

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (“**Terms of Sale**”) constitute the agreement between you and UZ GROUP INC. (referred to as “**UZ Group**”, “**Us**”, “**We**” or “**Our**”, in upper or lower case) regarding your purchase of our services of providing temporary lodging accommodations (referred to individually and collectively as the “**Service**” or “**Services**”). UZ Group is a Florida corporation with offices at 349 Oak Street, Hollywood, Florida 33019.

PLEASE READ THESE TERMS OF SALE CAREFULLY. THEY CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

BY PURCHASING OUR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU AGREE TO THESE TERMS OF SALE. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE OR IF YOU DO NOT AGREE TO THESE TERMS OF SALE, YOU ARE PROHIBITED FROM PURCHASING OUR SERVICES. ANY CONTINUED USE OF THIS WEBSITE (www.uzplaces.com) (THE “**WEBSITE**”) IS UNAUTHORIZED.

YOU SHOULD ALSO CAREFULLY REVIEW OUR PRIVACY POLICY BEFORE SHARING ANY INFORMATION WITH US.

THESE TERMS OF SALE ARE SUBJECT TO CHANGE BY UZ GROUP WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN OUR SOLE DISCRETION. THE LATEST VERSION OF THE TERMS OF SALE WILL BE POSTED ON THIS WEBSITE, AND YOU SHOULD REVIEW THESE TERMS OF SALE PRIOR TO MAKING ANY PURCHASE THROUGH THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE SIGNIFIES YOUR ACCEPTANCE OF THE MODIFIED TERMS OF SALE.

1. **Payment Terms and Taxes**. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of a reservation or order.

We accept credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the posted prices or such lower price as may be accepted by us, including all applicable taxes, if any.

All purchases must be prepaid in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in products for which payment has not been received in full, which interest shall remain in force until the full purchase price (including taxes and additional charges) has been paid.

The payment includes taxes and fees, but excludes incidental accommodation charges (such as food, beverages, parking, phone calls, room service, etc.) that are charged separately by the property owner/manager. The payment also excludes travel fees and surcharges (such as airport transfers and airport taxes, etc.).

We may ask you to pay through a third party payment service, in which case the use of such payment service shall be subject to the terms and conditions of the third party service provider (in addition to these Terms of Sale).

2. **Reservation Acceptance and Cancellation**. Your receipt of an initial electronic or other form of confirmation of receipt of your reservation does not signify our acceptance of your reservation, nor does it constitute confirmation of our offer to reserve the lodging for you. We reserve the right at any time after receipt of your reservation to accept, decline, or limit your reservation for any reason, whether or not your credit card has been charged. Your reservation is not confirmed until we send to you written confirmation that your reservation has been accepted. If we are unable to confirm the acceptance of your reservation within a reasonable period, we may try to re-accommodate you at an alternative property. You must respond to our re-accommodation proposal within 48 hours or we will consider the proposal rejected. If your credit card has been charged and we do not confirm our acceptance of your reservation, you will receive a prompt credit to your account.

Reservation confirmations are issued only in your name. A reserved property may be used only by you and accompanying guests. Separate terms and conditions of use may apply for each reserved property. You are responsible for the acts and omissions of you and your guests occupying the reserved property, including any loss or damage to the reserved property.

You may cancel your reservation at any time, subject to applicable penalties. If you cancel your reservation sixty (60) days or more in advance of your check-in date, you will be refunded your purchase price, minus a cancellation fee of ten percent (10%) of the purchase price plus any applicable bank transfer fees. If you cancel your reservation less than sixty (60) but more than thirty (30) days prior to your check-in date, you will be refunded your purchase price, minus a cancellation fee of fifty percent (50%) of the purchase price plus any applicable bank transfer fees and any penalties that may be applied by the property owner/manager. If you cancel your reservation thirty (30) days or less prior to your check-in date, one hundred percent (100%) of your payment shall be considered non-refundable. A "day" is a complete 24 hour period. No refunds will be made for unused nights resulting from delayed check-in or early check-out. Insurance protection may be available to you from third party providers to cover contingencies whereby you are not able to use the property as reserved. For more information on our Cancellation Policy, see Section 6 below.

If you provide reasonable advance notice to us, we will try to accommodate any changes that you may request with respect to your reservation. However, no reservation of a property may be changed less than 15 days prior to the date of check-in.

We make every effort to maintain the availability of our Website. However, should we experience technical difficulties, we are not responsible for reservations that are not processed or accepted.

3. **Changes in Services and Pricing**. We are constantly updating and revising our offerings of Services, and we may discontinue Services at any time without notice. To the extent

that we provide information on availability of Services, you should not rely on such information, and we will not be liable for any lack of availability of Services that you may order through our Website.

All pricing for the Services available on our Website is subject to change. For all of our Services and prices, we reserve the right to make adjustments due to changing market conditions, Service discontinuation, third party price changes, property availability, errors in advertisements and other extenuating circumstances.

4. **Advertising Disclaimer and Trademarks.** The descriptions of products and services of third parties are the representations of our suppliers. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising or delivery errors.

In the event that a Service is listed at an incorrect price or with incorrect information due to a typographical error or to an error in pricing or information received from our suppliers, we shall have the right to refuse or cancel any reservations listed at the incorrect price or with incorrect information. We shall have the right to refuse or cancel any such reservations whether or not the reservation has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and we cancel your reservation, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to Services available through our Website are the sole property of their respective owners. Photographs are courtesy of the respective manufacturers, homeowners or service providers.

5. **Disclaimer and Limitation of Liability.** You understand that the Services depend on third party intervention, which we cannot control. Our responsibility for defects relating to the Services available on our Website is limited to the procedures described in our cancellation policy set forth below. ALL PRODUCTS AND SERVICES AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE PRODUCTS AND SERVICES AVAILABLE ON THIS WEBSITE WILL MEET YOUR REQUIREMENTS; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE ACCEPTABLE, EFFECTIVE, ACCURATE OR RELIABLE; OR (C) THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL UZ GROUP OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "**AFFILIATES**") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AND SERVICES MADE AVAILABLE AND/OR PURCHASED THROUGH THIS WEBSITE. NO EMPLOYEE OR REPRESENTATIVE OF UZ GROUP IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES MADE AVAILABLE OR PURCHASED ON OUR WEBSITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE PURCHASED THROUGH OUR WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

6. **Return Policy.** While we do not offer any warranties with respect to the Services, we are committed to working with you to ensure that the Services conform to their published specifications. If, for whatever reason, we are unable to perform the Services for you in substantial conformity with our published specifications, we will return your payments for such Services; provided, however, that notify us within 30 days after the check-out date specified in your reservation. To notify us, you must call 305-767-2038 or 754-816-7520 or e-mail our Customer Service Department at customer.service@uzplaces.com to obtain a Cancellation Authorization (CA) number. NO return will be processed without a CA number. For faster service, please have the following information on hand when calling for a CA number: customer name, invoice or order number, and specific reason for the cancellation request.

Questions regarding our return policy should be addressed via e-mail to customer.service@uzplaces.com or by regular mail to UZ Group Inc. at 349 Oak Street, Hollywood, Florida 33019, Attention: Customer Service Department. These policies set forth your sole and exclusive remedy with respect to any defect in the Services.

Encryption. Your browser and our secure server encrypt financial information during transmission in an attempt to protect such information. We guarantee the safety of your credit

card information in the following manner: if any unauthorized use of your credit card occurs as a result of your credit card purchase on our Website, simply notify your credit card provider in accordance with its reporting rules and procedures. If, through no fault of your own, your credit card company finds credit card fraud but does not waive your entire liability for unauthorized charges, we will reimburse you for the remaining liability up to a maximum of \$50.00. This guarantee applies to purchases made using the following secure server:
<https://checkout.google.com/termsOfService?type=Seller>.

You can always order by telephone. Call us at 305-767-2038 or 754-816-7520 within the United States and Canada. We cannot accept orders from outside the United States or Canada. No matter how you place your order with us, we want you to have a comfortable buying experience.

7. **Privacy.** We are committed to protecting your privacy. To make your purchase experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies intended to prevent unauthorized use of your personal information. See our Privacy Policy.

8. **Force Majeure.** In addition to any excuse provided by applicable law, and notwithstanding anything to the contrary set forth in these Terms of Sale or elsewhere, we shall be excused from liability for any defect or non-delivery of the Services arising from or in connection with any event beyond our reasonable control, whether or not foreseeable by us, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

9. **Entire Agreement.** These Terms of Sale constitute the entire agreement and understanding between us concerning the purchase of Services. You may not alter, supplement or amended these Terms of Sale unless we agree in writing signed by an authorized representative of UZ Group. To the extent these Terms of Sale conflict with any statement or agreement posted on this Website, these Terms of Sale shall take precedence with respect to the purchase of the Services.

10. **Choice of Law and Forum.** This Website (excluding any linked websites) is controlled by us from our offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this Website you agree that these Terms of Sale and all matters relating to the Website, including without limitation the use of this Website and the purchase of products and services available through this Website, shall be governed by the laws of the State of Florida, USA, without regard to its conflict of laws provisions and comity. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be determined by arbitration as governed by and interpreted under the internal laws (as opposed to conflicts of laws provisions) of the State of Florida, and the Federal Arbitration Act, administered by the American Arbitration Association under its Commercial Arbitration Rules (or, if the parties are domiciled in different countries, its International Arbitration Rules) in effect at such time and agree to execute any and all paperwork necessary to

effectuate same; provided, however, that either party may request and obtain preliminary injunctive relief pursuant to the applicable law (pending and subject to the arbitration award). All arbitration hearings shall be conducted in the English language and shall be held in Miami-Dade County, Florida, U.S.A., by a single arbitrator who, at the request of either party, shall provide a written reasoned opinion. The award of the arbitrator shall be final and binding and judgment thereon may be entered by a court of competent jurisdiction. Should any provision, section or part of the Agreement or this arbitration agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, that element of the Agreement or this arbitration agreement may be severed and shall not affect the validity or enforceability of the remaining portions of the Agreement or this arbitration agreement in that jurisdiction and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In legal proceedings instituted to enforce this Agreement and/or this arbitration agreement, the party who prevails in such proceedings shall be entitled to the award of its reasonable attorney's fees and dispute resolution costs, plus fees and costs incurred by it in executing and/or collecting any judgment, at all trial and appellate levels. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended from time to time, are excluded from application to this Agreement.

11. **Restrictions on Use.** WE MAKE NO REPRESENTATION THAT THE PRODUCTS AND SERVICES AVAILABLE THROUGH OUR WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OUTSIDE OF THE UNITED STATES, AND ACCESSING THEM FROM TERRITORIES WHERE SUCH PRODUCTS AND SERVICES ARE ILLEGAL IS PROHIBITED. THOSE WHO CHOOSE TO ACCESS THIS WEBSITE FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

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