

The Travel Tree

Terms and Conditions

Please read the following Terms & Conditions carefully before using this site. Use of this site indicates acceptance of these Terms and Conditions.

The following terms and conditions govern your (“You” or “User”) use of this Web site (the “Site”). The Site is owned and operated by The Travel Tree Inc. (“Travel Tree”). Use of the Site is offered to the User conditioned on acceptance by the User without modification of the terms, conditions and notices contained herein. Use of the content, services, and/or products presented in any and all areas of these sites constitutes the User's agreement to abide by the following terms and conditions and those posted in specific areas of these sites. The Travel Tree may revoke Your ability to use the Site at any time and for any reason (or no reason).

The Travel Tree may amend these terms and conditions at any time. All amended terms and conditions shall automatically be effective upon being posted by The Travel Tree to the Site. Accordingly, You should check the Site frequently for any changes to these terms and conditions.

For information regarding the types of information that may be collected from You as a result of your use and registration on the Site, and how that information is protected and may be shared, please refer to The Travel Tree’s Privacy Policy.

The Travel Tree does not solicit, request or knowingly collect personal information from individuals under the age of 13. The Travel Tree complies in all respects with the Children’s Online Privacy Protection Act (“COPPA”). The Travel Tree may request certain information, such as name and age, about your children for ticketing purposes, but in no event will The Travel Tree attempt to contact any individuals under the age of 13 directly. All information regarding children under the age of 13 will be obtained from such children’s parents or legal guardians and will be utilized and shared in accordance with all applicable laws, these Terms and Conditions and The Travel Tree’s Privacy Policy.

In the event that children between the ages of 13 and 17 attempt to register to use the Site, The Travel Tree will request that the child provide The Travel Tree with a valid email address for the child’s parent or legal guardian. The Travel Tree will then send an email to the parent or guardian to determine if the parent or guardian desires to

grant permission for the child to register for the Site, and provide The Travel Tree all of the information required in connection with the registration and use of the Site. In addition, by granting permission, the parent or guardian will be acting on behalf of the child to legally bind the child to the Terms and Conditions, as the same may change from time to time. The parent or guardian will be required to provide The Travel Tree one or more pieces of identifying information to permit The Travel Tree to verify the identity of the individual granting permission.

Limited License

The Travel Tree grants to You a limited, revocable and non-exclusive license to access and make personal use of the Site solely for its intended purpose and for no other purpose. The Travel Tree may revoke this license at any time and without prior notice, for any reason or for no reason, in The Travel Tree's sole discretion. No portion of the Site may be modified, copied or framed without the express prior written consent of The Travel Tree except that You may make one copy of these Terms of Use for your personal records. Without limiting the foregoing, the information, data, software, photographs, logos, graphs, video, typefaces, graphics, music sounds, images, illustrations, designs, icons and other materials (collectively, "Content") on this Site are copyrighted works of The Travel Tree or its content providers. Content retrieved from this Site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the express written permission of an authorized officer of The Travel Tree. You shall comply at all times with all applicable laws, statutes, ordinances and regulations regarding Your use of the Site. Use of the Site does not act as an express or implied grant to you of any right or remedy under any law governing trademarks /service marks, copyrights, patents, unfair competition or trade secrets.

Access to certain areas of the Site may become available only to registered members. To become a registered member, You may be required to provide certain information. You may choose not to provide the required information, however, in such event, You will not be able to establish an account on the Site. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that You have the right to supply us with such information. You are responsible for maintaining the secrecy of your member ID and password.

You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability You may incur as a result of the use of the Site. In addition, You will be financially accountable for all use of the Site by You and anyone using Your password and login information, with or without Your consent.

Copyright and Trademark Information

All contents of the Site are: Copyright © 2011, The Travel Tree, Inc., or are copyright of third-party content providers, and are protected by international copyright law. All rights reserved.

The Travel Tree, The Travel Tree STYLE, The Travel Tree TOURS, The Travel Tree CRUISES, and Logo, are ALL properties of The Travel Tree, Inc. All rights reserved. Other trademarks/logos are the property of their respective owners.

Disclaimer And Limitation of Liability

None of the Content shall be construed as an offer for the sale or provision of any services, goods, or products of The Travel Tree or any other entity. All content contained in this Site is provided for informational purposes only. The Travel Tree may modify all tour itineraries, prices, dates, hotels, departures, destinations, and availability of the foregoing at any time without notice.

THE SITE AND ALL CONTENT IS PROVIDED "AS IS," "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SITE OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SITE OR THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, The Travel Tree MAKES NO WARRANTY THAT ANY DEFECTS, WHETHER KNOWN OR UNKNOWN, WILL BE CORRECTED, OR THAT THE WEB SITE WILL BE VIRUS-FREE. The Travel Tree DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN THOSE STATES, The Travel Tree'S LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. USE OF THIS SITE IS AT YOUR OWN RISK.

UNDER NO CIRCUMSTANCES WILL The Travel Tree BE LIABLE UNDER ANY SECTION OF THESE TERMS OF USE OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT The Travel Tree HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. The Travel Tree SHALL NOT BE LIABLE FOR ANY MONETARY AMOUNT TO YOU AS A RESULT OF OR

ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OF USE MAY BE BROUGHT BY YOU OR The Travel Tree MORE THAN ONE (1) YEAR AFTER THE EVENT UNDERLYING THE CAUSE OF ACTION HAS OCCURRED. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THESE TERMS OF USE AND YOUR USE OF THE SITE OR THE SERVICES PROVIDED THEREBY. IN JURISDICTIONS THAT RESTRICT LIMITATION OF LIABILITY PROVISIONS, The Travel Tree'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT TAUCK IS NOT LIABLE FOR ANY CONDUCT OF ANY USER OF THE SITE.

User Comments, Feedback and Other Submissions

All information, comments, feedback, photographs, videos, stories, suggestions and ideas disclosed, submitted or offered to The Travel Tree in connection with the use of this Site (collectively, "Comments"), shall be and remain the exclusive property of The Travel Tree, and, by submitting the same to The Travel Tree, the author hereby grants to The Travel Tree an exclusive, irrevocable, royalty-free, freely-assignable (through multiple tiers) right and license to use such Comments, in any medium, for any and all purposes, including but not limited to, commercial purposes (including, without limitation, product development, manufacturing, distributing and marketing), displaying publicly, reproducing, or creating derivative works therefrom. For example, your comments may be used in radio, television, print, third-party social media websites, and/or online advertisements, and your photographs may be used in our marketing materials. Your name may be used with any Comments you submit. The Travel Tree is under no obligation to maintain your name or your Comments in confidence, to pay to you any compensation for any Comments submitted, to credit you with respect to any Comments, or to respond to any of your Comments. You agree that you will be solely responsible for the content of any Comments you make. By submitting any Comments to Tauck or this Site, you are representing and warranting to Tauck that you are the exclusive author of such Comments, that such Comments are your original work, and that you have all right, title and interest necessary to grant the rights to Tauck granted by Your submission of such Comments to Tauck.

Relationship With Other Parties

Unless otherwise indicated, The Travel Tree is not an agent or representative of any third party and has not authorized any third party to act on its behalf. The Travel Tree's use of a trademark, service mark, trade name, logo, slogan, or symbol, or other designation in connection with a product or service of another entity (including all hotels, airlines, car rental agencies, cruise tours) should not be construed as an

indication of The Travel Tree's sponsorship of, affiliation or connection with such other entity.

Links to Sites of Other Parties

The Content contained on this Site may include links to other sites. The other sites may not be under the control of The Travel Tree and The Travel Tree is not responsible for the information or content contained on any web site not owned by The Travel Tree. The Travel Tree has included the links as a convenience to you. The Travel Tree does not endorse, sponsor or approve any other site, or product or service offered by any other site, for which it has provided a link.

Indemnification

You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates harmless from any liability, loss, claim and expense including reasonable attorneys' fees, related to your violation of these Terms and Conditions or use of this Site.

Notices

Except as explicitly stated otherwise, (i) any notices to The Travel Tree shall be made by telephone to The Travel Tree, Inc., at 1-800- 336-9066, and (ii) any notices to You shall be made by postings to our site or via postal mail. Alternatively, we may give You notice by sending an e-mail to the e-mail address You provided us or by postal mail to the postal address You provided us. In the case of e-mail, notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. In the case of postal mail, notice shall be deemed given 5 days after the date of mailing.

Copyright Infringement

The Travel Tree respects the intellectual property of others. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please provide written notice to us via EMAIL. Please note that your written notice must meet the requirements of the Digital Millennium Copyright Act of 1998 ("DMCA"), 17 U.S.C. §512.

Miscellaneous

These Terms and Conditions represent the entire agreement between you and The Travel Tree regarding your use of this Site and supersede any prior or other statements or representations. The performance of these Terms and Conditions shall be governed by the internal laws of the State of Florida, County of Miami-Dade,

United States of America, without regard to any principles of conflicts of law. All legal proceedings arising out of or in connection with this Site brought by you shall be brought solely in the federal or state courts located within the State of Florida, County of Miami-Dade. You expressly submit to the personal jurisdiction and venue of said courts and waive any claims of inconvenient or improper forum or similar claims or defenses. Should any part of these Terms and Conditions be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Travel Tree may at any time, with or without cause or reason, modify, suspend or rescind these Terms and Conditions and your continued use of this Site will be conditioned upon the Terms and Conditions in force at the time of your use. Any rights or obligations granted to You hereunder may not be assigned or transferred to any other person or to any entity.