



Privacy Policy

Copyright:

Association reserves the right to make changes in design, pricing and amenities without notice or obligation. All photographs, renderings and other depictions are for the sole purpose of illustration. © 2023 Playa Vista Parks & Landscape Corporation. All rights reserved.

Playa Vista Parks & Landscape Corporation Cookie Policy

This site uses cookies, including third-party cookies, to enable website functionality, analyze the performance of our site and our advertising, and personalize and target content and ads. By clicking "Accept Cookies," you agree to this use of cookies. You can manage your preferences by clicking Cookie Settings.

Terms of Use:

Last Updated: February 10, 2023

Your use of the web sites, services, and apps on which these terms reside (collectively, the "Platform"), the Services (as hereafter defined) and the features at this Platform are subject to these terms of use ("Terms"). Please read these Terms carefully before using this Platform or participating in or using any Services. The Platform is owned or controlled by Playa Vista Parks and Landscape Corporation, herein referred to as "PVPAL". The Platform and the Services are intended for use by those who are the age of majority or older in their jurisdiction of residence. TO THE FULLEST EXTENT PERMITTED UNDER LAW, BY ACCESSING THIS PLATFORM IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THIS PLATFORM, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO PVPAL AND/OR PARTICIPATING IN OR USING ANY SERVICES, YOU AGREE TO COMPLY WITH APPLICABLE LAWS AND FURTHER AGREE TO BE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, TERMS RELATED TO CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, BINDING ARBITRATION, AND A CHOICE OF CALIFORNIA LAW (EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN).

From time to time, and at any time, PVPAL may update this Platform, the Services, and all or any portion of these Terms. Your use of this Platform or the Services after PVPAL posts any changes to these Terms constitutes your agreement to those changes from the date of such changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

Unless otherwise prohibited by applicable law, PVPAL may, in its sole discretion, and at any time, discontinue this Platform or any part thereof and any of the Services, with or without notice, or may prevent your use of this Platform and/or any of the Services with or without notice to you. You agree that you do not have any rights in this Platform and that PVPAL will have no liability to you if this Platform and/or any of the Services are discontinued or your ability to access the Platform, the Services, or any content you may have posted on the Platform is terminated. In addition, when using particular services, your transactions or services may be subject to additional terms and conditions applicable to such services which may be posted from time to time. In the event of a conflict between such more specific terms and conditions applicable to such services and these Terms, the more specific terms and conditions shall control solely to the extent of such conflict solely in connection with such services.

PVPAL Content

Content on this Platform or through the Services that is provided by PVPAL or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, articles, data, code, videos and the compilation of the foregoing ("PVPAL Content") is the property of PVPAL and its licensors, and is protected in the United States, and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display, reproduce or use any PVPAL Content located for use in any publications, in public performances, on websites other than this Platform for any commercial purpose, in connection with products or services that are not those of PVPAL,

in any other manner that is likely to cause confusion, that disparages or discredits PVPAL's and/or its licensors, that dilutes the strength of PVPAL or its licensor's property, or that otherwise infringes PVPAL's or its licensors' intellectual property rights. You further agree to in no other way misuse any PVPAL's Content or third-party content that appears on this Platform.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please go to the Copyright Infringement Notification Section and follow the instructions there.

#### Use of the Platform and Services and Posting and Linking Policies

The following requirements apply to your use of the Platform and Services, including any submission of written posts or other materials provided by you ("User Content"): (a) you will not use any electronic communication feature of the Platform or Services for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful or in violation of these Terms or any other rules (e.g., promotional rules) PVPAL may provide you from time to time; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal information about other users or any other third party; (d) you will not use the Platform or Services for any commercial purpose not expressly approved by PVPAL in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment, including but not limited to interference with the services or servers or networks connected to the Wi-Fi; and (g) you will not use the Platform of Services for fraudulent purposes.

Subject to these Terms, you further understand and agree that you have no ownership rights in or to any account you may have with PVPAL, or other access to the Platform or features therein or any Service. PVPAL may suspend, cancel your account and delete all User Content associated with your account at any time, and without notice, if PVPAL determines that you have violated these Terms or a relevant law, or for any other reason. PVPAL assumes no liability for any information removed from the Platform or Services, and reserves the right to permanently restrict access to the Platform, any Service, or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Platform, you hereby grant to PVPAL a non-exclusive, sub-licensable, worldwide, fully-paid, perpetual and irrevocable, and royalty free license to use, modify, publicly perform, publicly display, remove, delete, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, in video or music software computer programs. In addition, you waive all moral rights in and to all User Content that you display, publish, or otherwise post on or through the Platform in favor of PVPAL. You continue to retain all of your ownership rights in your User Content, and you continue to have any right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Platform and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and PVPAL's use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree to indemnify and hold PVPAL, and their respective affiliates, officers, directors, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your use of the Platform and/or the Services, your violation of these Terms, including the posting policy above, or which arise from the use of User Content you submitted, posted, or otherwise provided to PVPAL or this Platform.

The use of the Platform on a mobile device requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Platform, including without limitation administrative messages, service announcements, diagnostic data reports, and Platform updates, from PVPAL, your wireless service provider or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the Platform.

Some functionality of the Platform, including location-based services and functionality and access to the user's address book and photo library may require the transmission of information provided by the user, including, without limitation, names, user names and

passwords, addresses, email addresses, photos, financial information (such as credit card numbers), and/or precise location. By using the Platform, the user consents to the transmission of such information to PVPAL and/or its agents and authorizes PVPAL and/or its agents to record, process, and store such user information including for purposes described in the PVPAL Privacy Policy.

PVPAL may make available for download certain Platform updates or upgrades to the Platform to update, enhance, modify, or further develop the Platform ("Platform Updates"). PVPAL may, at its discretion, automatically upload Platform Updates to your device. You agree to accept these Platform Updates, and to pay for any additional costs associated with receiving them. The Platform and Platform Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Platform and Platform Updates. These laws include restrictions on destinations, end users, and end use.

#### Copyright Infringement Notification

PVPAL is committed to complying with U.S. copyright law and to respond to claims of copyright infringement. PVPAL will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA").

If you are an intellectual property rights holder and believe your rights have been infringed, please read the following: Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this Platform in the manner described below:

By Mail: Attn: DMCA  
250 Vesey Street, 15th Floor  
New York, NY 10281  
212 417 7000

Phone: (855) 834-8394

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

- A. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- B. Identification of the copyrighted work claimed to have been infringed;
- C. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Brookfield Properties to locate the material;
- D. Information reasonably sufficient to permit Brookfield Properties to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees.

#### Accounts, Passwords, and Security

Certain areas of the Platform and certain Services require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform or Service, or any features at all.

If the Platform or any Service requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a sufficiently strong password. It is your responsibility to select a secure password, and to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify PVPAL immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform or any Service. PVPAL is not liable for any loss that

you may incur as a result of someone else using your password or account, either with or without your knowledge. If you suspect your login credentials have been compromised, please notify us immediately. PVPAL is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

#### Disclaimer, Representations, and Limitations of Liability

PVPAL MAKES NO REPRESENTATIONS ABOUT THE RELIABILITY OF THE FEATURES OF THIS PLATFORM, PVPAL CONTENT, USER CONTENT, OR ANY OTHER PLATFORM FEATURE, AND DISCLAIMS ALL LIABILITY IN THE EVENT OF ANY SERVICE FAILURE.

THE MATERIALS AND INFORMATION ON THE PLATFORM AND/OR PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY YOU ACKNOWLEDGE THAT ANY RELIANCE ON SUCH MATERIALS, SYSTEMS OR INFORMATION WILL BE AT YOUR OWN RISK, INCLUDING ANY RELIANCE ON THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS OR APPROPRIATENESS OF THE PLATFORMS OR ITS CONTENT. PVPAL MAKES NO REPRESENTATIONS REGARDING THE AMOUNT OF TIME THAT ANY PVPAL CONTENT OR USER CONTENT WILL BE PRESERVED.

PVPAL does not endorse, verify, evaluate, or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by PVPAL without the prior review and written approval of PVPAL.

The Internet may be subject to breaches of security. PVPAL is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing PVPAL any information or posting information to the Platform. PVPAL makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability, or operation of the Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SERVICES OR THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS THAT WOULD OTHERWISE BE IMPLIED BY STATUTE, CUSTOM OR COMMON LAW ARE EXPRESSLY EXCLUDED FROM THESE TERMS, AND DO NOT APPLY WITH RESPECT TO THE SERVICES AND THE PLATFORM AND ANY INFORMATION OR SOFTWARE CONTAINED THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL PVPAL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES (COLLECTIVELY, "DAMAGES") THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM OR ANY SERVICE. NOR SHALL PVPAL BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND PVPAL'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL PVPAL OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, OR THE PARTICIPATION IN OR USE OF, OR INABILITY TO PARTICIPATE IN OR USE, ANY SERVICE, EVEN IF PVPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF PVPAL'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE TO ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

#### Third Party Websites, Applications, and Services

This Platform may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). Third-Party Services are not maintained by or related to PVPAL. Hyperlinks are provided as a convenience to users and are not sponsored by or affiliated with this Platform or PVPAL, and PVPAL makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. PVPAL is not responsible for the availability of such Third-Party Services and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Information you submit through a Third-Party Service is subject to the terms of that Third-Party Service’s privacy policy, and PVPAL has no control over how information through a Third-Party Service is collected, used, or otherwise handled. Users who utilize Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree PVPAL is not responsible for these companies, or their use of any of the information you submit through a Third-Party Service. Your use of the Third-Party Services is at your own risk.

#### Miscellaneous

Both you and PVPAL acknowledge and agree that no partnership, joint venture or agency is formed and neither of you nor PVPAL has the power or the authority to obligate or bind the other.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PLATFORM, ANY SERVICE, AND/OR THESE TERMS, WILL BE RESOLVED WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

You agree, to the extent permissible by law, that any claim or cause of action arising of your use of the Platform, or any Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

On certain areas of the Platform, you may be given the ability to provide us with personal information. The use of information you have provided to PVPAL, or that PVPAL have collected and retained relating to your use of the Platform and/or any Service, is governed by our Privacy Policy. By using the Platform or participating in or using any Service, you acknowledge you have read and understood the PVPAL Privacy Policy. Please read the Privacy Policy for more information about PVPALS’ information collection and use practices.

The failure of PVPAL to comply with these Terms because of an act of God, pandemics/epidemics, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial/territorial, or local governmental authorities or for any other reason beyond the reasonable control of PVPAL, shall not be deemed a breach of these Terms.

PVPAL may refer potential violations of law(s) or regulation(s) to authorities or other persons or entities that it deems appropriate, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public and/or PVPAL safety or rights are implicated. PVPAL assumes no obligation to inform you that your information has been disclosed to any law enforcement or government agency or authority. If PVPAL fails to act with respect to your breach or anyone else’s breach on any occasion, PVPAL is not waiving its right to act with respect to future or similar breaches.

Under California Civil Code Section 1789.3, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. PVPAL may translate these Terms into other languages; any inconsistencies among the different versions will be resolved in favor of the English version.

These Terms constitute a binding agreement between you and PVPAL, accepted by you upon your use of the Platform or participation in, or use of, any Service. Except as otherwise indicated in this Terms, these Terms constitute the entire agreement between you and PVPAL regarding the use of the Platform and/or any Service. By using the Platform, you represent that you are capable of entering into a binding agreement.