

Website Terms of Use

Last Updated: 2/18/21

The website located at <http://www.kmtraveldesign> (the "Site") is a copyrighted work owned by KM Travel Design LLC (the "Owner" or We/Our) We provide services via the Site and certain associated applications ("Apps") that inform users about travel, including travel products offered by airlines, cruise lines, tour operators, hotels, resorts, car rental companies and other travel industry vendors and service providers, ("Suppliers") that We may sell to consumers. Our Apps also suggest travel products from Suppliers that may be preferred within our professional network. Our Site, the Apps, and all other websites, applications, widgets, e-mail notifications and other mediums through which you have accessed this Agreement (via desktop, mobile or other application) are collectively referred to as the "Services". Services also include co-branded or white labeled versions of any of our websites, Apps, and other products.

Our Site is intended to be accessed and used only by adults and is not directed to minors. We do not knowingly collect personally identifiable information by anyone under the age of 18, and you should not provide us with any information regarding an individual under the age of 18.

By accessing, downloading, or using the Services, including any co-branded or white-labeled versions of the Services:

- (a) you are accepting these Terms of Use ("Agreement") and our Privacy Policy;
- (b) you acknowledge that this Agreement is supported by reasonable and valuable consideration, including, without limitation, your ability to visit, use and/or submit information to our Services;
- (c) you represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of another entity, you have the authority to bind that entity; and
- (d) you represent that you are at least eighteen (18) years old. In order to determine your compliance with this Agreement, we may monitor your access and use of our Services in accordance with our Privacy Policy. If you do not agree with all the provisions of this Agreement, do not access or use our Services.

Subject to the terms of this Agreement and the Privacy Policy, we may offer you various Services. Below are terms and conditions governing these Services.

1. Informational Purposes Only. We and our affiliates, through the Services, may provide a venue through which you can obtain information about certain travel products and services provided by our Suppliers. Any opinions, advice, information, data, text and other materials or

links made accessible through the Services are for information purposes only. Unless you have retained us via a Client Services Agreement, we are not an agent or advisor to you or any Supplier.

In addition, your decision to access or connect to Supplier via any links or ads accessible through our Services is done at your own risk. When you link to a third party, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such third party.

2. **Intellectual Property.** The Site and its original content, features and functionality are and will remain the exclusive property of the Owner and its licensors. The Site is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

3. **Links to Other Websites.** This Site may contain links to third-party websites or services that are not owned or controlled by Us. We have no control over, and assume no responsibility for the content, terms of use, privacy policies, or business practices of any third-party websites or services. We shall not be responsible or liable, directly or indirectly, for any damage or loss resulting from the use of third-party websites. We are also not responsible for any damage or loss by reliance on information contained on those third-party sites. We recommend that you review the terms of use and privacy policies of any website you visit.

4. **Termination.** We may terminate or suspend your access to the Site immediately, without prior notice, for any reason, including breach of these Terms of Use. We are not responsible or liable for any damage or loss resulting from our termination of your use of the Site.

5. **Limitation of Liability.** You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, the Site, our Suppliers, and their websites, links, offers, sites, products and services.

To the maximum extent permitted by applicable law, in no event shall the Owner or its Suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including,

but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Owner or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Similarly, other states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

6. **"AS IS" and "AS AVAILABLE" Disclaimer.** The Site is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Owner, on its own behalf and on behalf of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Owner provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Owner nor any of the Owner's Suppliers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Owner are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

7. **Reservation of Rights; Changes to these Terms.** We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.
8. **Governing Law.** The laws of the Commonwealth of Pennsylvania govern these Terms of Use. You hereby consent to the exclusive jurisdiction and venue of courts in Pennsylvania in all disputes arising out of your use of the Site.
9. **Severability.** If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.
10. **Complete Agreement; Enforceability.** These Terms of Use (and any other terms and conditions referenced herein) constitute the entire agreement between you and the Owner with respect to your use of the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Owner. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
11. **Contact Us.** If you have any questions about these Terms of Use, you can contact us via kristin@kmtraveldesign.com.

Advertising Disclosure Policy

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and other mediums through which you have accessed this Agreement (via desktop, mobile or other application) are collectively referred to as the “Services”. Services also include co-branded or white labeled versions of any of our websites, Apps, and other products. This means that we may, on occasion, receive referral fees or commissions from Suppliers whose products appear on our Site or associated Apps.

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