

Holiday Harbor Marinas

241 Watchorn Walk, Berth 34

San Pedro, California 90731

Office: (310) 833-4468, Fax (310) 833-2860

www.Holidayharborcm.com



Account Access Terms & Conditions

These Terms and Conditions cover Holiday Harbor – Cabrillo Marina and Holiday Harbor – Wilmington, collectively Holiday Harbor Marinas. You may use Holiday Harbor Marina's (HHM) Account Access offered through HHM's online Account Access service system, only if you are a customer of HHM, properly register a user name and password, and agree to these Terms and Conditions.

- 1. General.** HHM currently offers Account Access through its online Account Access service system. HHM's Online Account Access service ("Account Access") allows you to view your HHM bill via the Internet and allows you to pay your HHM bill via the Internet. By accepting below or otherwise using Account Access you represent that you are the customer of record for the HHM customer account or service account that you are enrolling in or that is enrolled in Account Access. HHM reserves the unqualified right to accept or decline to accept an application to enroll in Online Billing, Account Access and/or Direct Payment.
- 2. Your Password.** You must use a user name and password ("Password") to access HHM's Account Access. Your Password has the same effect as your written signature in connection with HHM's Account Access and can be used to access your bill. Your Password must be kept confidential at all times and should not be provided to any other party. You are responsible for keeping your Password confidential and protecting it against improper and unauthorized use. You are solely responsible for any and all transactions, entries or instructions initiated through the use of your Password, and any and all claims, losses, damages, expenses and costs incurred by the improper or unauthorized use of your Password and/or the use of your Password by others. If you believe that your Password has been lost or stolen, that someone has improperly accessed your account for HHM's Account Access without your permission, or that the security of your Password has been compromised in any way, please contact HHM immediately. You may also reset your Password online by contacting HHM as provided in the "Notices to HHM" Section below. If you have forgotten your Password, online reminder capabilities are available to assist you in remembering them by selecting "Forgot My Password" from the Log-In screen.
- 3. Availability.** HHM's Account Access are designed to be available seven days a week, 24 hours a day, and HHM will endeavor to update account balance and activity information daily. However, HHM shall not be liable for any failure to send electronic notifications concerning your bill, for your inability to receive electronic messages or to access HHM's Account Access, or for HHM's delay in updating or failure to update any information, for whatever reason.
- 4. Payment of HHM Bill(s).** It is your sole responsibility to pay your HHM bill(s) on time to avoid late fees, collection activity or disconnection of electric service.
- 5. Payment Processing for Account Access.** Payments made through Account Access received before 6:00 p.m. Pacific Standard Time, Sunday through Friday, will be credited to your HHM account the same day. Payments made after 6:00 p.m. Pacific Standard Time, Sunday through Friday or on Saturday or holidays, will be credited to your account the following business day. You are solely responsible for making payments sufficiently prior to the due date, and you are solely responsible for any late fees.
- 6. Unauthorized Transfers.** If you believe someone has improperly accessed your Bank Account through Account Access without your permission, contact HHM immediately. You should also immediately contact your Financial Institution.
- 7. Fees.** HHM does not charge you any fees for using the Account Access. However, if you are using Account Access, your Financial Institution may charge you fees related to your Bank Account, including transaction fees or fees for attempting transfers without sufficient funds. If a transaction

Holiday Harbor Marinas

241 Watchorn Walk, Berth 34

San Pedro, California 90731

Office: (310) 833-4468, Fax (310) 833-2860

www.Holidayharborcm.com



is not honored by your Financial Institution, fees may be charged to your HHM account. HHM reserves the right to begin charging fees for HHM's Account Access after reasonable notice is provided to customers using Account Access.

8. **Termination.** You may choose to cancel Account Access at any time with no fee. If you wish to discontinue Account Access, you may cancel by sending a cancellation notice to the address shown below under "Notices to HHM." Generally, within ten (10) days of HHM's receipt of your request, termination will be effective. HHM reserves the right to discontinue any of the Account Access, and/or suspend or terminate your access to any of the Account Access, without notice, at any time or for any reason. HHM will attempt to provide you with prior notice of discontinuance, suspension or termination by sending notice, but HHM shall not be required to do so nor shall HHM be liable for any failure to do so. Neither suspension, termination nor discontinuation of Account Access shall affect your liability for transactions initiated through such services using your Password.
9. **Notices to HHM.** Please direct all correspondence to the following e-mail address: **mail@holidayharborcm.com**. You may also contact HHM at the following addresses or phone numbers:

For Account Access:

Holiday Harbor-Cabrillo Marina

241 Watchorn Walk, Berth 34

San Pedro, California, 90731

Telephone: 1-310-833-4468, Monday through Friday from 9 a.m. to 5 p.m.

Pacific Standard Time (excluding holidays)

10. **Amendments.** The terms of Account Access and of this Agreement may be modified or amended by HHM from time to time. In such event, HHM will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on HHM's Website. Any use of HHM's Account Access after HHM provides you with a notice of change will constitute your agreement to such change(s). You may terminate this Agreement if you do not agree with any such amendments.
11. **Assignment.** You may not assign this Agreement to any other party.
12. **Governing Law.** This Agreement shall be governed by the law of the State of California without regard to its conflicts of laws provisions.
13. **Disclaimer of Warranties.** HHM's Website and any content, information, software, functions and applets provided on or through the Website are made available on an "as is" and "as available" basis. HHM does not warrant that the Website or any content or services provided in connection with the Website, including HHM's Account Access, will be timely, secure, uninterrupted, or error-free, or that defects in the Website or in any content or services provided through the Website, including HHM's Account Access, as may exist from time to time, will be corrected. HHM will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the Website, any services, including Account Access, or related content, including those due to communication line failures, or computer viruses associated with the operation of the Website. HHM MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO HHM'S WEBSITE OR THE ACCOUNT ACCESS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE TO USE HHM'S WEBSITE AND THE ACCOUNT ACCESS AT YOUR SOLE RISK.
14. **Limitation of Liability and Indemnity.** HHM, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without

Holiday Harbor Marinas

241 Watchorn Walk, Berth 34

San Pedro, California 90731

Office: (310) 833-4468, Fax (310) 833-2860

www.Holidayharborcm.com



limitation, damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with HHM's Account Access. You agree to defend, indemnify, and hold harmless HHM, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors, or assigns from any and all claims, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of HHM's Account Access, or the placement or transmission of any message, information, software, or other materials or content on or through the Website in connection with HHM's Account Access by you or users of your Password, or related to any violation of these Terms and Conditions by you or users of your Password, unless caused by the sole negligence or willful misconduct of HHM.

15. **Use of Electronic Communication.** By accepting below or otherwise using HHM's Account Access, you also agree that any and all notices, disclosures and communications regarding Account Access between you and HHM, including this Agreement, may be made electronically, including by HHM posting to its Website in accordance with applicable law. Any electronic notice, disclosure or communication HHM makes will be considered made when transmitted by HHM.
16. **Privacy of Information.** You acknowledge that HHM will receive certain personal, private and/or confidential information in connection with your use of HHM's Account Access; and that absent your express authorization, HHM will not rent, sell or otherwise make available to any third party for any reason any of this information that personally identifies you, your Bank Account or payments you make through Account Access or Direct Payment, other than to provide the Account Access or to comply with applicable laws or regulations.