WEBSITE TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY.

TERMS ARE BINDING ON USERS OF https://www.CardinalPointsTravel.com AND SERVICES ACCESSIBLE THROUGH IT.

Introduction

These Terms of Use ("Terms") apply to any user of the website located at https://www.CardinalPointsTravel.com, including its sub-domains, mobile-optimized versions, and any products or services accessible through it (collectively, the "Website").

The Website is owned and operated by Cardinal Points Travel, LLC, a company registered in PA, USA ("Company," "we," "our," or "us").

These Terms set out a legally binding agreement between you as a user of the Website ("User," "you," or "your") and Company.

If you do not want to be bound by these Terms, then do not use the Website.

If you use the Website on behalf of any entity, organization, or company (collectively, "Organization"): (1) you declare you are an authorized representative of that Organization with the authority to bind the Organization to these Terms; and (2) you and the Organization agree to be bound by these Terms. In these Terms, "you" refers to the Organization, you, and any other individual using the Website on behalf of the Organization.

All other terms, policies, disclosures, disclaimers, and other provisions we may post on the Website from time to time are a part of these Terms.

Users Under 18

If you are under the age of 18, you are prohibited from using the Website. If you use the Website, you represent that you are over 18 years of age.

Acceptance of Terms

Each time you use or access the Website, including webpages contained or hyperlinked therein, you expressly confirm your agreement to these Terms.

We reserve the right to modify, suspend, or discontinue the Website and at any time for any reason, in part or whole, with or without notice to you. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuance of the Website.

The Website may contain typographical errors, inaccuracies, inconsistencies, or omissions, which we reserve the right to correct, change, or update at any time for any reason, with or without notice to you.

Authorization

You represent, warrant, and covenant that: (1) you have full power and authority to accept, to grant all authorizations, and to perform all obligations under these Terms; (2) you will use the Website for individual purposes; and (3) the address you provide when registering is your address of record.

You will not allow any other person to use your login information to access the Website. If you become aware of any unauthorized use of your account or login information, you will immediately notify us at christine@cardinalpointstravel.com.

Term and Termination

These Terms become effective on the date of: (1) your initial use of the Website; or (2) your initial access to any services accessible via the Website. The term of these Terms will continue until terminated by us in writing. The term will be renewed each time you access or use the Website following any updates we post from time to time.

We may suspend or terminate these Terms and your use of or access to the Website in our sole discretion, at any time, for any reason, with or without prior notice to you, including without limitation if you engage in any conduct prohibited by these Terms, or if you otherwise violate any provision of these Terms.

Immediately upon such termination, you will cease all use of or access to the Website and its contents.

Website Content

The Website represents a company providing travel advisory services to the general public and/or organizations utilizing the services of a travel advisor.

Website Availability

We will use commercially reasonable efforts to keep the Website operational continuously. We may carry out maintenance on the Website as we deem necessary at any time for any reason, with or without notice to you. Such maintenance may impact your use of the Website.

Account Registration

In order to use some or all of the functionalities of the Website, you may be required to login to the Website. At the time of registration, you may be asked to provide personal information such as name, address, phone number, email address, username, password, and other personal information.

Username and Password

To use certain functionality of the Website, you will setup login information, including choosing a username and password. Your username will not be misleading and will comply with the content rules set out in these Terms. You will not use your account or username for or in connection with the impersonation of any third party.

You are responsible to maintain the confidentiality of your password. You are responsible for all use of the Website via your login, whether authorized or unauthorized by you.

You will notify us at christine@cardinalpointstravel.com if you have reason to believe your account is no longer secure for any reason (for example, in the event of a loss, theft, unauthorized disclosure, or use of your password).

You are responsible for any activity and content on the account arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such failure.

Login information and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy https://www.CardinalPointsTravel.com.

Electronic Signature

You agree that: (1) your electronic signature; (2) your click of an applicable button; (3) your check of an applicable box; or (4) any similar electronic confirmation by you via the Website is the legal equivalent of your physical ink signature to confirm your agreement and consent.

Electronic Communications

You agree to receive electronic communications from the Website. Such electronic communications may include without limitation any notices, disclosures, or other information we may provide to you regarding the Website.

You accept that the electronic documents, files, and records regarding the Website are reasonable and proper notice for purposes of compliance with applicable laws, rules, or regulations. You agree that such electronic communications fully satisfy any requirement that communications be provided to you in writing. We reserve the right, in our sole discretion at any time, to require your physical ink signature on any documents relating to the Website.

User Responsibility

You are solely responsible for your use of the Website, which is subject to all applicable local, state, and federal laws and regulations.

You agree:

- Not to violate these Terms or allow, encourage, or facilitate others to do the same;

- Not to access the Website using a third party’s account without the express consent of the account holder;
- Not to use the Website or take any related action that is unlawful, illegal, fraudulent, or harmful;
- Not to copy any content for republication in print or online;
- Not to infringe copyrights or other rights relating to content on the Website;
- Not to plagiarize or infringe the intellectual property rights or privacy rights of any third party;
- Not to obscure or edit any copyright, trademark, or other proprietary rights notice or mark appearing on the Website;
- Not to create copies or derivate works of the Website or any part thereof;
- Not to create reviews or blog entries for or with any purpose or intent that does not in good faith comport with the purpose or spirit of the Website;
- Not to interfere with another person’s use and enjoyment of the Website or another entity’s use and enjoyment of the Website;
- Not to disturb the normal flow of services provided through the Website;
- Not to use data collected from the Website to contact any third party or engage in any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing, and direct mailing);
- Not to collect, receive, transfer, or disseminate any personally identifiable information of any person without consent from title holder;
- Not to attempt to gain unauthorized access to other computer systems from or through the Website;
- Not to create a link from the Website to another website or document without Company’s prior written consent;
- Not to disrupt, interfere with, or otherwise harm or violate the security of the Website, or any services, system restores, accounts, passwords, servers, or networks connected to or accessible through the Website or any affiliated or linked website;
- Not to use the Website or take any related action that causes, or may cause, damage to the Website or impairment of the performance, availability, or accessibility of the Website;
- Not to upload or transmit viruses or other harmful, disruptive, or destructive files;
- Not to use the Website to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;

- Not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without the express written consent of Company;
- Not to access or otherwise interact with the Website using any robot, spider, or other automated means;
- Not to reverse engineer, decompile, or extract the Website's source code; and
- Not to pretend to be or misrepresent any affiliation with any legal entity or third party.

In addition to the above, unless specifically endorsed or approved by the Website, the following uses and activities relating to the Website are prohibited:

- Criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
- Transmitting chain letters, spam, or junk email;
- Interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected or linked thereto;
- Using any information obtained from the Website to harass, abuse, or harm another person;
- Attempting to bypass any measures of the Website (or products or services accessible through the Website) designed to prevent or restrict access;
- Harassing, annoying, intimidating or threatening any officer, employee, contractor, agent, affiliate, partner, customer, or supplier of Company;
- Using the Website in any manner inconsistent with these Terms and applicable laws and regulations.

If you violate any of the above provisions, we may terminate your use of and access to the Website.

Third-Party Websites

The Website includes hyperlinks to other websites, products, services, and content owned and operated by third parties. We have no control over any third-party website or contents.

Your engagement with any third party is voluntary, at your own risk, and solely between you and that third party. We bear no responsibility or liability for any loss or damage incurred as the result of your activities with third-party affiliates or advertisers on the Website.

We strongly encourage you to independently verify any representation or warranty made by any third party regarding its own products and services.

The Website may provide tools allowing you to link your account on the Website with an account of a third-party service. If you use these tools, you agree that we may transfer your user information to that third party.

Ownership

Nothing in these Terms or on the Website will be construed as intent to grant to you any interest in the Website, in part or whole, or any content on the Website.

Content and materials included on the Website, is copyrighted and protected under U.S. law, including without limitation images, photographs, graphics, texts, forms, lists, charts, guidelines, data, logos, code, icons, videos, audio, and other content, all of which is the property of, is licensed to, or is otherwise duly available to Company, its affiliates, its licensors, or a third-party copyright holder.

You agree that any infringing use or exploitation of copyrighted content on the Website may cause us, our affiliates, licensors, or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors, or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

Digital Millennium Copyright Act (DMCA)

We respect the intellectual property rights of others. We take seriously claims of copyright infringement and respond expeditiously to notices regarding such matters.

If you are a copyright owner or authorized to act on behalf of a copyright owner, you may report claims of copyright infringement to us by sending a DMCA notice of alleged infringement, as follows:

1. Identification, including a description, of the copyrighted work you are claiming has been infringed. If you are claiming infringement of multiple works you may provide a representative list.
2. The location of the allegedly infringing material, including identification of URL where the allegedly infringing material is accessible or the exact location where the infringing material may be found.
3. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law.
4. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.
5. Your company affiliation, if applicable, your mailing address, telephone number, and email address.
6. Your full legal name and your electronic or physical signature.

For your notice to be valid, you must comply with all requirements above. Please send your notice to christine@cardinalpointstravel.com. Upon receipt of your DCMA notice above, we will: (1) expeditiously remove or disable access to the infringing material; and (2) promptly notify the copyright holder that originally uploaded or copied material has been removed or access denied.

No Warranty

Your use of the Website is at your own risk, and you agree that the Website is provided "as is," "with all faults," and "as available."

We do not represent or warrant that the Website or its contents will be error-free, uninterrupted, secure, accurate, useful, safe, reliable, or produce any particular result, or that our content or communications to you are free from viruses or other harmful, disruptive, or destructive files.

It is your sole responsibility to ensure the Website meets your specific requirements.

Limitation of Liability

In no event will Company, its shareholders, directors, officers, employees, contractors, or agents be liable to you or any third party for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation: (1) loss of goodwill, business interruption, loss of profits, loss of data, or any other type of damages or losses relating to your use of, or inability to use, the Website; (2) personal injury or loss of privacy; and (3) infringement of third party intellectual property rights.

The limitation of liability above will apply whether in contract, warranty, or tort, whether active, passive, or imputed by negligence, strict liability, or product liability, or pursuant to any other legal theory, even if you have been advised of such possibility in advance.

To the fullest extent permissible under applicable law, Company expressly disclaims all representations and warranties of any kind relating to the Website and its contents, including all warranties of any kind, express or implied, including without limitation warranties of title, merchantability, accuracy, completeness, condition, quality, durability, performance, accuracy, reliability, suitability, fitness for a particular purpose, or non-infringement.

Your sole remedy under these Terms is to cease use of the Website and any services related to it.

Indemnification

You agree to indemnify, defend, and hold Company, its affiliates, subsidiaries, shareholders, directors, officers, employees, contractors, and agents harmless from and against any actual or threatened proceedings at law or in equity, including without limitation reasonable expert and attorney’s fees, arising out of: (1) your acts or omissions; (2) your content; (3) your violation of these Terms or the Privacy Policy; or (4) your violation of the rights of any third-party.

General

Amendments. We may modify, update, or terminate the Website, the Terms, the Privacy Policy, or any of our other content at any time in our

sole discretion, with or without notice to you. The effective date of such modifications will be the time and date we post them on the Website.

No Assignment. You may not assign or transfer these Terms by operation of law or otherwise without our prior written consent. Company may assign any rights or obligations hereunder to any current or future affiliated company and to any successor in interest. We reserve the right, at any time, with or without notice to you, to transfer some or all of Company's assets in connection with a merger, acquisition, reorganization, or sale of assets or in the event of bankruptcy.

Severability. If any provision of these Terms is held unenforceable, then such provision will be enforced to the fullest extent permitted by law and the remainder of these Terms will remain fully in force.

No Waiver. No forbearance or delay in enforcing this Agreement will prejudice or restrict the rights of a party. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

Force Majeure. Company is not liable for any failure of performance of its obligations herein, where such failure arises from any cause beyond its reasonable control, including without limitation: governmental actions, orders of domestic or foreign courts or tribunals; fires, flood, storms, explosions, pandemics, epidemics, or other acts of God or nature; failure of electronic, power, mechanical, internet, telecommunications, computer, or any other equipment; strikes, labor disputes, riots, insurrections, civil disturbances, or war; shortages of labor or materials; or non-performance of third parties.

Third-Party Rights. These Terms are not intended to benefit or be enforceable by, and is not subject to the consent of, any third party.

Headings. Titles and headers are for reference and will not affect any interpretation of these Terms.

Further Assurances. You agree to provide Company with all necessary information, materials, and approval, and render all reasonable assistance

and cooperation necessary to facilitate operation of the Website and enforcement of these Terms.

Notices. Notices under these Terms will be in writing—if to Company, sent via email to christine@cardinalpointstravel.com, and if to you, sent to the email address you have provided to us—effective upon the date sent.

Dispute Resolution: If any dispute arises under these Terms, the parties will use all reasonable efforts to resolve the dispute informally through direct communication.

Governing Law. These Terms are governed exclusively by the laws of the PA.

Entire Agreement. These Terms are the entire agreement between the parties and supersede all prior agreements regarding their subject matter. In the event of any inconsistency between these Terms and any other terms, policies, disclaimers, and other provisions we may post on the Website from time to time, these Terms will control.

Contact

If you have any questions or comments regarding the Website, please contact us at christine@cardinalpointstravel.com.

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