

Terms of Use

TERMS AND CONDITIONS OF USE OF THIS WEBSITE (“Terms and Conditions”)

YOUR USE OF THIS WEBSITE (“SITE”) IS GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS SITE, YOU AGREE TO THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS, YOU MAY NOT USE THIS SITE.

OWNERSHIP. The Site is owned and operated by Sin City VIP, LLC (“Sin City VIP”). The mailing address for Sin City VIP, LLC is 7472 W. Sahara, Suite 102, Las Vegas, Nevada 89117.

SERVICES. Sin City VIP may offer to provide certain products and services (collectively “Services”) which are selected by you through the Site. These Services cannot be resold. Sin City VIP may change, suspend or discontinue the Services, or any part thereof, at any time. Sin City VIP may also limit or restrict certain features without notice or liability. Sin City VIP reserves the right to update or modify the Terms and Conditions at any time without prior notice. Your use of the Site is subject to the then current Terms and Conditions. Therefore, you should continually review these Terms and Conditions.

You certify to Sin City VIP that you are legally permitted to use the Services and access the Site, and take full responsibility for the selection and use of the Services and access of the Site and waive any defense of minority, illegality, impossibility or unavailability to use the Services you select. This Agreement is void where prohibited by law and you may not use this Site in any such jurisdictions.

You shall be responsible for any equipment or other services needed to access the Site. Access to the Site is not guaranteed, and voluntary or involuntary interruptions may occur. Sin City VIP assumes no liability for any such delay or interruption.

CONTENT. The Site and its contents are intended solely for the use of Sin City VIP users and are subject to the terms of this Agreement. All materials, including text, graphics, logos, articles, photographs, images, illustrations, audio clips and video clips (collectively “Content”) are copyrighted and are subject to all copyright notices, information, and restrictions contained in the Content.

The Site is protected by copyright pursuant to copyright laws. Except as specifically provided in these Terms and Conditions, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content, and other items displayed on the Site for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content. Copying, using or storing any Content for other than personal, noncommercial use is prohibited without prior written consent of Sin City VIP, or from the copyright holder, which consent may be granted or withheld in Sin City VIP’s or the copyright holder’s sole and absolute discretion.

RESTRICTIONS. You are responsible for all of your activity in connection with the Services and accessing the Site. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to Services or to access the Site. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user.

You are expressly prohibited from using the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including any material that is deemed threatening or obscene, or engage in any kind of illegal activity. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Site. You further agree to refrain from making any attempt to harvest or otherwise collect or compile information about others, including e-mail addresses or personal data, without their consent.

SUBMISSIONS. You are welcome to submit comments, feedback, notes, messages, ideas, suggestions or other communications regarding the Site (collectively "User Submissions"); however, you hereby grant Sin City VIP, or its nominee or assignee, a perpetual, worldwide, irrevocable, unrestricted, nonexclusive, royalty-free right and license to use, copy, display, license, sublicense, adapt, distribute, publicly perform, publish, transmit, modify, edit, translate, and otherwise exploit such User Submissions, in all media now known or hereafter developed. You hereby waive any claim against Sin City VIP for any alleged or actual infringement of any intellectual property or other proprietary rights, rights of privacy or publicity, moral rights, or rights of attribution in connection with any such User Submissions.

You agree to submit only User Submissions that are proper, lawful, and related to the purposes of the Site. You agree that you will not, and will not permit others to, submit any User Submissions that: (i) infringe any intellectual property, privacy, or publicity rights of a third party; (ii) are obscene, vulgar, profane, defamatory, threatening, harassing, abusive, hateful, or embarrassing to a third party; (iii) constitute, or encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law; (iv) contain a virus or other harmful component; (v) constitute or contain false or misleading indications of origin, statements of fact, or impersonations of another person or entity; (vi) constitute commercial advertising or solicitation; (vii) disrupt activity on the Site; or (viii) constitute chain letters, pyramid schemes, virus hoaxes, false alarm messages, "spam," or similar material.

WARRANTY DISCLAIMER. You acknowledge that Sin City VIP has no relationship with or fiduciary duty to you. Sin City VIP has no control over, nor do they have any duty to take any action regarding: (a) users who gain access to the Site; or (b) Content you access on the Site. You hereby release Sin City VIP from all liability related to or arising from the Site, including Content you may or not have acquired through the Site. The Site may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Sin City VIP makes no representations concerning any Content contained in or accessed through the Site, and Sin City VIP will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site.

THE SERVICES, CONTENT, SITE AND ANY RELATED PROGRAMS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IF YOU LIVE IN A STATE THAT DOES NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES.

ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§ 2701-2711).

Sin City VIP makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any web site linked to the Site. Sin City VIP will not be liable for the privacy of e-mail addresses, registration or identification information, communications, confidential or trade-secret information, or any other Content stored on Sin City VIP's servers, equipment, transmitted over networks accessed by the Site, or otherwise arising from or related to your use of the Services.

REGISTRATION AND SECURITY. You may be asked to register with Sin City VIP and select a password and user name ("User ID"). Whether or not you are asked to register, you shall provide Sin City VIP with accurate, complete, and updated information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You may not select or use as a User ID an alias with the intent to impersonate that person or without that person's authorization. Sin City VIP reserves the right to refuse or cancel any registration or User ID in its sole and absolute discretion. You shall be responsible for maintaining the confidentiality of your User ID and password.

INDEMNITY. You agree to defend, indemnify and hold harmless Sin City VIP, its affiliated companies and their respective members, managers, officers, directors, shareholders, employees and agents, from and against any claim, action, demand, damage, loss, liability, fee, fine, cost, or expense, including, without limitation, reasonable legal fees, resulting from or arising out of your breach of these Terms and Conditions, your use of the Site, User Submissions or your use of any information obtained from the Site or any Content.

LIMITATION OF LIABILITY. Under no circumstances shall Sin City VIP, its affiliates or any of their members, managers, employees, directors, officers, agents, vendors or suppliers be liable for any direct or indirect losses or damages arising out of or in connection with the use of or inability to use the Site. This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income or profits), whether by statute, law or in contract, negligence or other tortious action, even if an authorized representative of Sin City VIP or its affiliates knew or should have known of the possibility of such damages. If you are dissatisfied with the Site or any content on the Site, or with the Terms and Conditions, your sole and exclusive remedy is to discontinue using the Site. You acknowledge, by your use of the Site, that your use of the Site is at your sole risk. This limitation of liability may be limited by applicable law. If any part of this limitation of liability is found to be invalid, inapplicable or unenforceable for any reason, then the aggregate liability of Sin City VIP and its affiliates in such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

The carriers, hotels, casinos, entertainment providers and other suppliers providing services for Sin City VIP are independent contractors and not agents or employees of Sin City VIP or its affiliates. Sin City VIP and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such supplier or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Sin City VIP and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their immediate and direct control. Sin City VIP and its affiliates have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

FEES AND PAYMENT. Some of the Services require payment of fees. You shall pay all applicable fees, as described on the Site in connection with such Services selected by you. Sin City VIP reserves the right to establish or change its prices or charges at any time.

RATES, TAXES AND FEES. Rates are or include pre-negotiated fees plus an additional fee Sin City VIP charges for its services. Applicable taxes and fees are added as incurred or as required by law. Sin City VIP pays any applicable taxes to the respective vendor or supplier, it does not pay any taxes to the applicable taxing authorities.

LINKS. This Site contains links to other web sites, which are provided solely as a convenience to you. If you decide to access these other web sites, you do so solely at your own risk.

ATTORNEY'S FEES. If Sin City VIP or its affiliates take any action to enforce this Agreement and these terms and conditions, in addition to any other relief, at law or in equity, Sin City VIP will be entitled to recover from you its reasonable attorneys' fees and any costs of litigation.

INJUNCTIVE RELIEF. A violation or attempted violation of these Terms and Conditions will cause irreparable damage to Sin City VIP, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Sin City VIP shall be entitled as a matter of law to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of the Terms and Conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses (including attorneys' fees and costs) sustained or incurred by Sin City VIP in obtaining such an injunction. You agree that no bond or security shall be required in to obtain such injunction.

TERMINATION. Sin City VIP may terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if you breach any of the Terms and Conditions. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership, warranty disclaimer and limitations of liability provisions.

TRAVEL AGENT Sin City VIP is a Nevada Registered Travel Agent Registration No. T07-00932.

NOTIFICATION AND CONTACT INFORMATION. You agree that Sin City VIP may contact you via any electronic means, including posting on the Site or electronic mail. You should contact Customer Service if you have any questions or concerns about these Terms and Conditions or if you need further assistance.

By Mail: Sin City VIP, LLC 7472 W. Sahara Avenue, Suite 102, Las Vegas, NV 89117
E-mail contact: service@sincityvip.com
Telephone contact: (702) 576-7111
Fax: (702) 750-1717

MISCELLANEOUS. The failure of either party to exercise any right provided herein shall not constitute a waiver of any rights. Sin City VIP shall not be liable for any failure when such failure results from any cause beyond Sin City VIP's control, including, mechanical, electronic or communications failures or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be enforced to the fullest extent possible and any tribunal shall have the power to reform any invalid or unenforceable provision to make such provision enforceable and the remainder of these Terms and Conditions shall remain in full force and effect. None of the Services or any agreement arising therefrom is assignable or transferable except with Sin City VIP's prior written consent, which may be conditioned, granted or withheld in Sin City VIP's sole discretion. This Agreement shall be governed by and construed in accordance with the laws of Nevada without regard to the conflict of laws provisions thereof. Both parties agree that this Agreement is the mutual, complete and exclusive understanding of the parties and supersedes all previous written and oral agreements, communications and other understandings relating to the subject matter thereof. All modifications must be in a writing signed by both parties, except as otherwise provided herein.