

Terms of Service for Desert Oasis LLC

1. Introduction

These Terms of Service ("Terms") govern your access to and use of the services, websites, and applications offered by Desert Oasis LLC ("we," "us," or "our"). These Terms constitute a legally binding agreement between you and Desert Oasis LLC. By accessing or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Definitions

"User," "you," and "your" refer to the individual or entity accessing or using our services.

"Content" refers to any text, images, videos, audio, or other material that appears on or through our services.

"User Content" refers to any Content that users submit, upload, or transmit to or through our services.

"Intellectual Property Rights" means all patent rights, copyright rights, moral rights, rights of publicity, trademark rights, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights.

3. Acceptance of Terms

By accessing or using our services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. If you are using our services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not agree to these Terms, you may not access or use our services.

4. Changes to Terms

We reserve the right to modify these Terms at any time. We will provide notice of significant changes by posting a prominent notice on our services or by sending you an email. Your continued use of our services after any such changes constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using our services.

5. Eligibility

To use our services, you must be at least 18 years old or the age of legal majority in your jurisdiction, whichever is greater. If you are under the required age, you may not use our services. By using our services, you represent and warrant that you meet the eligibility requirements.

6. User Accounts

You may be required to create an account to access certain features of our services. You are responsible for:

- Providing accurate, current, and complete information
- Maintaining the confidentiality of your password and account
- All activities that occur under your account
- Notifying us immediately of any unauthorized use of your account

We reserve the right to suspend or terminate your account at our discretion if we believe you have violated these Terms or if we believe your account may pose a risk to our services or other users.

8. Prohibited Conduct

You agree not to:

- Violate any applicable law or regulation
- Infringe the rights of others, including intellectual property rights
- Harass, abuse, or harm another person
- Interfere with the proper functioning of our services
- Attempt to breach any security or authentication measures
- Use our services for any illegal or unauthorized purpose
- Access or attempt to access other users' accounts without authorization

- Post or transmit malicious code or other harmful computer code
- Scrape, crawl, or otherwise extract data from our services without permission
- Impersonate others or misrepresent your affiliation with any person or entity

9. Intellectual Property

All content provided by Desert Oasis LLC, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, is the property of Desert Oasis LLC or its content suppliers and is protected by international copyright, trademark, and other intellectual property laws. The compilation of all content on our services is the exclusive property of Desert Oasis LLC and is protected by international copyright laws.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Desert Oasis LLC.

10. DMCA Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our services infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent designated below:

11. Privacy Policy

Your privacy is important to us. Our Privacy Policy, which is incorporated into these Terms by reference, explains how we collect, use, and disclose information about you. By using our services, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

12. Third-Party Links and Services

Our services may contain links to third-party websites or services that are not owned or controlled by Desert Oasis LLC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You

further acknowledge and agree that Desert Oasis LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

13. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Desert Oasis LLC DOES NOT WARRANT THAT OUR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. Desert Oasis LLC DISCLAIMS ALL LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED THROUGH OUR SERVICES.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. Indemnification

You agree to indemnify, defend, and hold harmless Desert Oasis LLC, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation of these Terms. Desert Oasis LLC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Desert Oasis LLC in asserting any available defenses.

16. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

17. Dispute Resolution

Any disputes arising from these Terms will be resolved through binding arbitration in accordance with the American Arbitration Association rules. The arbitration shall take place in Desert Hot Springs, CA. You agree to waive any right to a jury trial.

18. Entire Agreement

These Terms, including our Privacy Policy, constitute the entire agreement between you and Desert Oasis LLC regarding your use of our services and supersede any prior agreements between you and Desert Oasis LLC relating to your use of our services.

19. Waiver and Severability

The failure of Desert Oasis LLC to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

20. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Desert Oasis LLC, but may be assigned by Desert Oasis LLC without restriction.

21. Termination

We reserve the right to suspend or terminate your access to our services at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users of our services, us, or third parties, or for any other reason. Upon termination, your license to use our services will immediately cease.

22. Force Majeure

Desert Oasis LLC shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, or disease.

23. Survival

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Terms of Service Statement for Text Numbers for Desert Oasis LLC

Effective Date: 9/1/2026

Please read these terms carefully before using our service. By using the service, you agree to comply with

these terms.

1. Service Description

Our service allows you to receive and send text messages to and from a designated text number. These messages may include promotional offers, alerts, communication about community news, urgent

notifications, events, and other content.

2. Consent to Receive Messages

By using our service, you consent to receive text messages from us. Message and data rates may apply. Message frequency will vary.

3. Opt-Out

You can opt out anytime by replying "STOP" to a message or reply "HELP" for more information.

4. Privacy

We respect your privacy and use your information only to provide the service. For details, see our Privacy Policy.

5. Message Content

Messages may include promotional offers, alerts, communication about community news, urgent notifications, events, and other content.

6. Support

Contact us at info@desertoasisrv.com for assistance.

7. CTIA Compliance

Our service complies with CTIA guidelines. Report concerns to us.

8. Changes to Terms

We may update these Terms from time to time to reflect changes in our Service or applicable laws. We will notify you of any material changes to these Terms, and your continued use of the Service after such changes constitutes your acceptance of the revised Terms.

9. Termination

We can terminate your access for violating these terms.

10. Governing Law

These terms are governed by California, United States of America laws.

11. Contact

For questions, contact us at info@desertoasisrv.com.

Last Updated: 2026-09-01