

# Terms of Use

Updated May 29, 2008

## 1. Your Acceptance

A. By using and/or visiting this website (collectively, including all Content available through the VisualTravelTours.com domain name (the "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use"), (2) VisualTravelTours' privacy notice, found at [http://www. VisualTravelTours.com/privacy](http://www.VisualTravelTours.com/privacy) and incorporated here by reference. If you do not agree to any of these terms or the VisualTravelTours privacy notice, please do not use the VisualTravelTours Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version <http://www.VisualTravelTours.com/terms>. VisualTravelTours may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 2. VisualTravelTours Website

A. These Terms of Use apply to all users of the VisualTravelTours Website, including users who are also contributors of video content, information, and other materials or services on the Website.

B. The VisualTravelTours Website may contain links to third party websites that are not owned or controlled by VisualTravelTours. VisualTravelTours has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, VisualTravelTours will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve VisualTravelTours from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the VisualTravelTours Website and to read the terms and conditions and privacy policy of each other website that you visit.

## 3. VisualTravelTours Accounts

A. In order to access some features of the Website, you will have to create a VisualTravelTours account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify VisualTravelTours immediately of any breach of security or unauthorized use of your account.

B. Although VisualTravelTours will not be liable for your losses caused by any unauthorized use of your account; you may be liable for the losses of VisualTravelTours or others due to such unauthorized use.

## 4. General Use of the Website -- Permissions and Restrictions

VisualTravelTours hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below) and downloaded Tours or other information, without VisualTravelTours' prior written authorization.

B. You agree not to alter or modify any part of the Website.

C. You agree not to access User Submissions (defined below) or VisualTravelTours Content through any technology or

# Terms of Use

Updated May 29, 2008

means other than the video/audio playback pages of the Website itself, or other explicitly authorized means VisualTravelTours may designate.

D. You agree not to use the Website for any prohibited commercial use, without the prior written authorization of VisualTravelTours. Prohibited commercial uses include any of the following actions taken without VisualTravelTours' express approval:

- sale of access to the Website or its related services on another website;
- use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue except as expressly authorized below;
- the sale of advertising, on the VisualTravelTours website or any third-party website, targeted to the content of specific User Submissions or VisualTravelTours content;
- and any use of the Website or its related services that VisualTravelTours finds, in its sole discretion, to use VisualTravelTours' resources or User Submissions with the effect of competing with or displacing the market for VisualTravelTours, VisualTravelTours content, or its User Submissions.

E. Permitted commercial uses are:

- uploading an original Tip, picture, or audio/video to VisualTravelTours to promote your business or artistic enterprise;
- using VisualTravelTours pictures, audio/videos Tips or Electronic Postcards on an ad-enabled blog or website, provided the primary purpose of using them is not to gain advertising revenue or compete with VisualTravelTours;
- any use that VisualTravelTours expressly authorizes in writing.

F. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the VisualTravelTours servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, VisualTravelTours grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. VisualTravelTours reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

G. You will otherwise comply with the terms and conditions of these Terms of Use, VisualTravelTours Digital Millennium Copyright Act Guidelines shown in Section 8 of these Terms of Use, and all applicable local, national, and international laws and regulations.

H. VisualTravelTours reserves the right to discontinue any aspect of the VisualTravelTours Website at any time.

## 5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the VisualTravelTours Website.

A. The content on the VisualTravelTours Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to VisualTravelTours, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. VisualTravelTours reserves all rights

# Terms of Use

Updated May 29, 2008

not expressly granted in and to the Website and the Content.

B. You may access Tours solely:

- To review the Summary descriptive information to determine whether you wish to purchase a specific tour. The Summary information may not be downloaded, copied, used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited in any manner not intended by the normal functionality of the VisualTravelTours Service;
- To purchase Tours through download and/or on a CD disc. All Tours are protected by copyright and are licensed to you only for your personal information and that of your family or traveling companion(s). To that end, the download or the CD may be copied from your computer to your mobile device, but must not be reproduced for sale, distribution, broadcast, resale, re-license, or any other commercial use.

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the VisualTravelTours Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the VisualTravelTours Service or otherwise as prohibited under this Agreement.

D. You may access VisualTravelTours Content, User Submissions and other content only as permitted under this Agreement. VisualTravelTours reserves all rights not expressly granted in and to the VisualTravelTours Content and the VisualTravelTours Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the VisualTravelTours Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the VisualTravelTours Website or the Content therein.

G. You understand that when using the VisualTravelTours Website, you will be exposed to User Submissions from a variety of sources, and that VisualTravelTours is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against VisualTravelTours with respect thereto, and agree to indemnify and hold VisualTravelTours, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

## 6. Your Submissions and Conduct

A. As a VisualTravelTours account holder who is a Travel Writer, Author, Tour Guide, Travel Agent, or Traveler, you may submit travel-related and/or tour-related pictures, audio/video content and textual content to our site as part of the Tour selection, production, and distribution process. You understand that whether or not such Submissions are published, VisualTravelTours does not guarantee any confidentiality with respect to any Submissions.

B. You shall be solely responsible for your own Submissions and the consequences of posting or publishing them. In connection with your Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use, and hereby authorize VisualTravelTours to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of your Submissions to enable inclusion and use of the your Submissions in the manner contemplated by the Website and these Terms of Use. You also certify that you have been to the Tour location within a reasonable period of time, and have ascertained the material contained in your Tour is current and does not pose an unusual risk for an unfamiliar traveler, or that you have placed appropriate warnings in the Tour.

C. For clarity, you retain all of your ownership rights in your Submissions. However, by working with VisualTravelTours to

# Terms of Use

Updated May 29, 2008

produce a Visual and/or Audio Tour, you hereby grant VisualTravelTours a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the produced Tour in connection with the VisualTravelTours Website and VisualTravelTours' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the VisualTravelTours Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the VisualTravelTours Website a non-exclusive license to access your Tour(s) through the Website, and to purchase, use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Use. The above licenses granted by you in Submissions terminate within a commercially reasonable time after TravelTipsAndTours notifies you that your submissions will not be used to produce a Tour for sale. You understand and agree, however, that VisualTravelTours may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. We review all submitted content flagged as Inappropriate to determine whether it violates these Terms of Use—flagged content is not automatically taken down by the system. If we remove your submitted content after reviewing it, you can assume that we removed it purposefully, and you should take our warning notification seriously. If you find other user-submitted content on any of our websites with the same violations, please flag them so we can review them as well!

- VisualTravelTours is for Travel Information and Tips, not for **pornography** or **sexually explicit content**. If this describes your submission, even if it's a video of yourself, don't post it on VisualTravelTours. Also, be advised that we work closely with law enforcement and we report child exploitation.
- Don't post content showing or describing **dangerous or illegal acts**, like animal abuse, drug abuse, or bomb making.
- Graphic or gratuitous **violence** is not allowed. If your submission shows or describes someone getting hurt, attacked, or humiliated, don't post it.
- VisualTravelTours is **not a shock site**. Don't post gross-out videos or descriptions of accidents, dead bodies, etc. This includes war footage if it's intended to shock or disgust.
- In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant VisualTravelTours all of the license rights granted herein.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit **hate speech** which contains **slurs** or the **malicious use of stereotypes** intended to attack or demean a particular gender, sexual orientation, race, religion, or nationality.
- There is zero tolerance for **predatory behavior, stalking, threats, harassment, invading privacy**, or the revealing of other members' **personal information**. Anyone caught doing these things may be permanently banned from VisualTravelTours.
- Don't try to cheat the system. No gamed thumbnails, spamming tags, or creating dummy accounts that do things a human wouldn't do.

E. VisualTravelTours does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and VisualTravelTours expressly disclaims any and all liability in connection with User Submissions. VisualTravelTours does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and VisualTravelTours will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. VisualTravelTours reserves the right to remove Content and User Submissions without prior notice.

## 7. Account Termination Policy

A. Violations of the Terms of Use may result in a warning notification or may result in termination of your account and deletion of all your submissions. We decide whether we believe your violation of our Terms of Use should result in termination of your account. **If you have an account terminated you are prohibited from ever signing up for another account!**

# Terms of Use

Updated May 29, 2008

B. VisualTravelTours reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive size and/or length. VisualTravelTours may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

C. VisualTravelTours will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.

## 8. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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 the law; and
- 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 owner of an exclusive right that is allegedly infringed.

VisualTravelTours's designated Copyright Agent to receive notifications of claimed infringement is the Site Manager. The email is found on the [Contact Us](#) page

A. For clarity, only Digital Millennium Copyright Act notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to VisualTravelTours customer service through the [Contact Us](#) page. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your Notice may not be valid.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

# Terms of Use

Updated May 29, 2008

If a counter-notice is received by the Copyright Agent, VisualTravelTours may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the sole discretion of VisualTravelTours.

## 9. Purchases

**A. Pricing** - VisualTravelTours reserve the right to change the price of any item offered for sale and/or related materials at any time.

**B. Taxes** - All prices are exclusive of sales taxes. Sales tax is applied as applicable.

**C. Agreement to Pay** - You agree that you will pay timely, and that we may charge your credit card for any purchased item, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your purchases. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL PURCHASES, FEES AND FOR PROVIDING VisualTravelTours WITH A VALID CREDIT CARD FOR PAYMENT OF ALL DUE AMOUNTS. All purchases and additional amounts will be billed to the credit card you designated during the registration process. If you want to designate a different credit card or there is a change in your credit card status, you must change your credit card information online at the "**My Account**" section of the VisualTravelTours Site or by contacting Customer Service. (There may be a temporary disruption in the ability to use the VisualTravelTours Purchasing Service until we can verify the validity of the new credit card information.) You agree that VisualTravelTours may use all legal means available to collect due amounts should our attempts to charge your credit card on record fail for any reason. VisualTravelTours will charge you for any collection agency and legal fees it pays while collecting due amounts from you.

**D. Electronic Signatures and Contracts** - Your use of the VisualTravelTours website warrants to us that you have the legal ability to enter into contracts and agreements to make Purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR YOUR PURCHASES AND APPLIES TO ALL ELECTRONIC COMMUNICATIONS AND RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE.

YOU CONSENT TO VisualTravelTours PROVIDING TO YOU ANY INFORMATION THAT WE ARE REQUIRED TO SEND YOU REGARDING YOUR AGREEMENT, PURCHASES AND OTHER TRANSACTIONS ("**REQUIRED INFORMATION**") IN ELECTRONIC FORM. VisualTravelTours MAY PROVIDE REQUIRED INFORMATION TO YOU (1) VIA E-MAIL AT THE E-MAIL ADDRESS YOU SPECIFIED IN YOUR VisualTravelTours MEMBERSHIP SUBMISSION, (2) BY ACCESS TO AN VisualTravelTours WEBSITE THAT WILL BE DESIGNATED IN AN E-MAIL NOTICE SENT TO YOU AT THE TIME THE INFORMATION IS AVAILABLE, OR (3) BY ACCESS TO AN VisualTravelTours WEBSITE THAT WILL BE GENERALLY DESIGNATED IN ADVANCE FOR SUCH PURPOSE. YOU MAY REQUEST PAPER COPIES, WITHDRAW YOUR CONSENT, OR UPDATE YOUR E-MAIL ADDRESS BY SENDING A NOTICE ON THE [Contact Us](#) page. VisualTravelTours MUST RECEIVE YOUR PAPER COPY REQUEST WITHIN 120 DAYS FROM THE DATE THAT VisualTravelTours FIRST PROVIDED THE REQUIRED INFORMATION TO YOU.

IN ORDER FOR YOU TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS, YOU MUST HAVE THE FOLLOWING HARDWARE AND SOFTWARE: A COMPUTER CAPABLE OF READING TEXT FILES, A MODEM OR OTHER MEANS OF ACCESSING THE INTERNET, AND A BROWSER CAPABLE OF ACCESSING AND DISPLAYING WEB PAGES.

NOTWITHSTANDING YOUR CONSENT AS SET FORTH IN THIS SECTION, YOU MAY AT ANY TIME OBTAIN A PAPER COPY OF AN ELECTRONIC RECORD BY SENDING AN E-MAIL TO US AND PAYING A NOMINAL FEE PER COPY.

YOUR CONSENT TO ELECTRONIC AGREEMENTS SET FORTH ABOVE IS NECESSARY FOR USE OF THE VisualTravelTours PURCHASING SERVICE. YOU MAY WITHDRAW CONSENT BY SENDING VisualTravelTours

# Terms of Use

Updated May 29, 2008

AN E-MAIL CONTAINING INFORMATION UNIQUE TO YOU INCLUDING YOUR ACCOUNT INFORMATION; HOWEVER, THIS WILL RESULT IN A TERMINATION OF THIS AGREEMENT AND OF YOUR ABILITY TO USE THE VisualTravelTours PURCHASING SERVICE.

## 10. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE VisualTravelTours WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, URATRIP LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. VisualTravelTours MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE VisualTravelTours WEBSITE. VisualTravelTours DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE VisualTravelTours WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND VisualTravelTours WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 11. Limitation of Liability

IN NO EVENT SHALL VisualTravelTours, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE VisualTravelTours WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT VisualTravelTours SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by VisualTravelTours from its facilities in the United States of America.

# Terms of Use

Updated May 29, 2008

VisualTravelTours makes no representations that the VisualTravelTours Website is appropriate or available for use in other locations. Those who access or use the VisualTravelTours Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## 12. Indemnity

You agree to defend, indemnify and hold harmless VisualTravelTours, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the VisualTravelTours Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the VisualTravelTours Website.

## 13. Ability to Accept Terms of Use

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. VisualTravelTours.com sells products to adults who can purchase with a credit card. If you are under 18, you may use VisualTravelTours only with involvement of a parent or guardian. VisualTravelTours and their affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## 14. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VisualTravelTours without restriction.

## 15. General

You agree that: (i) the VisualTravelTours Website shall be deemed solely based in California; and (ii) the VisualTravelTours Website shall be deemed a passive website that does not give rise to personal jurisdiction over VisualTravelTours, either specific or general, in jurisdictions other than California. These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and VisualTravelTours that arises in whole or in part from the VisualTravelTours Website shall be decided exclusively by a court of competent jurisdiction located in Santa Barbara County, California. These Terms of Use, together with the Privacy Notice at <http://www.VisualTravelTours.com/privacy> and any other legal notices published by VisualTravelTours on the Website, shall constitute the entire agreement between you and VisualTravelTours concerning the VisualTravelTours Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and VisualTravelTours ' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. VisualTravelTours reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review

# Terms of Use

Updated May 29, 2008

these Terms of Use for any changes. Your use of the VisualTravelTours Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND VisualTravelTours AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE VisualTravelTours WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.