

# DMCA POLICY

**August 1<sup>st</sup>, 2020**

## **I. Effective Date; Replacement of Prior DMCA Policy or DMCA Policies.**

A. This DMCA Policy replaces, effective as of 12:00.01 AM, **August 1<sup>st</sup>, 2020**, any prior DMCA Policy of “Company” (as defined below) and constitutes a legally binding Agreement between User and Wholesale Hotels Group LLC. d/b/a Low-Tels.com (the "Company"). Please note that Wholesale Hotels Group LLC<sup>SM</sup>, Low-Tels<sup>SM</sup>, Low-Tels.com<sup>SM</sup>, and Wholesale Hotels Group LLC. d/b/a Low-Tels.com<sup>SM</sup> are Service Marks of the Company.

B. Notwithstanding the foregoing in 1(A) above, any usage of, or transactions entered into by any person or entity with, Wholesale Hotels Group LLC, d/b/a Wholesale Hotels Group<sup>SM</sup>, which operated the website [www.WHotelsGroup.com](http://www.WHotelsGroup.com) (hereinafter “WHG”) website at any time when the WHG website was operational are still bound by the DMCA Policy and OTHER POLICIES of the WHG website that were in place on the date of any transaction or transactions or any usage of the WHG website prior to the effective date of this DMCA Policy.

## **II. Definitions In Our Terms and Conditions Policy And Related Matters**

A. As used in this DMCA Policy, the provisions of SECTION I(A), SECTION I(B) AND SECTION I(C) of the Company’s **TERMS AND CONDITIONS POLICY** apply to this DMCA Policy, and also includes the additional definitions set forth in this Section II and in Section III of this DMCA Policy.

B. For the purposes of this DMCA Policy unless otherwise noted, all references to **Wholesale Hotels Group LLC. d/b/a Low-Tels.com** includes <http://low-tels.com/> and <https://low-tels.com/> as well as the Company (as defined below). These Sites are a service for that person or persons seeking lower-cost Hotel stays and other Services. By using the Sites, you consent and agree to be bound by all provisions described in our TERMS AND CONDITIONS POLICY. In addition, you consent and agree to be bound by this DMCA Policy in its entirety.

**III. Certain Additional Agreements.** In addition to our **Section II Definitions In Our Terms and Conditions Policy And Related Matters** above, you additionally agree to and consent to the following:

A. In addition to the DEFINITIONS as set forth in **Section II above** and **Section IV below**, the definitions in Section IV Definitions for DMCA Policy not only define certain terms or words but may also include within the language of some definitions, additional requirements, terms and conditions that you agree to accept and will abide by, as part of this DMCA POLICY. Such additional requirements set forth within definitions, if any, are also a part of this DMCA POLICY, in addition to all other terms and conditions set forth in the DMCA POLICY. If you do not agree and accept this DMCA POLICY and all the information and promises that you make to us within this DMCA POLICY, you agree to, and MUST, immediately cease to, use these Sites

whether as a visitor, User, in order to Register, or to become a Member or to otherwise use these Sites in any way.

**IV. Specific Definitions.** All definitions as set forth in these Sites' TERMS AND CONDITIONS POLICY shall apply to this DMCA Policy (as defined below). In addition, the following definitions shall also apply to this DMCA Policy. As used herein, the following terms have the following meanings, and these definitions shall apply, whether the defined term is in all uppercase, all lowercase or capitalized letters unless the context requires otherwise:

A. "Applicable Law" shall mean 17 USC. § 512, and

B. "Company" shall mean **Wholesale Hotels Group LLC. d/b/a Low-Tels.com**, the owner and/or publisher of the Sites.

C. "DMCA" shall mean the Digital Millennium Copyright Act, 17 USC. § 512, as amended from time to time, and any regulations issued pursuant thereto.

D. Policy, or DMCA Policy as used herein shall mean this DMCA Policy

E. "Electronic Signature Act" shall mean the Electronic Signature Act as defined in our TERMS AND CONDITIONS POLICY and may also be referred to as the "ES Act", or "ESIGN".

F. "Notice" shall mean any notice or counter-notice permitted or required under Applicable Law. The word "notice", where the word is not capitalized in this DMCA Policy refers to a form of notice other than a DMCA Notice or Counter-Notice.

G. "Site" or "Sites" shall mean this website(s): <http://low-tels.com> and <https://low-tels.com> or any other website or website page wholly-owned or published by Company:

(i) to which a User may be redirected as a result of the User selecting a particular function or use from within <http://low-tels.com> and <https://low-tels.com>, or

(ii) which the User enters directly by typing in the website address of such other website or page into their internet browser, or

(iii) which the User enters by copying and pasting such website address of such other website or page in their internet browser, or by means of the User selecting a bookmark the User has created, or

(iv) which the User enters by any other means.

H. "us" or "we" or "our(s)" whether capitalized or not means the Company

I. "you" or "your(s)" whether capitalized or not means the person or entity submitting any Notice or notice to us, relative to the DMCA and/or this DMCA Policy.

J. “User” shall mean any person who accesses the Site or Sites for ANY reason.

## **V. DMCA Policy, Generally**

A. **Our Sites take the protection of intellectual property rights, including copyright, very seriously.** As such, these Sites comply with the “safe harbor” provisions of the Applicable Law.

B. **At the same time, Our Sites take very seriously any DMCA Notice or Counter-Notice which is not made in good faith.** Under Applicable Law, such Notices are required to be signed and submitted **under penalty of perjury.** As such, any such Notice NOT MADE IN GOOD FAITH and/or which contains a material false statement and/or misrepresentation will be referred to law enforcement authorities for investigation of possible perjury, and we reserve the right to additionally refer such material to our legal counsel for consideration of appropriate civil sanctions. If you are in doubt as to whether or not you, or the person or entity on whose behalf you are submitting Notice, has had any intellectual property rights, including copyright, we strongly suggest you contact your legal counsel since material misrepresentations and/or false statements, may result in you being liable for damages, including costs and legal fees and/or criminal prosecution.

C. Pursuant to the Applicable Law, we will respond to written notification, by the methods outlined below, of copyright infringements, or a Counter-Notice in accordance with the DMCA. If you believe your copyrighted material is being infringed on our Sites, please contact us immediately by the means outlined in this DMCA Policy.

D. We reserve the right to share any Notice with a third party in order to investigate the allegations in any Notice

## **VI. DMCA Infringement Notice**

A. In order for us to respond, you must provide us notice in a form that substantively complies with the safe harbor provisions of the Applicable Law. Your notice of claimed infringement must be written, in English, and include ALL of the following:

1. Your electronic or physical signature, if you claim the exclusive ownership to such alleged infringing information. If you are a person authorized to act on behalf of the owner of such an exclusive right that is allegedly infringed, you must provide the full legal name of such owner, provide proof that you are authorized by such owner to act on their behalf, and provide your electronic or physical signature.
2. You MUST provide identification of each of the copyrighted work(s) that you are claiming has been infringed and a representative copy of those work(s).
3. You must identify, with sufficient information that will allow us to locate the alleged infringed material, that you are seeking to have us disable access to, and/or to remove from our Sites. We STRONGLY recommend that you copy the EXACT URL of the webpage or

webpages of our Sites (located in your browser display as the URL you are viewing) by copying and pasting such URL into your notice to us.

4. Your contact information in a form that is adequate for us to contact you, such as an email address, which is preferred and/or a mailing address, and/or a telephone number including country code, and area code, if applicable.
5. YOU MUST INCLUDE a statement that you have a good faith belief that use of the allegedly infringed material, as used in or on our Sites, is not authorized.
6. YOU MUST INCLUDE, under penalty of perjury, a statement that the information in the Notice is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner.
7. If you do not provide a written notice that meets these elements, we will not honor your request and are not required by law to do so.

B. Your Notice may be sent:

1. By email at [info@lowtels.com](mailto:info@lowtels.com). You must put DMCA Infringement Notice in the subject line of the email.

2. To our DMCA Agent by mail at the address listed immediately below, or at the fax number listed in #3 below:

**James H. Shewmaker, JD, MBA**  
Low-Tels.com – DMCA Agent  
304 S Jones Blvd. 3526  
Las Vegas, Nevada, 89107  
United States of America

3. By fax at the United States phone number: **+1-404-795-2270**.

4. Your notice MUST contain all the information required by 17 U.S.C. 512 et seq., including under penalty of perjury, a statement that the information in the Notice is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

5. If sending Notice to us by email, you may cut and paste the form into the body of your email. In either event, you will be deemed to have signed the form in compliance with the Electronic Signature Act (as defined below). You may request the appropriate form(s) by any of the methods listed in VI(B)(1), VI(B)(2) or VI(B)(3) above. Forms emailed will ONLY be provided as a PDF attachment to the email address you specify. If sending the Notice to us by any means, you must additionally comply with all requirements, including the requisite language in SECTION VI, and all other SECTIONS of this DMCA Policy.

## **VII. DMCA Counter-Notice**

A. In order for you to respond to a DMCA Infringement Notice, you must provide us a Counter-Notice in a form that substantively complies with the Applicable Law as set forth in Sections 512(g)(3). Your Counter-Notice denying any claimed infringement must be written, in English, and include ALL of the following:

1. Your electronic or physical signature.
2. Your legal name
3. Your contact information in a form that is adequate for us to contact you, such as an email address and you **MUST INCLUDE** a mailing address. It will assist us if you also provide a telephone number, including a country code and an area code, if applicable.
4. Identify, with specificity, the material which we have removed and/or to which we have blocked access.
5. Jurisdiction:
  - (a) If your address that you provide us in Item 3 above, is in the United States, you **MUST** consent to the jurisdiction and venue of the United States District Court for the Judicial District of the address that you provide to us and must agree that you will accept service of process from the person, or their agent, who provided us a DMCA Infringement Notice to which you are responding, or
  - (b) If your address that you provide us in Item 3 above, is not in the United States, you **MUST** consent to the jurisdiction and venue of the applicable United States District Court for the Judicial District of Delaware and must agree that you will accept service of process from the person, or their agent, who provided us a DMCA Infringement Notice to which you are responding.
6. **YOU MUST INCLUDE**, under penalty of perjury, a statement that you believe that the information described in Section 4 above was removed or blocked as a result of misidentification or mistake.
7. If you do not provide a written Counter-Notice that meets these elements, we will not honor your request and are not required by law to do so.

B. Your Counter-Notice may be sent:

1. By emailing us at [info@low-tels.com](mailto:info@low-tels.com). You must put DMCA Counter-Notice in the subject line of the email.
2. To our DMCA Agent by mail, or at the fax number listed in #3 below:

**James H. Shewmaker, JD, MBA**  
Low-Tels.com – DMCA Agent

304 S Jones Blvd. 3526  
Las Vegas, Nevada, 89107  
United States of America

3. By fax at the United States phone number: **+1- 404-795-2270**

4. Your Counter-Notice **MUST** contain all the information required by 17 U.S.C. 512 et seq., including under penalty of perjury, a statement that information the material which we have removed and/or to which we have blocked access was removed or blocked as a result of misidentification or mistake.

5. If sending Counter-Notice to us by email, you may cut and paste the form into the body of your email. You will be deemed to have signed the form in compliance with the Electronic Signature Act (as defined below). You may request the appropriate form(s) by any of the methods listed in VII(B)(1), VII(B)(2) or VI(B)(3) above. If you email the Counter-Notice, forms will **ONLY** be provided as a PDF attachment to the email address you specify in the Counter-Notice. If sending the Counter-Notice to us by any means, you must additionally comply with all requirements, including the requisite language in SECTION VII, and all other SECTIONS of this DMCA Policy.

**SECTION VIII. DMCA Policy Governed By Terms and Conditions Policy.** Any of the foregoing provisions of this DMCA Policy notwithstanding, this DMCA Policy is governed by our TERMS AND CONDITIONS POLICY, and to the extent, there is any conflict between this DMCA Policy and our TERMS AND CONDITIONS POLICY, our TERMS AND CONDITIONS POLICY shall prevail.

**SECTION IX. Prior Agreement with our Terms and Conditions Policy.** You are reminded that you have agreed, pursuant to SECTION III(13) and other SECTIONS of our TERMS AND CONDITIONS POLICY that

A. You have **ELECTRONICALLY SIGNED this DMCA Policy (AND ALL OTHER POLICIES):**

**1. BY HAVING ELECTRONICALLY SIGNED OUR TERMS AND CONDITIONS POLICY (since this DMCA Policy is included within the definitions of OTHER POLICIES in SECTION I, PART C DEFINITIONS (A4) of our TERMS AND CONDITIONS POLICY), and**

**2. IF YOU DO NOT AGREE TO ABIDE BY, OR FULLY ACCEPT, this DMCA Policy AND ALL OTHER POLICIES), YOU MUST IMMEDIATELY EXIT THESE SITES.**

3. Links to the TERMS AND CONDITIONS POLICY AND ALL OTHER POLICIES, including this DMCA may be found on the Home Page of these Sites.

**SECTION X. Electronic Signature Act and Uniform Electronic Transaction Act:** You are agreeing, pursuant to 28 U.S.C. § 1746, Unsworn declarations under perjury, and you agreeing pursuant, to 15 U.S.C. § 7001 et seq. (ES Act), and agreeing pursuant to Delaware's Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, indicating:

A. Your unconditional acceptance and agreement to abide by this DMCA Policy and all OTHER POLICIES, and

B. That you are of MINIMUM AGE, and

C. You are submitting an unsworn declaration, certificate and verification, in writing, that you accept and Agree that any Notice and/ or Counter-Notice supplied to us pursuant to the DMCA Policy is true, and correct; that you accept and agree to Section D below, and that any Notice or Counter-Notice subscribed by you, is true under penalty of perjury, and dated, in substantially the following form:

(a). If executed without the United States: "I declare and verify, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct". Executed on the date on which you, email or fax any Notice or Counter-Notice to us, and you emailing or faxing us any Notice or Counter-Notice is your binding, legal signature, for the purposes of this declaration and verification, or

(b). If executed within the United States, its territories, possessions, or commonwealths: "I declare and verify, under penalty of perjury that the foregoing is true and correct". Executed on the date on which you, email or fax any Notice or Counter-Notice to us, and you emailing or faxing us any Notice or Counter-Notice is your binding, legal signature, for the purposes of this declaration and verification.

D. You agree pursuant, to 15 U.S.C. § 7001 et seq. (ESIGN), pursuant to Delaware's Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, and 28 U.S. Code § 1746., Unsworn declarations under penalty of perjury, indicating, that you:

1. Intend, and if fact, do consent to this electronic transaction, and
2. That you and we intend to do business electronically, and
3. That you emailing or faxing us any Notice or Counter-Notice shall be, and act as, your electronic signature with regard to this electronic transaction, that your electronic signature is your binding, legal signature, and this transaction is effective as of the date upon which you email or fax any Notice or Counter-Notice to Us and,
4. That you understand that you may withdraw your consent at any time by emailing notice of the same via our [info@lowtels.com](mailto:info@lowtels.com) email address and that in doing so, your account will immediately be terminated with NO REFUND, and a \$25.00 fee will be assessed for withdrawal of your consent.

5. That you may request an electronic copy at no charge by time by emailing notice of the same via our [info@lowtels.com](mailto:info@lowtels.com) email address putting “Request DMCA Policy Acceptance” in the subject line of the email.

**SECTION XI. Additional Agreements: You additionally agree to the following:**

- A. By becoming a User on these Sites, you are signing this DMCA Policy electronically, and
- B. You agree your ES (your “ES”) is the legal equivalent of your manual signature on this DMCA Policy, and
- C. By entering these Sites you agree your use of a keypad, mouse or another device to select an item, button, icon or similar behavior, or providing the Company any information, Voluntary Data Collection, entering a Username, password, phone number or any email address or addresses, sending any email, facsimile to the Company or entering into any transaction with us or any Service Provider, whether by direct entry by a keyboard, touchscreen or electronic dictation or like methodology, or in accessing viewing any part of any page of the Site, constitutes your ES of, and agreement to be legally bound by, this DMCA Policy and all OTHER POLICIES, and
- D. That in making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your ES and you consent to be legally bound by this DMCA Policy's terms and conditions just as if you had signed in writing your agreement to abide by this DMCA Policy and all OTHER POLICIES.
- E. You also agree that no third-party verification or certification is necessary to validate your ES and that any absence or lack of such third-party verification or certification will not in any way affect the enforceability of your ES or the resulting contract between you and this Company each and every time, on the date and time, you supply your ES as set forth in SECTION XI A through D above.
- F. You will need a computer or like device capable of interacting with our Site, an internet connection, and an internet browser, to enter into this electronic transaction.
- G. You understand that you may withdraw or revoke your consent at any time by emailing notice of same via our [info@lowtels.com](mailto:info@lowtels.com) email address and that in doing so, your account will immediately be terminated with NO REFUND, and a \$25.00 fee will be assessed for withdrawal or revocation of your consent.
- H. You may request an electronic copy at no charge by time by emailing notice of the same via our [info@lowtels.com](mailto:info@lowtels.com) email address putting “Request DMCA Policy” in the subject line of the email.



## **SECTION XII. Withdrawing Or Revoking ES And/Or Your Electronic Communications Delivery With Us.**

A. Revocation of electronic delivery. You have the right to withdraw your consent to receive/obtain communications via the Company at any time. You likewise may revoke your ES.

B. However, your withdrawal or revocation in SECTION XII(A) above is effective ONLY as of the date and time we receive it and have had a commercially reasonable time to process such revocation or withdrawal. Further, your revocation or withdrawal **DOES NOT RELIEVE YOU OF ANY OF YOUR PROMISES OR OBLIGATIONS TO US SET FORTH IN THIS DMCA Policy OR ANY OTHER POLICY made prior to our receipt of same and a commercially reasonable period of time to process it.** Further, you understand that the Company reserves the right to terminate your access to our Site if you withdraw or revoke your ES with the Company and/or with the Company if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent to receive Electronic Communications or ES, contact us at [info@Low-Tels.com](mailto:info@Low-Tels.com). If you send us any communications by ANY method or visit our Site, or act as a User or attempt to become a Member after you have sent us notice of withdrawal to receive Electronic Communications or revocation of ES, you are automatically again supplying us with your ES to this DMCA Policy and all OTHER POLICIES as well as to receive Electronic Communications from us.

**SECTION XIII. Updating Contact Information.** You may update your contact information by emailing us at [info@lowtels.com](mailto:info@lowtels.com).

**SECTION XIV. Your Obligations Regarding Your Operating System, Software And Hardware, Software, And Operating System.** You are responsible for the installation, maintenance, and operation of your electronic devices (computer, smartphones, tablets, etc.), website browsers, internet access, and software. We are not responsible for errors or failures from any malfunction of your electronic devices, website browser, internet access, or software. The Company is also not responsible for computer viruses or related problems associated with your equipment, software, browsers, or the internet.