

TERMS OF USE

Last Updated on January 3, 2017.

The website travelhoney.com (the “**Site**”) is brought to you by Travel Honey, Inc. (“**Travel Honey**,” “**we**,” “**us**,” or “**our**”).

YOUR ACCEPTANCE OF THE TERMS OF USE. PLEASE READ THESE TERMS AND CONDITIONS OF USE (the “**TERMS OF USE**” OR “**USER AGREEMENT**”) CAREFULLY BEFORE USING THE SITE AS THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND TRAVEL HONEY. This User Agreement sets forth the terms and conditions which govern your use of the Site and of the Content (as defined below) and the products and services to help plan your travel on or through the Site (collectively, the “**Products and Services**”). BY BROWSING, ACCESING OR OTHERWISE USING THE PRODUCTS AND SERVICES IN ANY MANNER, YOU HEREBY ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, (1) THE TERMS OF USE AND (2) THE [PRIVACY POLICY](#) FOR THE SITE (THE “**PRIVACY POLICY**”). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, PLEASE DO NOT USE THE SITE AND/OR PRODUCTS AND SERVICES AND EXIT NOW.

UPDATES & REVISIONS TO THE TERMS OF USE. PLEASE REVIEW THE TERMS OF USE PERIODICALLY. We reserve the right, in our sole discretion, to update or revise these Terms of Use at any time. In the event of any such update or revision, we will post a notice on the Site that we have changed these Terms of Use together with the updated or revised Terms of Use. Such updates or revisions shall become effective immediately upon the posting thereof. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF UPDATES AND/OR REVISIONS TO THE TERMS OF USE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH UPDATE AND/OR REVISED TERMS OF USE. The most current version of the Terms of Use can be accessed at any time by selecting the Terms of Use link on the bottom of the home page for the Site.

1. CONTENT MADE AVAILABLE ON OR THROUGH THE SITE AND YOUR USE OF CONTENT.

- a. **Description of Content.** The Site contains a wide variety of Content (defined below), whether (1) proprietary to Travel Honey (e.g., the Travel Honey itinerary form and the itineraries accessible on the Site) (“**Travel Honey Content**”), or (2) proprietary to third parties. “**Content**” includes, but is not limited to text, data, files, documents, software, scripts, layout, design, function and “look and feel,” graphics, images, audio, videos, audiovisual combinations, interactive features and any other materials that you may view, access or download (but only as expressly permitted below) through the Site.
- b. **Description of Blog Content.** The blog feature on the Site allows you to post, submit, publish, share or manage Content (“**Blog Content**”). By posting or publishing Blog Content, you agree to the [Travel Honey Tiebreaker Blog Guidelines](#) and represent and warrant to us that you have all necessary rights to distribute Blog Content to us, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the Blog Content. You hereby grant to us and our authorized personnel a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable (in connection with an assignment of the Agreement) and

sublicensable license to copy, publicly perform, publicly display, publish, distribute, modify, translate, create derivative works of, and otherwise use Blog Content as we in our sole and absolute discretion deem appropriate to perform and to promote the Site and our business. You acknowledge and agree that we will own all right, title, and interest in and to any materials, content, or other works of authorship created by us or on our behalf and used in connection with the Site offered by our business. PLEASE BE AWARE THAT ANY INFORMATION, IDEAS OR OPINIONS YOU CHOOSE TO PUBLISH ON OR THROUGH OUR SITE ARE PUBLICLY AVAILABLE AND MAY BE SEEN BY LARGE NUMBERS OF PEOPLE. You hereby acknowledge and agree that any text, data, files, documents, software, scripts, layout, design, function and “look and feel,” graphics, images, audio, videos, audiovisual combinations, interactive features and any other materials created by Travel Honey using or based on the Blog Content, including all intellectual property rights therein, will be exclusively owned by Travel Honey and will constitute Travel Honey Content.

- c. **Description of Itinerary Content.** We invite certain of you to submit Content in an itinerary form (“**Itinerary Content**”). By posting or publishing Itinerary Content, you agree to the requirements set forth on the [Travel Honey Itinerary Submission Guidelines](#) and represent and warrant to us that you have all necessary rights to distribute Itinerary Content to us, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the Itinerary Content. In consideration of the payment made by us to you, you hereby grant to us and our authorized personnel a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable (in connection with an assignment of the Agreement) and sublicensable license to copy, publicly perform, publicly display, publish, distribute, commercialize, modify, translate, create derivative works of, and otherwise use Itinerary Content as we in our sole and absolute discretion deem appropriate to perform and to promote the Site and our business. You acknowledge and agree that we will own all right, title, and interest in and to any materials, content, or other works of authorship created by us or on our behalf and used in connection with the Site offered by our business. PLEASE BE AWARE THAT ANY INFORMATION, IDEAS OR OPINIONS YOU CHOOSE TO PUBLISH ON OR THROUGH OUR SITE ARE PUBLICLY AVAILABLE AND MAY BE SEEN BY LARGE NUMBERS OF PEOPLE. You hereby acknowledge and agree that any text, data, files, documents, software, scripts, layout, design, function and “look and feel,” graphics, images, audio, videos, audiovisual combinations, interactive features and any other materials created by Travel Honey using or based on the Itinerary Content, including all intellectual property rights therein, will be exclusively owned by Travel Honey and will constitute Travel Honey Content.
- d. **Our Proprietary Rights.** You acknowledge and agree that all Content, whether publicly posted or privately transmitted, as well as all derivative works thereof, are owned by Travel Honey (e.g., Travel Honey Content) or other parties that have licensed their material to Travel Honey (e.g., Blog Content and Itinerary Content), and are protected by copyright, trademark and other intellectual property laws. Except as specifically permitted herein, Content may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, including by e-mail or other electronic means, without the prior consent of Travel Honey or such third-party that owns the Content. All rights not expressly granted herein by Travel Honey and/or its licensors to you are reserved by Travel Honey and/or its licensors.
- e. **Our Proprietary Rights.** It is highly unlikely that we will know about any potential violations of your rights unless you tell us. Therefore, if you believe that your

copyrighted work has been infringed through the Site, you may send a written notice to Travel Honey (see the “Contact Information” section below) and we will respond pursuant to the Digital Millennium Copyright Act (“DMCA”) procedure. Travel Honey reserves all rights to seek damages and fees associated with infringement and/or fraud.

- f. **Restrictions on Your Use of Content.** You may access and use Content solely for your information and personal, non-commercial use, as intended through the functionality of the Products and Services and permitted under this User Agreement. Any modification of the Content, use of the Content on any website or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, without the prior consent of Travel Honey or its licensors, as applicable, is a violation of the copyright, trademark and other proprietary rights in the Content and is expressly prohibited. You agree not to circumvent, disable or otherwise interfere with security-related features of the Products and Services that prevent or restrict the use or copying of any Content and not to alter, remove or falsify any attributions or other proprietary designations of origin or source of any Content appearing on the Site. You shall not download any Content unless you see a “download” or similar link displayed by us on the Site for such Content. We do not have an obligation to detect the presence of Harmful Code (as defined in below). If you download any Content from the Site, you do so at your own risk.
- g. **Disclaimer.** Content, and all information, including blog posts and itineraries, provided to you by us to help plan your travel in connection with our Products and Services (“Travel Information”), is provided to you AS IS and for informational purposes only. You understand that we do not guarantee the accuracy, safety, integrity or quality of Content or Travel Information and you hereby agree that you must evaluate and bear all risks associated with the use of any Content or Travel Information, including any reliance on the integrity and accuracy of such Content or Travel Information. We do not warrant that the quality of our Products and Services, Travel Information or other information and material obtained by you from us will meet your expectations or that any errors in the Products and Services, Travel Information or any other information and material will be corrected. NOTHING ON OUR SITE SHOULD BE DEEMED TO CONSTITUTE A RECOMMENDATION TO PURCHASE, SELL OR HOLD, OR OTHERWISE TO CONSTITUTE ADVICE REGARDING, ANY REGISTERED OR UNREGISTERED SECURITY.

- 2. RESTRICTIONS ON YOUR USE OF THE PRODUCTS AND SERVICES.** You agree not to access or use the Site and/or Products and Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore. You shall not post or transmit via the Site and/or Products and Services (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Site and/or Products and Services in any manner, including without limitation, through the use of methods such as denial of service attacks, flooding or spamming, and you will not transmit, distribute, introduce or otherwise make available in any manner through the Products and Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code (collectively, “Harmful Code”). You shall not use the Site and/or Products and Services in any manner that could damage, disable or impair our products, services or networks. You shall not attempt to gain unauthorized access to any computer systems or

networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Site and/or Products and Services.

- 3. TRADEMARKS/SERVICE MARKS, LOGOS, SLOGANS AND TAGLINES.** All trademarks, service marks, logos, slogans and taglines displayed on or through the Site and/or Products and Services are the property of Travel Honey or its respective owners and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on or through the Site and/or Products and Services without the express written permission of Travel Honey, or such third-party that may own the trademark, service mark, logo, slogan or tagline.
- 4. TERMINATION/EXCLUSION.** You understand that the Site and Products and Services are provided as a courtesy to you and that we may modify, suspend or terminate all or a portion of the Site and/or Products and Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing the Site and/or Products and Services for any reason or for no reason whatsoever, including improper use of the Site and/or Products and Services or failure to comply with these Terms of Use, and to take any other action we deem appropriate. You agree that Travel Honey shall not be liable to you or any third party for any termination of your access to the Site and/or Products and Services.
- 5. VISITOR/USER SUGGESTIONS.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, reviews, or other information provided by you to Travel Honey (collectively, “**Feedback**”) are not confidential and you hereby grant to Travel Honey a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as it deems appropriate, for any and all commercial or non-commercial purposes, in its sole discretion. Please be advised that any information you provide in connection with your Feedback you provide any such information at your own discretion and risk.
- 6. LINKS TO OTHER SITES.** Our Site may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit. Please be aware that the terms of our Privacy Policy do not apply to these third party websites.
- 7. YOUR ABILITY TO ACCEPT THIS USER AGREEMENT.** You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this User Agreement, and to abide by and comply with this User Agreement.
- 8. DISCLAIMER OF WARRANTY.** ACCESS TO THE SITE AND/OR PRODUCTS AND SERVICES IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVEL HONEY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY

IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TRAVEL HONEY DOES NOT WARRANT THAT ACCESS TO THE SITE AND/OR PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES TRAVEL HONEY MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SITE AND/OR PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE TRAVEL INFORMATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE TRAVEL INFORMATION, IS AT YOUR SOLE RISK. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR IMPROPER DISCLOSURE OF INFORMATION CAUSED BY YOU. TRAVEL HONEY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF THE ADVICE, IDEAS, TRAVEL INFORMATION, OTHER INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SITE AND/OR PRODUCTS AND SERVICES.

9. LIMITATION OF LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL TRAVEL HONEY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE TRAVEL INFORMATION, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF TRAVEL HONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE TRAVEL HONEY AND HOLD IT AND ITS LICENSORS AND SUPPLIERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE AND/OR PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE TRAVEL INFORMATION. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. WITHOUT LIMITING THE FOREGOING, IN THE EVENT OF ANY PROBLEM WITH THE SITE, PRODUCTS AND SERVICES, TRAVEL INFORMATION AND/OR THE CONTENT, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITE, PRODUCTS AND SERVICES, TRAVEL INFORMATION AND/OR CONTENT. NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, IF TRAVEL HONEY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF OUR PRODUCTS AND SERVICES OR THE TRAVEL INFORMATION, TRAVEL HONEY' LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT PAID BY YOU TO TRAVEL HONEY WITH RESPECT TO SUCH PRODUCTS AND SERVICES OR TRAVEL INFORMATION OR (II) FIFTY U.S. DOLLARS (\$50). Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

- 10. INDEMNIFICATION.** Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless and defend Travel Honey and its parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees, lenders, licensors and suppliers and their parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, “**Indemnified Parties**” and each, individually, an “**Indemnified Party**”) against all costs, expenses, liabilities and damages (including reasonable attorney’s fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your use of the Site and/or Products and Services; (ii) your failure to comply with any applicable laws and regulations; and/or (iii) your breach of any obligations set forth in this User Agreement. You shall not settle any such claim without the written consent of the applicable Indemnified Party.
- 11. MODIFICATIONS TO THE PRODUCTS AND SERVICES AND PRICES.** Subscription fees for our Products and Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Site and/or Products and Services (or any part thereof or Content therein) without notice to you. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Site and/or Products and Services.
- 12. MODIFICATION OF THESE TERMS OF USE.** We reserve the right to change these Terms of Use or Privacy Policy and any terms, conditions and notices under which the Site and/or Products and Services are offered. We may terminate these Terms of Use at any time by suspending or terminating access to the Site and/or Products and Services. You can see when these Terms of Use were last revised by referring to the “Last Updated” legend above. Your continued use of the Site and/or Products and Services after we have posted revised Terms of Use signifies your acceptance of such revised Terms of Use. No amendment or modification of these Terms of Use will be binding unless posted to the Site by our duly authorized representative.
- 13. ERRORS, INACCURACIES AND OMISSIONS.** Occasionally there may be information on our Site or associated with the Products and Services that contains typographical errors, inaccuracies or omissions that may relate to Travel Information, promotions, offers, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Products and Services or on any related website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Site or with respect to the Products and Services or on any related website, including without limitation, Travel Information, except as required by law. No specified update or refresh date applied to the Site and/or Products and Services or on any related website should be taken to indicate that all information with respect to the Site and/or Products and Services or on any related website has been modified or updated.
- 14. MISCELLANEOUS.** This User Agreement shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its rules on conflicts or choice of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this User Agreement. This User Agreement constitutes the sole agreement between you and Travel Honey for your use of the Site and the provision of the Products and Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this User Agreement shall bind either you or Travel Honey.

Any of the terms of this User Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this User Agreement or affecting the validity or enforceability of the User Agreement as a whole. Failure to insist on performance of any of the terms of the User Agreement will not operate as a waiver of any subsequent default. No waiver by Travel Honey of any right under this User Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This User Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. A printed version of this User Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This User Agreement, together with our Privacy Policy constitutes the entire agreement between you and Travel Honey with respect to use of the Content, Site, Products and Services and/or Travel Information and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Travel Honey with respect to the Content, Site, Products and Services and/or Travel Information.\

15. CONTACT INFORMATION.

If you have questions or concerns with respect to Travel Honey or our Site, please contact us using one of the following options:

By e-mail: support@travelhoney.com

By phone:

Main Office: 844-344-8755

By FAX:

Main Office: 844-344-8755

By mail:

Travel Honey, Inc.
PO Box 170371
Boston, MA 02117