

# Terms of Use

## Terms of Use

This Website Use Agreement ("Agreement") is between you ("User") and Servant Travel, Inc ("Company"). In consideration of the right to access and use the Company's website [www.Servanttravel.com](http://www.Servanttravel.com) ("Website"), and the information offered on the Website, User agrees to the terms and conditions of use set forth in this Agreement. This Agreement applies to the products, the services and information currently offered by Company and any products, services, information or products that the Company may choose to offer in the future (unless stated otherwise).

### 1. Company's Control Over Website

(a) Company has the right, but not the obligation, to monitor the use of the Website and its content, and, except as otherwise provided under Section 3, Privacy, may freely use and disclose any information and materials received from the User or collected through User's use of the Website for any lawful reason or purpose. Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request.

(b) Company reserves the right, in its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Website. Amendments to the Agreement will take effect immediately upon being posted to the Website, and User's continued use of the Website constitutes User's acceptance thereof.

(c) Company may change, suspend or discontinue any aspect of the Website at any time, including, but not limited to, content, services offered, products offered, database, hours of availability, and equipment needed for access or use. Company may also impose limits on certain features and services or restrict User's access to parts or all of the Website without notice or liability.

### 2. Intellectual Property Rights

(a) The Website is protected by copyright under United States copyright laws, international conventions, and other copyright laws. The logo, slogans, and other distinctive designs are owned by Company or its licensors and are protected by the state, national, and international laws of trademark, trade dress, and unfair competition. All materials contained within the Website (the "Content") are protected by copyright and are owned or controlled by Company or the party credited as the provider thereof. User will abide by any and all additional copyright notices, information, or restrictions contained in any Content on the Website.

(b) User may download, make copies of, or otherwise reproduce the Content and other downloadable items displayed on the Website for personal, noncommercial use only, provided that User maintains all copyright and other notices contained in such Content. Copying, otherwise reproducing, or storing of any Content for other than User's personal, noncommercial use is expressly prohibited without the prior written consent of the Company or the copyright holder identified in the Content's copyright notice.

(c) By uploading files, inputting data or engaging in any other form of communication (individually or collectively, "Communications") to the Website, User hereby grants to Company a perpetual, world-wide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise exploit such Communications, subject to Section 3, Privacy, in all media now known or hereafter developed. User hereby waives all rights to any claim against the Company for any alleged or actual infringements of any intellectual property rights, proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

### 3. Privacy

Use of the Website is subject to the terms of the Privacy Policy incorporated herein by reference.

### 4. User's Covenants

(a) User represents, warrants and covenants that User shall not upload, post or transmit to or distribute or otherwise publish through the Website any materials which: restrict or inhibit any other user from using and enjoying the Website, are unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, invasive of another's privacy, hateful, tortious or indecent, constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, violate, plagiarize, or infringe the rights of third parties, including, but not limited to, copyright, trademark, patent, rights of privacy or publicity or any other proprietary rights, contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, contain any information, software or other material of a commercial nature, contain advertising of any kind, constitute or contain false or misleading indications of origin or statements of fact, or would harm minors in any way.

(b) User further promises not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any business being conducted on the Website. User may not take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure (e.g., the sending of mass e-mail or junk mail, known as "Spamming"). Users may not link to the Website in any manner that would bypass the Company's home page. Users may not "frame" the Website or any portion thereof.

### 5. User's Acknowledgments

(a) User acknowledges that any and all information provided by User in the course of using the Website becomes the property of the Company. The Company may use this information for any lawful purpose, subject to the Company's Privacy Policy.

(b) User acknowledges that Company, except as otherwise stated, the products or services sold through or advertised in the Website are sold "AS IS", without warranty of any kind.

(c) User acknowledges that transmissions to and from this Website may be read or intercepted by third parties. User acknowledges that any reliance upon any opinion, advice, statement, memorandum, information, or any other material contained in the Website or any of its links shall be at User's own risk. User is responsible for any and all fees, taxes, and expenses which may be incurred through the use of this Website or as the result of the purchase of products/services from within it.

(d) User acknowledges that Company does not attempt to review, edit, modify, regulate or control the content of any sites that are linked to the Website and that Company shall not be held responsible or liable for the accuracy, legality, decency or copyright and trademark compliance of any third party site.

## 6. Disclaimers

Company does not represent or endorse the accuracy or reliability of any advice, opinion, or other information displayed or distributed through the Website. Further, by using the Website and the products and/or services Company offers, User may have access to third parties and other websites. Access to such parties and websites does not constitute an endorsement by Company or any of its subsidiaries or affiliates of third parties, or the resources, products or services offered by them. Company makes no guarantees or warranties of any kind as to such third parties or their products or services, or any information found on the Internet that User may access through use of the Website.

## 7. Disclaimer of Warranty

THIS WEBSITE IS PROVIDED "AS IS." USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE USE OF THE WEBSITE AND ALL ITS CONTENTS IS AT USER'S SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR OTHERWISE ON THE WEBSITE, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE PRODUCTS, SERVICES OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE, REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE OR THAT THE WEBSITE WILL MEET USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ILLEGAL, TORTIOUS OR INFRINGING CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR WITH ANY OF COMPANY'S TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

THE WEBSITE MAY CONTAIN LINKS AND POINTERS TO THIRD PARTIES, AND/OR SPONSORS OF THE WEBSITE. LINKS TO AND FROM THE WEBSITE TO THIRD PARTY SITES DO NOT CONSTITUTE AN ENDORSEMENT BY COMPANY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR RELATED ENTITIES OF ANY THIRD PARTY RESOURCES, OR THEIR CONTENTS.

ADVICE OR INFORMATION OBTAINED BY A USER, EITHER ORALLY OR IN WRITING, FROM THE WEBSITE OR SOME SERVICE OFFERED ON THE WEBSITE SHALL NOT CREATE ANY WARRANTY OF ANY KIND, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT.

## 8. Limitation of Liability

THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE

INABILITY TO USE THE WEBSITE, RESULTING FROM ANY INFORMATION, GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, RESULTING FROM LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DAMAGES EXCEED AMOUNTS, IF ANY, PAID BY USER TO COMPANY.

#### 9. Indemnification

User agrees to indemnify, defend and hold harmless the Company, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys' fees) arising from User's use of the Website, User's violation of the terms of the Agreement or User's infringement, or infringement by any other user of any intellectual property or other right of any person or entity. The terms of this Agreement will insure to the benefit of the Company's successors, assigns and licensees. User covenants to cooperate fully in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without the written consent of the Company.

#### 10. Notices

Except as explicitly stated otherwise, any notices shall be given by e-mail to [info@servanttravel.com](mailto:info@servanttravel.com) (in the case of Company) or to the e-mail address User provided to Company during User's use of the Website (in the case of User), or such other address as either party may specify. Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid.

#### 11. Term: Termination

The term of this Agreement shall commence when the User first visits the Website and shall apply to all of User's subsequent visits. The Company may, with or without cause, immediately terminate this Agreement, and deny User access to the Website. Without limiting the foregoing, Company has the right to immediately terminate User's right to access the Website in the event that User breaches this agreement or engages in conduct that Company, in its sole discretion, considers unacceptable. If this Agreement is terminated, User will no longer be authorized to access the contents of the Website. In the event of termination, the restrictions imposed on User with respect to material downloaded, copied or otherwise reproduced from the Website, the disclaimers and limitations of liabilities and indemnification set forth in this Agreement, shall survive.

#### 12. Breach

Any violation of the terms of this Agreement constitutes a breach. Company may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate User's right to access the Website if User breaches this Agreement or if the Company is unable to verify or authenticate any information User has provided. Company's failure to act with respect to a breach by User or others does not constitute a waiver of Company's right to act with respect to subsequent or similar breaches. Without limiting any other rights Company has, User understands and acknowledges that Company, in its sole discretion, may pursue legal and/or equitable relief against User if User breaches or threatens to breach this Agreement.

#### 13. Copyright Claims

Servant Travel, Inc will review all claims of copyright infringement and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, you will need to send a written communication that includes substantially the following information:

A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;

A description of the copyrighted work claimed to have been infringed;

A description of the infringing material and information reasonably sufficient to permit Servant Travel, Inc to locate the material;

Your contact information, including your address, telephone number, and email;

A statement by you 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 the pains and penalties of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

#### 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to the User's Agreement shall be in the federal and state courts located in Florida.

#### 15. Miscellaneous

This Agreement constitutes the entire understanding between Company and User with respect to User's use of the Website. Any cause of action User may have with respect to the use of the Website must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. The headings contained in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. User may not assign this Agreement.

#### Privacy Policy

##### 1. Our Policy

Servant Travel, Inc (the "Company" "we," or "us"), respects and understand our website [www.servanttravel.com](http://www.servanttravel.com) (the "site") users' concerns about confidentiality and privacy and we take all reasonable steps to ensure that any information you give us is handled in a safe and responsible manner. Because of our respect and understanding of your privacy, we have developed this policy which discloses the Company's privacy practices and describes the information we collect about you during your use of our site and what use we may make of that information.

It is important to remember that by using our site, you agree to the terms of this policy. Because the technology in this area is expanding and improving at such a rapid pace, we suggest that you refer to this policy on a regular basis as it may change, at any time in the Company's sole discretion, in order to allow us to take advantage of any technological advances or for business purposes or legal reasons.

## 2. Information That We May Collect

We collect your information in different areas of our site. The exact information collected varies depending on the areas of our site that you use. We collect all information that you voluntarily disclose in the course of using our site, or in becoming a registered user of our site. In the future, we may require further information as dictated by the nature of the services that we may offer.

In the course of using our site, we automatically track certain information about you. This information includes the URL that you just came from (whether this URL is on our site or not), which URL you go to next (whether this URL is on our site or not), what browser you are using, and your Internet Protocol (IP) address. Many sites automatically collect this information. In addition, we may decide to use cookies on certain pages of our site. Cookies can help us provide information which is targeted to your interests. Cookies are stored on your hard drive, not on our site. Most cookies are "session cookies," meaning that they are automatically deleted at the end of a session.

## 3. Our Use of Your Information

We internally use personally identifiable information to improve our services, to statistically analyze site usage, to improve our content, to customize our site's content and layout and for other customer service purposes. We believe these uses allow us to improve our site and better tailor it to meet our users' needs.

We will also use personally identifiable information to deliver information that, in some cases, is targeted to your interests, such as promotional e-mails. If you supply us with your e-mail address, you may receive occasional e-mail from us announcing services, product information, promotional events, or updates to our website. If you do not wish to receive such mailings, please send us an e-mail [info@servantttravel.com](mailto:info@servantttravel.com) indicating your e-mail address.

## 4. Our Disclosure of Your Information

We do not sell, lend or rent any personally identifiable information about you to any third party outside of the Company, its affiliates, subsidiaries, authorized agents, operating companies and other related entities. We only disclose information to third parties when it is reasonably necessary in order to allow us to perform our services and deliver information, goods and services to you.

We cooperate with all law enforcement inquiries and with all third parties to enforce, the rights of others and all and any federal, state or local law or regulation. We can (and you authorize us to) disclose any information about you to law enforcement or other government officials, including any government officials, as we, in our sole discretion, believe necessary or appropriate. Unfortunately, due to the existing regulatory environment, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), third parties may unlawfully intercept or access files, transmissions or private communications. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personally identifiable information or private communications will always remain private.

## 5. Third Party Collectors of Information

Our policy only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to third parties, whether service providers, advertisers or other sites throughout the Internet, different rules may apply to their use or disclosure of the personal information you disclose to them. Third party service providers, advertisers and other website operators adhere to their

own privacy customs and policies. Because we do not control the privacy policies of third parties, you are subject to the privacy customs and policies of that third party. We do not make any representations or warranties as to how such third parties may use your information.

#### 6. Contacting the Website

If you have any questions about this Privacy Policy, or our practices regarding our site, you can e-mail us at: [info@caribbeanwithpurpose.org](mailto:info@caribbeanwithpurpose.org)