terms. Any modification will become effective when it is first posted to the Site. You are responsible to return to the Terms of Service from time to time to review the most current terms and conditions. We may notify you by either posting a new version of these Terms of Service, updating these Terms without a separate notice, or notifying visitors on the website that a new version has been posted.

**Registration Requirements.** Access to the Site is not restricted except for prohibiting those under 18 from using Our Site (see also #7 in Our Privacy Policy). However, access to certain online Communities on the Site may be further restricted at any time. To the extent access is restricted, you shall not access or use the online Community or permit or enable anyone else to access or use the online Community, unless you

or such other person, are properly authorized to do so. Should you voluntarily provide an e-mail address, the Site may offer to send blog updates to your e-mail. Providing such an e-mail represents express consent for us to send e-mails to you.

**Account Responsibility.** To the extent this site has user accounts, users are solely responsible for protecting their accounts from access by others. If any Site features are password protected, you are strongly encouraged to select a hard-to-guess password and not re-use that password on any other sites where it may be read by the owners or administrators of that site.

Because of this rule, it is highly recommended that Community Users do not share their accounts with others nor share their computers used to access the Site with others, as the actions of some other person could easily directly impact all known shared Community accounts.

Should a User be temporarily blocked from the Site based on violations of the Terms, we ask that they comply with the banned period. Permanent bans will result from Users "hacking" their way onto the Site using Proxy IP addresses, among other means.

**Privacy and Release of Information.** Under normal circumstances, we will not release your provided information to any third party without your consent. However, in cases of Terms violations or illegal activities, We reserve the right to forward any and all known information about you and your accounts to your ISP (including libraries, schools and places of employment), e-mail service provider, your ISP account owner (if someone else is actually paying for it) and any parties whose copyright has clearly been infringed by your actions on the boards or requests from law enforcement authorities.

All of the information that we collect from you, such as registration and credit card information, is subject to our Privacy Policy. Please [CLICK HERE](#) to see our full Privacy Policy.

**Member Conduct.** We reserve the right to remove any user-generated content or blog postings for any reason or no reason, including if we deem it offensive, scandalous, advertising or untrue/misleading. Further, you agree that you will not use the Site to perform any of the following actions, including but not limited to:

*Violate Anti-Trust Law*

Direct or encourage Users (as hereinafter defined) to make an agreement intended to expressly or implicitly restrict free trade or competition. User postings ("Postings") are or may be subject to antitrust laws. The following topics are prohibited (among others): commission rates, contingency bonuses, profitsharing arrangements or other forms of remuneration paid to agencies by any particular company or consulting fees charged by any particular agency. There is to be no discussion relating to the possibility of agents engaging in concerted actions to boycott any particular company or companies in terminating contracts, ceasing to write or reducing the writing of one or more lines of insurance.

*Offensive Posting*

Posts of a patently offensive nature are prohibited. This includes, but is not limited to: using vulgar, profane or sexually explicit language. Using race, religion, sexual orientation, culture, ethnicity, handicap, nationality or gender as a means of insult. Using sexual preference terms as a term of insult in any way, shape or form. Using threatening, harassing, defamatory, hate-speech or libelous language. Posting or requesting links to or material from pornographic, obscene or hate-speech websites. Posting links to

websites with potentially offensive content without a clear warning. Descriptions or details about any sexual act or sexual organs, among others.

#### Posting Content From Other Websites

Any content you post on our Site must be your original work. If it is owned by another, you must have prior written authorization from the copyright owner. If you post content from another source, please include a link back to the original content. Please refrain from posting private messages without a User's prior explicit written permission. Private messages from administration posted to threads will be removed.

#### Flaming (Insulting Other Users)

Posts clearly insulting, calling out, provoking or harassing other Community members, individually or as a group, directly or indirectly, are prohibited. This includes, but is not limited to: name-calling ("you're an idiot", "you moron"); direct insults ("screw you"); offensive orders or statements ("go kill yourself"); insinuations ("are you stupid or something?"); or insults towards family ("your mom ..."), among others.

#### Trolling (Inciting Flames)

Posts intended solely to annoy and/or offend other posters by going against the clear nature of a Community or topic are prohibited. This includes, but is not limited to: Provoking other Users to respond with flames; Constant bickering/arguing; making misleading topic titles; asking obviously useless questions; posting false information as fact; among others.

#### Illegal Activities

Posts that violate or incite others to violate the law are prohibited. This includes, but is not limited to, asking for or providing, in any way, shape or form; illegal copies of copyrighted software; methods of circumventing copyright protection; illegal copies of copyrighted music; movies, videos or any other type of media; reprints of material from other websites without rights to do so and full attribution to the source; and, methods of cheating in online games, among others.

#### Advertising

Posts that clearly advertise a service or product are prohibited. This includes, but is not limited to: unsolicited commercial or personal website advertisements; for-sale/for-trade/for-auction/wanted notices (unless in a specific forum or "classified" section for such topics); "Make Money Fast" scams, chain letters and pyramid schemes; and Advertising for another message board or competing online community, among others. Users are allowed to include a website address in a signature, request comments on their personal site in a social setting or provide interesting or relevant links to another site. We reserve the right to disable or mask links at any time and for any or no reason.

#### Disruptive Posting

Posts that disrupt the Community for other Users, intentional or not, are prohibited. This includes, but is not limited, to: Message posts or topic titles that force browsers to scroll horizontally; large blank or content-free posts; "bumping" multiple older topics (posting in them well after the last post) Posting multiple identical or near-identical messages or topics; intentionally hard-to-read topic titles (i.e. ALL CAPS, AIrTeRnAtE cApS, no spaces, no or excessive punctuation, etcetera); posting multiple hard-to-read

or nonsensical messages in a single or multiple topics; posting large ASCII art (except in social topics specifically calling for it); post counting (i.e. "First", "100th Post"); and flooding, invading and community wars. Users may be immediately banned (along with any associated accounts) for: flooding a Community with multiple disruptive topics or posts; invading another Community (flooding a discussion as a group with multiple topics or posts; instigating, participating in or retaliating in an invasion of a discussion board or any other online service; announcing or inciting a "war" or any conflict with the members of another Community, among others.

#### Impersonation

Users may be immediately banned (along with all associated accounts) for impersonating other Community Users by creating and/or using a Community account with a name clearly intended to impersonate, mock or antagonize another User or otherwise falsely claim to be another Community member.

#### Harassment/Stalking/Privacy

Continual harassing behavior directed towards a certain individual or group with the intent of creating an intimidating, offensive or hostile environment on the boards, with or without use of explicit or implicit threats is strictly prohibited. Posting private information without permission is also prohibited. Posts inquiring about temporarily suspended or banned Users (for example: "free this User" or "why did this User get banned") will be removed and poster issued a warning. Continued posts of this nature will result in suspension.

#### Unauthorized Access

Accessing or attempting to access any User account not belonging to the User in question without permission is prohibited. Accessing another User's account in this manner is grounds for immediate loss of all known accounts.

#### Bugs and Exploits

Using exploits or tricks in our site code to gain privileges, access or abilities not clearly intended by the board design is prohibited. Making exploits public or using them for personal benefit is grounds for immediate loss of all known accounts.

#### Usernames, Profiles and Forms

Violating any of the above rules with a username, any part of the User profile (signature, quote, email, IM or via feedback forms (such as the Mark for Moderation function)) is prohibited.

#### Other

At our sole and absolute discretion, any other activity that is clearly detrimental to the flow of conversation and normal activities of the boards and its Users is prohibited.

#### **Content.**

#### Ownership

Our Site includes a combination of content that We create, that Our partners create and that Our Users create. All Materials published on Our Site, including, but not limited to written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips and Flash animation, are protected by Our copyrights and trademarks or those of Our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display or in any way exploit any of the Materials or content on Our Site in whole or in part. If you would like to request permission to use any of the content on Our Site, please send an email to [info@eastpointervresort.com](mailto:info@eastpointervresort.com).

The Site is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual articles, content and other elements comprising this Site are also copyrighted works.

By posting content to the Site, you automatically grant us the right to use, copy, modify, adapt or publish the content that you post, including for purposes of advertising and publicity on the Site and elsewhere. You agree that we are under no obligation to pay you for your posting. By your posting, you receive consideration in terms of the publication of your post and the goodwill surrounding your content.

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit or otherwise make available on Our Site ("Your Content"). You certify that you own all intellectual property rights in Your Content. You hereby grant Us, Our affiliates and Our worldwide partners an irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on Our Site, (ii) distributing Your Content either electronically or via other media, to Users seeking to download or otherwise acquiring it and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium or technology now known or later developed, including print publication. By posting on this site, you agree to formally execute any additional documents or agreements necessary to transfer and/or license your rights to Us, should it become necessary.

#### Accuracy

Our Site contains content that We create as well as content provided by third parties. We do not guarantee the accuracy, the integrity or the quality of the content on Our Site and you may not rely on any of this content. Without limitation, We are not responsible for postings by Users in the Communities, feedback, Comments or Guest Book sections of Our Site.

By viewing the Site content, you agree that all content on Our Site is the responsibility of the person from which the content originated. You agree that neither We nor Our sponsors or affiliates are responsible for any content that you or another user personally posts or uploads. We do not control any content posted on the boards and do not guarantee the truthfulness or quality of any content. You agree that while using the Site, you may be exposed to content that is offensive or objectionable and that you will in no way hold Us nor Our sponsors or affiliates liable in any way, shape or form for any harm or loss that may come to you or others as a result of viewing this content.

### Offensive Content

You may be exposed to content that you find offensive, indecent or objectionable or that is inaccurate and you bear all risks associated with either viewing or using that content. Following Our notification in writing of the existence of such purported objectionable content, we have the right, but not the obligation, to remove any content that may, in Our sole discretion, violate these Terms or that is otherwise objectionable.

We are not responsible for screening content before it is posted.

**Site Security And Conduct.** Any Material We upload to this Site will be accessible to all Users of the Site ("Users"). We have incorporated all reasonable and commercially available measures to protect the Site from unauthorized access. Any unauthorized commercial use of the Site is expressly prohibited. You agree to comply with all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your User ID, password (if any), and e-mail address. To the extent there is any password for the site, you must protect the confidentiality of your password and you must change your password periodically. You are also responsible for the acts or omissions of any individual to whom you grant access--either intentionally or unintentionally--by sharing your User ID or password. Further, by way of example and not as a limitation, you agree not to:

1. Use the Site in connection with chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
2. Harvest or otherwise collect information about others, including e-mail addresses, without their prior written consent;
3. Create a false identity or forged e-mail address or header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
4. Transmit through the Site any materials that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
5. Transmit any material that contains viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots, netbots or any other harmful or deleterious programs or scripts;
6. Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Site;
7. Interfere with or disrupt networks connected to the Site or violate the regulations, policies or procedures of such networks;
8. Attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through password mining or any other means;
9. Interfere with another User's use and enjoyment of the Site; or
10. Use or attempt to use the Site to connect to any site that has been identified by the United States Government as a terror organization or recruiting site for any such terrorist organization.

**System and Network Security.** Violations of system or network security are prohibited and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Site. You are solely responsible for any breaches of security affecting the servers under your control.

**Intellectual Property Rights.** The Site is protected to the maximum extent permitted by copyright and trademark laws and international treaties. The Content of this Site and related pages is Our copyrighted property. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Site. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Site.

**Notification of Claims of Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have been otherwise violated, please notify Our agent for notice of claims of copyright or other intellectual property infringement at: [info@eastpointervresort.com](mailto:info@eastpointervresort.com) with a copy to [jroberts@fraserlawfirm.com](mailto:jroberts@fraserlawfirm.com).

Please provide the following information:

1. Identify the Material on the Site that you claim is infringing in sufficient detail so that We can find it;
2. Include the specific statement that you have a good faith belief that the disputed use you have identified is not authorized by the copyright owner, its agent or the law;
3. Include the specific statement in which you declare, under penalty of perjury, that: (a) the information you have provided is accurate and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
4. Your address, telephone number and email address; and
5. Your physical or electronic signature.

To the extent applicable, we will remove the infringing content according to the procedures outlined in the Digital Millennium Copyright Act of 1998.

**Representations.** You represent and warrant that you will not hold Us responsible for the quality, safety or accuracy of the Materials on the Site. We provide no warranty or guarantee regarding the accuracy, timeliness, performance, completeness or suitability of the information and Materials found or offered on this Site for any purposes. You acknowledge that such information and Materials may contain inaccuracies or errors and We expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. If you are aware of any relevant errors, inaccuracies or discrepancies, including pricing discrepancies please alert Us at [info@eastpointervresort.com](mailto:info@eastpointervresort.com).

**Disclaimer of Warranty.** WE SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES: (i) FOR THE

SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE SITE AND INFORMATION AND MATERIALS ON THIS SITE; (ii) FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR SITE OR ACCESSED THROUGH ANY LINKS ON OUR SITE; OR (iii) FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SITE. YOU USE ANY INFORMATION OR MATERIALS ON THIS WEBSITE ENTIRELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE THROUGH THIS SITE MEET YOUR SPECIFIC REQUIREMENTS. THIS SITE IS PRESENTED "AS IS" WITH ALL FAULTS. YOU USE THE INFORMATION ON AND USE PRODUCTS AND SERVICES ADVERTISED OR DISCUSSED ON OUR SITE AT YOUR OWN RISK.

**Links to Other Websites.** The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that We endorse these third-party sites or any materials they contain. Of course We do not control and thus are not responsible for, the availability, accuracy, privacy policy or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

**Affiliate Disclosure.** Eastpointe RV Resort LLC allows RVING IS BEING LLC to use affiliate links to RVshare.com, meaning if you go through them to make a purchase, RVING IS BEING LLC will earn a commission at absolutely no extra cost to you.

**Indemnity.** You agree to indemnify and hold Us, Our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers and employees, harmless from all claims or demands, including reasonable attorney fees and court costs, made by any third party due to or arising out of materials you submit, post or make available through the Site, your use of the Site, your violation of the Terms, your breach of any of the representations and warranties in these Terms or your violation of any rights of another person or entity.

**Governing Law.** You further consent that this Agreement is governed by and shall be construed in accordance with the domestic internal laws of the State of Michigan, U.S.A. without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Michigan for any disputes arising out the use of this Site.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter that it describes. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the information it covers.

If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement. Any remaining provisions of the Agreement will continue to be enforced with full effect.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF (OR INABILITY TO USE) THE SITE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, FROM INABILITY TO USE THE SITE OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR TERMINATION OF THE SITE, OR ANY OTHER CAUSES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS YOU RECEIVE THROUGH OR THAT ARE



ADVERTISED IN CONNECTION WITH OR ON THIS SITE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR ANY LINKS ON THE SITE. ALL USERS CANNOT RELY ON THIS SITE FOR LEGAL, TAX, DRIVING, VEHICLE OPERATION, VEHICLE MAINTENANCE, OR OTHER ADVICE AND YOU AGREE THAT WE ARE NOT PROVIDING ANY SUCH ADVICE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED AND SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**Consequences of Violation of Terms.** We may, without prior notice to you, immediately suspend and/or terminate your access to the Site or remove any materials transmitted via the Site if We discover facts that lead Us to believe the Site is being used in violation of these Terms. You agree to cooperate with Our investigation of any suspected violation of these Terms. We may attempt to contact you prior to your suspension and/or termination; however, prior notification is not required.

## **PRIVACY POLICY**

Eastpointe RV Resort LLC is referred to in this Privacy Policy as "We," "Our" and/or "Us".

1. What Information Do We Gather?
2. What Do We Do With the Information We Collect?
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4. How Do We Protect the Personal/Information We Collect?
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### **1. What Information Do We Gather?**

When you visit Our Website and Portal ("Site"), We may gather the information necessary to identify your needs and to provide you or Us with better service. Through your use of the Site or registration as a new

User (as defined in Our Terms Of Service), We may request personal information including, but not limited to:

- Name, company and job title
- Contact information including email address and cell phone number
- Demographic information including postal code, product preferences and interests
- Internet Protocol ("IP") Address and other persistent identifiers
- Other information relevant to customer surveys and offers
- If you become a registered User or if you conduct transactions through this website, We may, and we reserve the right to collect information about the transactions you engage in while on the website and your other activity on the Site. This information may include, without limitation, areas of the website that you visit, transaction type, content that you view, download or submit, transaction amount, payment, billing and shipping (i.e., address) information as well as the nature, quantity and price of the goods or services you exchange and the individuals or entities with whom you communicate or transact business.

Some of this information, including name, company and contact information, will only be collected if you voluntarily provide it during the User registration process. We may also track information such as the domain name and the name of the web page from which you entered Our Site and how much time you spend on each of Our pages. We collect information that is combined with other web visitors' information, such as how many times visitors click on each web page and the methods by which Our Site was found. We may collect IP addresses and website usage information from you when you visit Our Site via the use of "cookies." An IP address is a number that is assigned to your computer when you are using your browser on the Internet. We and/or the Site may employ web service analytics (such as Google Analytics) that tracks site users and reports on things such as website traffic and growth.)

A cookie is a small file that is stored on the hard drive of your computer ready for future access when you return to Our Site. We may and we reserve the right to use cookies to deliver web content specific to you and to keep track of your online order activity. Cookies cannot pass viruses, harm your computer or pass on private information such as an email address without the computer user's intervention. Cookies contain session identification numbers that allow Our systems to recall previous sessions for authentication efforts and assemble information from Our gathered data. You can configure your computer's browser to alert you when a site is attempting to send you a cookie and allow you to accept or refuse the cookie. Further information on how to prevent cookies from being stored on your device can be found on [allaboutcookies.org](http://allaboutcookies.org) under the 'manage cookies' section. Alternatively, you can access further information by going to the help menu within your internet browser. To opt out of being tracked by Google Analytics across all websites visit [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout).

## **2. What Do We Do With the Personal Information We Collect?**

You will, or you may be asked to provide personal information in certain fields on this Site that allow you to be able to use Our Site. The personal information We collect is used only for the purpose We state at the time of collection or for purposes contained below. We will not transfer or sell your information to other websites or companies except as otherwise specified.

For example, Our uses may include, but are not limited to, the following:

- We may use your email address to contact you about new features on the Site, to provide you with other information that is relevant to your use of the Site, to send you blog updates that you have requested, or to otherwise do business between You and Us.
- We may use your information for internal record keeping purposes related to purchases and transactions.
- We or Our affiliates may periodically send you promotional emails about new products, special offers or other information which We believe may be of interest using the email address provided.
- From time to time, We may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use your information to customize the website according to your interests.
- We may disclose your information to implement and enforce Our Terms Of Service.
- We may disclose your information to respond to subpoenas, judicial processes or government requests or investigations.
- We may use your information to protect the security of Our Site, servers, network systems and databases or to protect Our Users and affiliates against actual or potential liability or harm.

To the extent that We collect certain demographic information about you, We may use this information in Our market research. We will not use your personally identifiable information, however, to send commercial or marketing messages to you unless We have your continued consent for which you will have the ability to opt out by sending an email to [info@eastpointervresort.com](mailto:info@eastpointervresort.com).

This Site does not collect personally identifiable information when you browse the Site and request pages from Our servers unless you voluntarily and knowingly provide such information to Us. It only collects generalized information if you do not log in or provide identifying information. This means that We will not know your name, your email address or any other personally identifiable information just because you browse the Site unless you:

- Access the Site from a link in an email that We have sent to you;
- Created a profile and you either log-in to your account or choose to be remembered via your cookie or your web-enabled mobile device.

In these cases We will know who you are based on the information you previously supplied to Us. When you request a page from Our Site, Our servers log the information provided in the HTrP request header including the IP number, the time of the request, the URL of your request and other information that is provided in the HTTP header. We collect the HTTP request header information in order to make Our Site function correctly and provide you the functionality that you expect to see. We also use this information to personalize content presented to you, better understand how visitors use Our Site and how We can better tune it, its contents and functionality to meet your needs. We only use your personally identifiable information for those activities listed at the time you submit your information to Us. For example, if you provide Us with an email to inform you of special events, then that is what We will use your email address to do. If We would like to use your personally identifiable information for an unrelated activity. We will first request your consent to do so.

### **3. Who Can Use the Information We Collect and How?**

We may provide your information to third parties or third parties may collect information from you on Our behalf if We have contracted with that third party to provide some part of the information or service that you have requested. Other than those who act on Our behalf and except as explained in this Privacy Policy, information you provide at this Site will not be transferred to unrelated third parties, unless We have your permission to do so. However, please note that personal information provided to this Site is subject to disclosure pursuant to judicial or other government subpoenas, warrants or orders. We will only provide this information after approximately two weeks following receipt of a valid subpoena or other legal process in a civil case. In addition, if we transfer the Site to another entity owned or controlled by members or shareholders that own or control 50% or more of Eastpointe RV Resort LLC, we reserve the right to transfer all information we have acquired about You to the new Company.

### **4. How Do We Protect the Personal Information We Collect?**

Your privacy and the security of your personal information are important to Us. We maintain and protect the security of your personal information. We shall employ reasonable means to secure the information We collect online, prevent unauthorized access, maintain data accuracy and ensure only appropriate use of information. We established appropriate physical, electronic and management safeguards. We require User names and passwords to access sensitive data. We will not will use industry standard encryption methods to protect your data transmission. We will also use tools such as Wordfence and Trend Micro to protect information.

### **5. How Do You Opt-out of Personal Information Sharing with Our Business Partners?**

We may use third party analytics vendors to evaluate and provide Us with information about the use of Our Site and viewing of Our content. Some of the information you see on Our Site may be customized based on automated predictions about your interests, which predictions are generated from your visits over time and across different websites, using tools such as Google Analytics. This information allows Us to create content of greater interest to you and can also be used to serve ads based on your past visits to Our Site. Note that you can opt out of a third party vendor's use of cookies, including use by Google, by visiting the Network Advertising Initiative opt-out page at [optout.networkadvertising.org/?c=1](http://optout.networkadvertising.org/?c=1).

For more information about how targeted Network Advertising works, please visit: [www.youradchoices.com](http://www.youradchoices.com) or [networkadvertising.org/understanding-online-advertising/](http://networkadvertising.org/understanding-online-advertising/).

You may opt-out of third party targeted advertising or analytics in two ways: 1) By directly notifying a Network Advertising service provider via its opt-out tools (Please see above) or 2) using your browser's Do Not Track (DNT) settings to indicate that you do not wish to receive targeted advertising based on your overall internet usage. For more information about DNT and how it works, please visit the Future of Privacy Forum's website: [allaboutdnt.com/](http://allaboutdnt.com/).

We will make a reasonable effort to honor your DNT browser settings for opting out of receiving targeted third party advertising based on your overall Internet usage. Please note that various browsers frequently update technology or change their settings and business practices without advance notice and We may not have the latest information on how to honor your preferences. If you exercise either opt-out option, the cookie opt-out, or the browser opt-out, you will continue to receive advertising, but such advertising may not relate to your specific interests, previous purchases or search history.

However, you cannot opt-out of Our contextual analytics and advertising, which is based on your usage of only Our Site. We will continue to serve you contextual advertising. We will also continue to monitor your usage and search or transaction history to provide Us with analytics on how well Our Site, features and activities are functioning and used. We will also share this information in an aggregated form (meaning that no one individual person can be identified) within Our company. You can also opt out of Our marketing emails at any time by contacting Us at [info@eastpointervresort.com](mailto:info@eastpointervresort.com) or by contacting Us by U.S. Mail, Eastpointe RV Resort LLC, 200 North Beechtree Street, Grand Haven, MI 49417.

#### **6. How Do You Correct and Update Your Personal Information?**

You can change or correct your account information at any time. Just send an email with your old information and your corrections to [info@eastpointervresort.com](mailto:info@eastpointervresort.com) with "Correction" in the subject line.

#### **7. What is Our Privacy and Use Policy If You Are Under 18 Years of Age?**

We understand the importance of protecting the privacy of all individuals, especially the very young. Our Site is intended for United States audiences consisting of people who are at least 18 years old. This site is not intended for or designed to attract those under 18 years of age. Logging onto, subscribing to, commenting on, blogging on or making purchases on Our Site is restricted to adults who are 18 years of age or older. This Site does not collect, maintain or exploit the personal information of anyone we know to be under 18 years old. By your use of Our Site you are affirming that you are 18 years of age or older.

#### **8. What Happens When You Link to a Third-Party Web Site?**

If you click on a link and go to another site, you will be subject to that website's privacy policy. We encourage you to carefully read the posted privacy policy statement at all other websites before either visiting such site or submitting any personal information.

#### **9. What Happens When We Update Our Privacy Policy?**

We may on occasion update Our Privacy Policy. Your acceptance of any changes to this Privacy Policy is indicated by your continued use of Our Site. If We make any material changes to Our Privacy Policy, We will post a notice about the change at a prominent location on Our Site. We encourage you to periodically review Our Site and this Privacy Policy for any changes.

#### **10. What Happens If We Sell Our Business?**

While We do not anticipate it, every business should plan for the possibility that it might sell certain or all of its assets to another company or individual or that it might buy certain assets of another company or individual. If all or part of the company is sold, merged or otherwise transferred to another entity, the personal information you have provided to Us may be transferred as part of that transaction.

#### **11. Your California Privacy Rights**

If you are a California resident and have an established business relationship with Us and want to receive information about how to exercise your third party disclosure choices, you must send a request to the following address with a preference on how Our response to your request should be sent (email or postal mail). You may contact Us in two ways. Send email to [info@eastpointervresort.com](mailto:info@eastpointervresort.com).

Alternatively, you may contact Us at:

Eastpointe RV Resort LLC  
200 North Beechtree Street  
Grand Haven MI, 49417

Attn: Your California Privacy Rights c/o  
Privacy Administrator

**For requests sent via email, you must put the statement "Your California Privacy Rights" in the subject field of your email. All requests sent via postal mail must be labeled "Your California Privacy Rights" on the envelope or post card and clearly stated on the actual request.** For all requests, please include your name, street address, city, state and zip code. (Your street address is optional if you wish to receive a response to your request via email. Please include your zip code for Our own recordkeeping.) We will not accept requests via the telephone or by facsimile. We are not responsible for responding to notices that are not labeled or not sent properly or do not have complete information.

If you are a California resident under the age of 18 and a registered User of any Site where this Privacy Policy is posted, California Business and Professions Code Section 22581 permits you request and obtain removal of content or information you have publicly posted. To make such a request, please send an email with a detailed description of the specific content or information to [info@eastpointervresort.com](mailto:info@eastpointervresort.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

#### **12. What If You Have Questions?**

If you have questions or concerns regarding this statement, you should first contact us via email at [info@eastpointervresort.com](mailto:info@eastpointervresort.com).