

# Terms of Use

Last updated: December 23, 2015

Welcome to GoTrekkin™, a social travel platform that enables you to create itineraries, meet like-minded travelers, share tips, and crowdfund trips! The “GoTrekkin Service” is defined as all websites, webpages, smartphone applications, and other Internet-based services under the ownership or control of Go Trekkin, LLC, a Florida limited liability company (the “Company,” “we,” or “us”), including without limitation our GoTrekkin.com™ website, our GoTrekkin™ electronic newsletter, and our En Route™ travel blog.

BEFORE YOU USE THE GOTREKKIN SERVICE IN ANY WAY, CAREFULLY READ ALL OF THE FOLLOWING CONCERNING YOUR LEGAL RIGHTS AND LIMITATIONS, AND PLEASE ASK US ANY QUESTIONS YOU MAY HAVE BY WRITING AN EMAIL TO: [info@GoTrekkin.com](mailto:info@GoTrekkin.com)

## 1. YOUR ACCEPTANCE OF THE AGREEMENT

This Terms of Use, along with our separately stated Privacy Policy and Community Guidelines we may update from time to time, together constitute the entire, complete, and binding agreement between you and Go Trekkin, LLC with respect to the subject matter discussed herein (“Agreement”). The GoTrekkin Service is offered to you conditioned upon your acceptance of the Agreement.

BY USING THE GOTREKKIN SERVICE FOR ANY PURPOSE, WITH OR WITHOUT A USER ACCOUNT AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT (1) YOU HAVE READ AND UNDERSTOOD THIS TERMS OF USE, THE PRIVACY POLICY, AND THE COMMUNITY GUIDELINES, (2) YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW AND (3) YOU ACCEPT AND AGREE TO BE BOUND BY THE AGREEMENT AS IT APPEARS ON EACH RESPECTIVE DATE YOU USE THE GOTREKKIN SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THE AGREEMENT, YOU ARE **NOT ALLOWED** TO ACCESS OR USE THE GOTREKKIN SERVICE IN ANY WAY.

1.1. Eligibility. Among other conditions, you must meet the following age and location requirements to accept the Agreement and use the GoTrekkin Service:

1.1.1. Age Requirement. The GoTrekkin Service is intended for persons 18 years of age and older. If you are between 13 and 17 years of age, you may use the GoTrekkin Service only under the supervision of your parent or legal guardian who explains the Agreement to you and agrees to be bound to it on your behalf. You may NOT use the GoTrekkin Service if you are under 13 years of age.

1.1.2. Location Requirement. You may NOT use the GoTrekkin Service if you are located within any place where doing so is illegal. For example, nothing from the GoTrekkin Service may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) North Korea, Syria, or any other country to which the U.S. has embargoed goods, or (b) to anyone on

the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the GoTrekkin Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

- 1.2. Changes to the Agreement. We reserve the right to modify, amend, or otherwise change this Terms of Use and the Agreement, in whole or in part, at any time. Such changes to the Agreement will take effect as of the "Last updated" date stated at the top of this webpage. Each time you access the GoTrekkin Service, you agree to be bound by the most current version of the Agreement. We will notify our users of any such changes that are material (*i.e.*, changes that substantially affect your rights) by either sending a notice to the last email address you provided to us or by placing a notice on this webpage. However, it is ultimately your responsibility to review this webpage for any changes to the Agreement before using the GoTrekkin Service. For reasons of commercial practicality, you may not change any terms in the Agreement without our prior written consent.

## 2. GOTREKKIN SERVICE & CONTENT

The GoTrekkin Service is entirely owned, controlled, and operated by Go Trekkin, LLC, a Florida limited liability company, and is provided to users who access our services at our business location in Duval County, State of Florida, U.S.A. (the "Business Location"). You agree that, by accessing and using the GoTrekkin Service, or any part thereof, you are voluntarily coming onto and purposefully availing yourself to the services offered in this Business Location. If you access the GoTrekkin Service from outside of the Business Location, you do so on your own initiative and are solely responsible for compliance with any local laws and regulations that may be applicable. You agree to indemnify, hold harmless, and defend Go Trekkin, LLC for any charges or claims based upon a law(s) outside the U.S.A. that are caused by your access or use of the GoTrekkin Service in violation of such other laws or regulations.

- 2.1. License to Use GoTrekkin Service. Subject to all conditions, restrictions, and eligibility requirements described herein, we hereby grant you a limited, non-transferrable, non-exclusive, royalty-free, worldwide, revocable license to access the GoTrekkin Service, create a user account and profile, and use the GoTrekkin Service for your own lawful, personal, and non-commercial purposes. This license is not a sale and does not grant you any ownership rights, title, interest, or any other rights in either the GoTrekkin Service or any of the contents you find therein.
- 2.2. User Account, Registration & Password. To access the full features of the GoTrekkin Service (*e.g.*, create travel itineraries, follow other users' activities, raise funds for trips from others, book travel reservations through third-party sites or platforms, read and post travel reviews and ratings, participate in discussions and forums, receive newsletters and travel planning content, and enter surveys, contests, or sweepstakes), you will need to create a user account by either registering with a new user name and password or by logging in with your Facebook, Twitter, or Google Plus user name and password. However, the latter methods require you to also comply with the terms, conditions, and privacy policies of whichever third party service you use (see below discussion about third party services and content). By having a user account and profile, you give us and all other users

of the GoTrekkin Service the ability and right to view your profile and content; except that any privately transmitted messages or itineraries can only be viewed by us and your intended recipients. There is currently no fee to create and maintain a user account and profile on the GoTrekkin Service.

2.2.1. You are Responsible for Your Account. You are solely responsible for your user account, password, and profile. So long as have a user account on the GoTrekkin Service, you agree to safeguard your user account login name and password and to supervise and take full responsibility for any use of and activity on your account and profile by you or anyone other than you (whether authorized by you or not), which includes all activity that can be linked or traced back to your user account. You agree to immediately notify us of any unauthorized use of your user account, password, or profile and report a lost or stolen password or account name to us at [info@GoTrekkin.com](mailto:info@GoTrekkin.com)

YOU ACKNOWLEDGE AND AGREE THAT: (1) NEITHER GO TREKKIN, LLC NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR USER ACCOUNT; AND (2) THE UNAUTHORIZED USE OF YOUR USER ACCOUNT OR PASSWORD COULD CAUSE YOU TO INCUR LIABILITY TO BOTH GO TREKKIN, LLC AND OTHER USERS OF THE GOTREKKIN SERVICE.

2.3. Electronic Communications & Newsletter. When you create a user account on the GoTrekkin Service, send us an email, or otherwise provide us your email address, you are communicating with us electronically and thereby consent to receive emails and other electronic communications, notices, messages, and information about our services and products, including our electronic newsletter. We may publish or deliver our newsletter and other electronic communications to you through one or more media of our choosing and in the form of periodic issues with a frequency of our choosing. Unless such email is necessary to facilitate a transaction, such as to complete a sale or provide you with a sales receipt, we will give you the opportunity to “Unsubscribe” and thereby opt-out of receiving our electronic newsletter and other commercial communications from us by following the hyperlinked opt-out instructions at the bottom of each such communication.

2.4. Restrictions on Your Use of GoTrekkin Service. Notwithstanding the foregoing, you agree that you will NOT use the GoTrekkin Service, or any portion(s) thereof or content found therein, in any way that is not expressly permitted by this Terms of Use or in any way that violates the governing law or any other applicable local, state, national and international laws and regulations of your residence and location; and that if you do, your right to access and use the GoTrekkin Service will effectively be terminated and you may be subject to various liabilities under the applicable laws. Specifically, and unless otherwise we expressly authorize in writing, you represent, warrant, and agree that you will:

(a) NOT use the GoTrekkin Service in a way that violates any law or infringes the rights of any person;

- (b) NOT use the GoTrekkin Service or any of its contents for any commercial purpose, including but not limited to, selling access to the GoTrekkin Service or its contents, gaining advertising or subscription revenues, and collecting, data-mining, or harvesting personally identifiable information, including account names or email addresses for your profit;
- (c) NOT act as an agent, affiliate, or representative of Go Trekkin, LLC or the GoTrekkin Service;
- (d) NOT modify, translate, adapt, edit, transform, or otherwise create derivative works of or from any part of the GoTrekkin Service or contents you find therein;
- (e) NOT circumvent, hack, disable, decompile, reverse-engineer, DDOS attack, password sniff, inject malicious code into, or interfere in any way with security-related features, robot-exclusion headers, technical measures, algorithms, source code, or digital rights management tools that restrict or limit use or copying of the GoTrekkin Service or any contents therein;
- (f) NOT impose, in our opinion, an unreasonable or disproportionately large burden on our infrastructure;
- (g) NOT deep-link to any portion of the GoTrekkin Service for any purpose;
- (h) NOT frame, mirror, or otherwise incorporate any part of the GoTrekkin Service into any other website, webpage, mobile application, product, or service; and
- (i) NOT post, publish, or transmit any one or more of the following on the GoTrekkin Service:
  - (1) Virus, Trojan horse, worm, malware, or other malicious code;
  - (2) Robot, spider, scraper, crawler, avatar, offline reader, intelligent agent, or other automated means or any manual process for any purpose;
  - (3) Junk-mail, chain letter, phishing message, mass mailing, or SPAM;
  - (4) Illegal, infringing, pirated, or plagiarized content;
  - (5) Vulgar, obscene, sexual, erotic, pornographic, or otherwise inappropriate content;
  - (6) Racially, ethnically, or otherwise discriminatory language;
  - (7) Defamatory, false, fraudulent, or otherwise untruthful language;
  - (8) Harassing, intimidating, stalking, hateful, or threatening language;
  - (9) Online vandalism;
  - (10) Impersonation or identity theft of another person;
  - (11) False or knowingly misspelled names;
  - (12) Invasion of another person's privacy rights;
  - (13) Political campaigning.

2.5. Our Rights to Refuse Service. Notwithstanding anything herein to the contrary, we reserve the rights to suspend or cancel your user account, and to halt, change, interrupt, suspend, discontinue, cancel,

block, deny, and refuse you access to our GoTrekkin Service, or any part thereof, at any time, any way, and at our sole discretion, and without any reason, notice, or compensation to you.

2.6. Content. The GoTrekkin Service may include, but is not limited to, the following types of content: ideas, information, data, text, tags, script, posts, messages, comments, questions, slogans, newsletters, descriptions, pricing, tables, statistics, rankings, ratings, reviews, lists, maps, spreadsheets, models, pictures, photos, presentations, drawings, graphics, logos, designs, brands, images, buttons, icons, widgets, interfaces, applications, application programming interfaces (“APIs”), software, source code, object code, digital files, compilations, compositions, sounds, sound recordings, audio clips, music, jingles, spoken word, performances, speeches, audio-visual works, interactive works, games, video games, movies, films, shows, videos, video clips, commercials, infomercials, advertisements, and all other materials, features, and functions that we may make available to you on the GoTrekkin Service (collectively, the “Content”); however, “Content” as used herein does not include anything uploaded to or hyperlinked by the GoTrekkin Service which originates from you or any third party(s). All of the Content (not originating from you or any third party) is owned by either the GoTrekkin, LLC or our affiliate(s) or licensor(s), and we reserve the right to change or remove such Content from the GoTrekkin Service without any reason or notice to you.

2.6.1. Travel Related Content. We are not a travel agent, booking agent, or operator of any transportation, accommodations, tours, rentals or vacation packages. However, the GoTrekkin Service may feature Content comprising a travel-related marketplace for you to find travel ideas, plan itineraries, and book reservations and rentals through hyperlinks to third-party owned websites, platforms, or services. For example, information about travel times, availabilities, rates, and prices for airfare, hotels, motels, hostels, and transportation may be quoted on the GoTrekkin Service for your convenience. Quotes we provide are merely estimates and we DO NOT GUARANTEE the accuracy of any such information, which is subject to constant change and fluctuations in supply and demand, blackout dates, taxes, service provider fees, prevailing currency conversion rates and other qualifications, restrictions, and other variable factors dependent on third-parties and natural causes.

2.6.2. Social Networking Content. The GoTrekkin Service may feature Content enabling you to click “Follow” and thereby view travel-related and other information about another user of the GoTrekkin Service. By creating a user account on the GoTrekkin Service, you consent to allowing all other users to click “Follow” and view your profile and information appearing on the GoTrekkin Service; which means they will have the right and ability to view all of your activities and content on the GoTrekkin Service, including details about your trips, itineraries, crowdfunding campaigns, and comments. Additionally, certain parts of the GoTrekkin Service may allow you to “share” particular pieces of Content with your friends on social media platforms or via email, text-messaging, or other media. These features permit you a limited right to send, post, publish, distribute, transmit, and display particular types of Content on social media platforms owned by third parties including Facebook, Twitter, and Google Plus, and you understand that when you “Share” Content as such, you will likely be subject to all of the terms,

conditions, and policies of the respective third parties who own, control, or operate such platforms in addition to the Agreement to use the GoTrekkin Service.

2.6.3. Crowdfunding Content. The GoTrekkin Service may feature Content enabling you to raise any amount of donations from one or more other users of the GoTrekkin Service to help fund your travel(s). We do not currently allow loan-based or equity-based crowdfunding. When you contribute a donation(s) to help fund a trip for another user on the GoTrekkin Service, we will collect your payment information and transmit it to a payment processing vendor to complete the transaction in accordance with our Privacy Policy. A third party vendor of our choosing, and not GoTrekkin, LLC itself, will process the payment. You agree that Go Trekkin, LLC will be entitled to a service fee of seven percent (7%) of all amount(s) you contribute to help fund the trip of another user(s) of the GoTrekkin Service. If you receive funds from others through the GoTrekkin Service, you agree that Go Trekkin, LLC can deduct this percentage from collected funds as our service fee in consideration for facilitating your crowdfunding campaign(s).

2.6.4. Restrictions on Use of Content. You may use only one (1) copy of each piece of Content appearing on the GoTrekkin Service in the same form and condition as available on the GoTrekkin Service for your non-commercial and personal information, education, or shopping purposes. Otherwise, you expressly agree that you will:

- (a) NOT download, reproduce, or otherwise copy any piece of Content unless there is a “Download” button displayed for that particular piece of Content;
- (b) NOT alter, modify, distort, develop, adapt, translate, decompile, disassemble, make derivatives works of, extract, or reverse-engineer any of the Content, in whole or in part;
- (c) NOT delete, eliminate, remove, obstruct, or alter any text or symbol containing a copyright notice (i.e. “©”), trademark or service mark notice (i.e. “™”, “SM”, or “®”), or any other legal notice(s) or legal statements we place on any Content or the GoTrekkin Service;
- (d) NOT use Content for your commercial gain, including but not limited to soliciting us or other users of the GoTrekkin Service for commercial purposes, or reproducing, duplicating, transferring, distributing, redistributing, compiling, data-mining, reselling, broadcasting, displaying renting, leasing, subleasing, licensing or sublicensing, generating royalties from, generating advertisement revenues from, generating subscription fees from, otherwise exploiting or implying sponsorships, promotions, or endorsements with the Content or any part thereof (whether in object code form, source code form, or otherwise); and
- (e) NOT use Content for any purpose if your user account or right to use the GoTrekkin Service is cancelled or terminated.

2.6.5. User Generated Content. We may allow you and other users of the GoTrekkin Service to create, submit, supply, upload, post, publish, add, edit, distribute, display, share or otherwise provide

your own content, including without limitation trip itineraries, comments, messages, ideas, suggestions (tips), invitations (invites), reviews, ratings, pictures, graphics, and videos on or through the GoTrekkin Service (“User Content”), subject to the following conditions:

2.6.5.1. Responsibility for User Content. Your use of or reliance upon any User Content, including any of the interactive or discussion areas on the GoTrekkin Service where you may find such User Content, is at YOUR OWN RISK. We do not endorse any User Content, including any statement, advice, rating, review, recommendation, suggestion, or opinion expressed therein, and we expressly disclaim any and all liability in connection with the User Content provided by you or others. Under no circumstances will we be responsible or liable for any User Content provided by any user, any loss or damage of any kind thereto, or any statements, representations, errors, omissions, mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter as part of any User Content on the GoTrekkin Service.

2.6.5.2. User Content Originating From You. Except where the GoTrekkin Service allows you to send private messages, itineraries, or other private User Content, you understand that User Content will likely be made publically available to all users of the GoTrekkin Service. You agree to take sole responsibility and assume all liability for User Content originating from your user account, regardless of whether it is publically or privately transmitted. By providing any User Content on or through the GoTrekkin Service, you represent, warrant, and agree that all such User Content (i) is either owned exclusively by you or that you have all rights, licenses, consents and releases that are unconditionally assignable to Go Trekkin, LLC, (ii) is:

- (a) NOT false, misleading, untruthful, incomplete, or inaccurate;
- (b) NOT unlawful, pirated, counterfeit, infringing, libelous, defamatory, obscene, pornographic, sexually-explicit, obscene, indecent, lewd, suggestive, violent, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, discriminatory, offensive or otherwise objectionable;
- (c) NOT constituting, encouraging or providing instructions for a criminal offense or a violation of any local, state, national, or international law;
- (d) NOT infringing any patent, trademark, trade dress, trade secret, copyright, right of publicity, right of privacy or other right of any person or entity;
- (e) NOT impersonating any person or entity, misrepresenting your affiliation with any person or entity, or a false designation of the origin of any piece of User Content;
- (f) NOT, in our sole judgment, irrelevant, objectionable, or restricting or inhibiting any other person from using the GoTrekkin Service;

- (g) NOT including unsolicited promotions, political campaigning, advertising, contests, raffles, solicitations, bulk messaging, or junk-email (*a.k.a.*, “spamming”);
- (h) NOT including any confidential, private, secret, or non-disclosable information, including without limitation, surname (family name), addresses, phone numbers, email addresses, Social Security numbers and credit card numbers, or other sensitive financial information;
- (i) NOT containing viruses, corrupted data, or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, destruct, damage, harm, limit or interfere with our business or the proper function of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any system, data, password or other information owned by us or any third party; or
- (j) NOT breaching any part of this Terms of Use, our Privacy Policy, our Community Guidelines and/or any of the other policies and rules incorporated herein.

2.6.5.3. Ownership of User Content. With respect to your User Content, you agree that all rights, title, and ownership interests to each piece of User Content will be automatically granted, assigned, and transferred to Go Trekkin, LLC when you first upload such piece of User Content onto or transmit it through the GoTrekkin Service. If you modify or delete any of your User Content, you understand that prior versions of such modified or deleted User Content will continue to be owned by GoTrekkin Service and may persist in backup copies for a reasonable period of time (but that following modification or removal, we will not make them available publically on the GoTrekkin Service) or may remain with users who have previously accessed and downloaded such prior versions of your modified or deleted User Content. You also grant us a worldwide, perpetual, non-exclusive, sublicenseable, transferrable and royalty-free license to use your name, biographic information, and photograph or likeness in connection with such User Content. You acknowledge that we may choose to use and reuse the User Content in any way, with or without attribution to you, and at our sole discretion.

2.6.5.3.1. Moral Rights Waiver. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally-identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by us or our licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release us, and our licensees, successors and assigns, from any claims that you could otherwise assert against us by virtue of any such moral rights.



2.6.6. Editorial & Content Retention Rights. We reserve the right, without any obligation, to monitor, review, approve, edit, block, remove, or delete any Content and User Content at our sole discretion and without any reason or notice to you. We also reserve the right, without any obligation, to save and retain, but will not display, distribute, or perform, server copies of any Content and User Content that have been removed or deleted. You are responsible for creating backup copies of and replacing any of your User Content at your sole cost and expense.

2.6.6.1. Other Information About You. Additionally, we may receive, gather, collect and retain certain personally-identifying and other information about you in a manner governed by our Privacy Policy. You agree that all such information may be used by Go Trekkin, LLC without monetary compensation to you and in consideration for the various services provided to you through the GoTrekkin Service.

2.6.7. No Guarantee. We do not represent, warrant, or guarantee that any particular information, Content, or User Content appearing on or available through the GoTrekkin Service will be, or will continue to be, available, accurate, complete, or up to date. We make reasonable efforts to provide accurate information on the GoTrekkin Service. However, there may be delays in updating the GoTrekkin Service, Content, and User Content that are beyond our control.

2.6.8. Intellectual Property Rights. Any trademarks/service marks (*e.g.*, GoTrekkin™, En Route™, and our logos, slogans, and phrases), trade dresses (*e.g.*, the look and feel of the Go Trekkin Service website and newsletter), copyrighted works of authorship, rights of publicity, patents, know-how, trade secrets, and proprietary ideas that are displayed, performed, transmitted, or otherwise appearing on the GoTrekkin Service, Content, and User Content (collectively, the “IP”) are either owned by us, have been licensed to us, or are being used by us in a merely descriptive manner, under the fair use doctrine, under the first-sale doctrine, by virtue of being in the public domain, or in accordance with some other legal exception(s) or exemption(s). Other than as expressly allowed by us in writing, nothing herein or in the GoTrekkin Service may be implied as granting any license, assignment, or right to copy or use of our trade name or any of our IP without our prior authorization. Any unauthorized reproduction or distribution of the GoTrekkin Service, Content, or User Content is expressly prohibited, and may result in civil litigation, damages, injunctive relief and possibly even criminal penalties under law. Please inform us if you become aware of any infringement or violation of intellectual property rights, by e-mailing us at: [info@GoTrekkin.com](mailto:info@GoTrekkin.com)

### 3. THIRD PARTY SERVICES & CONTENT

For your convenience, the GoTrekkin Service may contain links and hyperlinks to platforms, websites, webpages, applications, API’s, software, data, information, contents, products, licenses, and services owned by parties other than Go Trekkin, LLC (“Third-Party Information”). In some cases you may even be asked by a third party service proprietor to link your GoTrekkin Service user account or profile to an account or profile

featured on their third party website or application. Choosing to do so is optional. We do not own or operate such third party platforms and cannot warrant their products, services, contents, security practices, or privacy practices which you may be subject to outside of the GoTrekkin Service.

- 3.1. Access Third-Party Information Solely at Your Own Risk. When you access, use, or link your user profile with any Third-Party Information, you do so entirely outside of our control and AT YOUR OWN RISK. To be clear, third-party suppliers who provide travel, lodging, hospitality, vacation rentals or other services are not agents, representatives, or employees of Go Trekkin, LLC. YOU AGREE THAT YOU WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND US FOR ANY LOSS OR DAMAGES CAUSED BY, TO, OR ARISING FROM ANY THIRD PARTY OR THIRD PARTY INFORMATION. You agree that we will have no liability or responsibility whatsoever with respect to any acts, omissions, errors, representations, warranties, contract breaches or negligence of any third-parties or for any personal injuries, death, property damage, or other damages or expenses arising from your interactions with third-parties.
- 3.2. Your Rights with Respect to Third Parties. This Terms of Use is ONLY between you and Go Trekkin, LLC, and it is NOT with any third parties such as other Web site proprietors, advertisers, communications providers, distributors, suppliers, affiliates or other users of the GoTrekkin Service. Nothing herein is intended to confer any third-party rights or benefits. Beware that you will likely be subject to the separate terms, conditions, and policies of vendor(s) and other third parties, which you should carefully read prior to using their platforms, content, services, and products of such vendor(s) and third parties. By making any travel-related reservation or payment facilitated by such a vendor or third party, you acknowledge and agree to that site's terms, conditions, and policies. It is up to you to take precautions to ensure that whatever links you select or software you download is free of such items as viruses, worms, Trojan horses, defects and other potentially harmful items. Go Trekkin, LLC makes no warranty or representation in relation to trade names, trademarks, and other intellectual properties you may find on third party websites, applications, and other platforms.
- 3.3. No Guarantee or Endorsement of Third Party Information. Hyperlinks to Third Party Information, allowing you to link your account or profile to such other websites, applications, or other platforms, and any reference made on the GoTrekkin Service to a product, service, property, or other information by trade name, trademark, manufacturer, supplier or otherwise are for your convenience and reference only, and do not imply any affiliation, endorsement, sponsorship, recommendation, warranty, guarantee, or verification of the truth, accuracy, timeliness, suitability, safety, security, privacy, completeness or authenticity of services, products, contents, licenses, policies, materials, or other information you may find on such other websites or platforms, including any statements, opinions, or advice expressed therein. Further, you may find certain materials and information provided by third parties to be offensive, inappropriate, infringing, damaging, and/or illegal. We make no representations concerning any content contained in or accessed through the GoTrekkin Service, and you agree that we are not be responsible for the accuracy, legality, non-infringement or decency of material contained in or accessed through the GoTrekkin Service.
- 3.4. Advertisements. You may encounter advertisements, promotions, and other marketing campaigns by third parties, including advertisements based on your online behavior, on the GoTrekkin Service. You

agree that Go Trekkin, LLC and our affiliates are not responsible for any advertisements, promotions, marketing campaigns and disputes arising therefrom. Because neither we nor our affiliates are parties to transactions between you and any advertisers, any dispute or conflict involving an actual or potential transaction between you and an advertiser, including the quality, condition, safety or legality of a listed property, the accuracy of the listing content, the Advertiser's ability to supply what was advertised to you for the price advertised, and your ability to pay for what was advertised, is solely between you and the advertiser. You understand and agree that you may be required to enter into a separate agreement with an advertiser before making a reservation or purchasing a product or service, and such an agreement may place additional restrictions on your reservation, rental, service, or product that is beyond our control.

- 3.5. Travel Reservations through Third Parties. Third parties we may be affiliated with or linked or hyperlinked to on the GoTrekkin Service, including airlines, travel agencies, and booking agencies, may advertise travel packages, promotions, and discounts. You agree that Go Trekkin, LLC will be entitled to a fee (*e.g.*, a referral fee) from any third party(s) from whom you purchase any travel, lodging, hospitality, transportation and other reservations, bookings, rentals, or other services or products whom you were linked, hyperlinked, or referred to from the GoTrekkin Service. The fees we earn from such third parties will vary in accordance with the terms of our respective agreements with each third party. Additionally, third parties who sell travel reservations are required by law to include all fees and surcharges in their listed prices. Such fees and surcharges you can expect include, but are not limited to, the Federal September 11th Security Fee, international departure and arrival taxes and fees, federal excise tax, and baggage handling fees. When you book with one of our affiliates or third parties linked on our site, check their website(s) for a full disclosure of all applicable fees as required by the U.S. Department of Transportation. Airfares are generally quoted per person in U.S. Dollars unless otherwise noted. In the event that a reservation is available when you place an order but becomes unavailable prior to check-in, your sole remedy will be to contact the third party supplier to make alternative arrangements or cancel the reservation.
- 3.6. Third Party Licenses. Portions of GoTrekkin Service may use copyright-protected software, APIs, and other proprietary material, the use of which Go Trekkin, LLC acknowledges. In addition, there are specific terms that apply to use of certain mobile applications, including:

(a) Facebook iOS and Android SDK License

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You are hereby granted a non-exclusive, worldwide, royalty-free license to use, copy, modify, and distribute this software in source code or binary form for use in connection with the web services and APIs provided by Facebook.

As with any software that integrates with the Facebook platform, your use of this software is subject to the Facebook Developer Principles and Policies [<http://developers.facebook.com/policy/>]. This copyright notice shall be included in all copies or substantial portions of the software.

(b) Google Mobile Ads SDK for iOS and Android License

Copyright © 2015 Google Inc.

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Terms of Use

(c) Google-GSON framework license

Copyright © 2008-2009 Google Inc.

Licensed under the Apache License, Version 2.0 (the “License”); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

## 4. LINKING TO THE GOTREKKIN SERVICE

Unless we have a written agreement giving you broader rights to link or advertise on the GoTrekkin Service, you are only welcome to link or hyperlink to the GoTrekkin Service elsewhere on the Internet and World Wide Web for non-commercial purposes. In doing so, you agree to:

- (a) NOT use any of our trademarks or other IP except in a plainly descriptive manner;
- (b) NOT use any of our trademarks or other IP or any words or codes identifying the GoTrekkin Service in any “metatag” or other information used by search engines or other information location tools to identify and select websites or webpages; or
- (c) NOT suggest or infer that Go Trekkin, LLC or the GoTrekkin Service has any relationship or affiliation with your website, webpage, or application or endorses, sponsors, or recommends the contents, products or services on your website, webpage, or application;
- (d) NOT incorporate any Content or User Content you found on the GoTrekkin Service into your Web site (e.g., by in-lining, embedding, or framing) other than as expressly allowed by GoTrekkin, LLC;
- (e) NOT also link to any obscene, pornographic, scandalous, profane, defamatory, political, infringing, piracy, “SPAM”, “WAREZ”, or other unlawful content that may, in our sole discretion, adversely affect the name, reputation, and goodwill of the GoTrekkin Service, Go Trekkin, LLC, or our related goods and services.

## 5. TRAVEL AT YOUR OWN RISK

It is entirely your responsibility to research and prepare for safe travel.

- 5.1. Safeguard Yourself and Your Property Before Travel. Beware that travel to certain destinations may involve greater risk than others. WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY PLACE DISCUSSED ON THE GOTREKKIN SERVICE IS ADVISABLE OR WITHOUT RISK, AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. It is your responsibility to consult your government for travel advisories, warnings, announcements, restrictions, and prohibitions as well as to consult with your physician for current recommendations on inoculations before you travel, and to ensure that you meet all health entry requirements and medical guidance related to your trip. U.S. citizens, for example, should check at least the following government websites for pertinent information before booking and boarding for their trips: [www.tsa.gov](http://www.tsa.gov), [www.state.gov](http://www.state.gov), [www.faa.gov](http://www.faa.gov), [www.dot.gov](http://www.dot.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac) and [www.customs.gov](http://www.customs.gov). Moreover, you should take precautions to safeguard yourself and your property and belongings, both those you take with you on travel and those you leave behind at your home or prior whereabouts, before and during your travels. By choosing to have your trip itinerary(s) publically viewable on the GoTrekkin Service rather than “private”, you agree not to hold Go Trekkin, LLC responsible or liable for any loss, theft, or damage to your property or person.
- 5.2. Be Prepared for Travel Complications. When you book domestic or international travel reservations with third-party suppliers or plan trips using the GoTrekkin Service, you are solely responsible for ensuring that you meet all border exit and entry requirements and that your travel documents, including passports and visas, are valid and in proper order. WE ASSUME NO LIABILITY FOR YOUR TRAVEL COMPLICATIONS AND WILL NOT BE REQUIRED TO MAKE ANY REFUND OR OTHER PAYMENT DUE TO ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, ACTS OF GOVERNMENT OR AUTHORITY, FORCE MAJEURE OR OTHER CAUSE BEYOND OUR DIRECT CONTROL. It is your responsibility to contact the relevant embassy or consulate for information about visa and passport requirements. Since customs, exit, and entry requirements of each location you are traveling to and from may vary and change at any time, be sure to check for updated information before your booking and departure. Go Trekkin, LLC will have no liability if you are refused entry onto a flight or into any country because of your failure to carry the travel documents required by any airline, authority, or country, even if you are only passing through en route to your destination.

## 6. TERM

This Terms of Use shall remain in full force and effect in regards to you for as long as you use the GoTrekkin Service. Subsequent modifications, amendments, or changes to this Terms of Use do not automatically cancel, terminate, or invalidate this version of the Terms as they appear on the relevant date of your actual use. However, we may cancel or terminate this Terms of Use, in whole or in part, with regards to you at our sole discretion. You may not cancel or terminate this Terms of Use without our express written consent. Any provisions in this Terms of Use that must survive to give effect to its meaning or enforceability for disputes arising during its effective term – including the following sections on disclaimers, liability limitations, governing law, jurisdiction, and dispute resolution – will survive any termination, cancellation, or invalidation.

## 7. DISCLAIMERS & LIABILITY LIMITATIONS

The express responsibilities set forth herein are the only responsibilities of Go Trekkin, LLC to you, and we have no other responsibilities to you with respect to the GoTrekkin Service. You acknowledge that Go Trekkin, LLC has no control over, and no duty to take any action regarding: (a) which users gain access to the GoTrekkin Service; (b) what Content and User Content you access via the GoTrekkin Service; (c) what effects Content and User Content may have on you; (d) how you may interpret or use Content and User Content; or (e) what actions you may take as a result of having been exposed to Content and User Content.

YOUR USE OF THIS WEBSITE AND THE GOTREKKIN SERVICE, GENERALLY, IS ENTIRELY **AT YOUR OWN RISK**. THE GOTREKKIN SERVICE AND ALL SOFTWARE, INFORMATION, CONTENT, PRODUCTS AND SERVICES WE PROVIDE THROUGH IT (1) ARE PROVIDED TO YOU ON “AS IS”, “WITH ALL FAULTS,” AND “AS AVAILABLE” BASES, (2) MAY INCLUDE ERRORS AND INACCURACIES REGARDING, AMONG OTHER THINGS, THE AVAILABILITY AND PRICE OF TRAVEL, LODGING, TRANSPORTATION, AND RENTAL OPTIONS, AND (3) ARE OFFERED TO YOU WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OPERABILITY, FUNCTIONALITY, AND COMPLETENESS.

Moreover, we do **NOT** represent, warrant, or guarantee that the GoTrekkin Service will:

- (a) be uninterrupted, uncompromised, or free from technical, typographical, or photographic errors;
- (b) be free of hacking, interference, static, viruses, Trojan horses, worms, malware, or other harmful components; and
- (c) be secure and available at any particular time or location;
- (d) be cured or corrected of all errors and defects even if GoTrekkin, LLC is aware of them;
- (e) meet all of your requirements.

YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NOT TO HOLD US OR OUR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS, AFFILIATES, OR CONTENT PROVIDERS RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR REMEDIES OF ANY KIND ARISING FROM YOUR USE OF THIS WEBSITE OR THE GOTREKKIN SERVICE, GENERALLY, OR WITH A DELAY OR INABILITY TO ACCESS OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON THIRD PARTY INFORMATION, CONTENT, USER CONTENT, REVIEWS AND OPINIONS APPEARING ON THE GOTREKKIN SERVICE, VIRUSES, ERRORS, LINKED SITES, PROPERTIES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE GOTREKKIN SERVICE) INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

EXEMPLARY, PUNITIVE, LOST PROFITS, LOST GOODWILL, LOST DATA, WASTE OF EXPENDITURES, COST OF SUBSTITUTE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE WERE EXPRESSLY ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES.

If Go Trekkin, LLC or any of its members, officers, directors, employees, agents, representatives, suppliers, partners, affiliates, or content providers are found liable for any loss or damages of any kind arising from your use of the GoTrekkin Service, Content, or User Content, such liability is expressly excluded to the fullest extent permitted by law; except that, if an arbitrator or court of competent jurisdiction determines that liability of Go Trekkin, LLC, its officers, directors, employees, agents, representatives, suppliers, partners, affiliates, and content providers (as applicable) has arisen, the total of such liability shall be limited in aggregate to the greater of (a) the total fees paid to Go Trekkin, LLC by you (if any), or (b) one hundred U.S. Dollars (\$100).

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, GO TREKKIN, LLC'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ALSO, CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES OR DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## 8. INDEMNIFICATION

You agree to defend, indemnify, reimburse, and hold harmless GoTrekkin, LLC as well as its members, officers, employees, agents, advisors, subsidiaries, affiliates, assignors and licensors from and against any and all claims, causes of action, actions or demands, liabilities, damages, losses, fines, penalties, costs and expenses of any kind, and settlements including without limitation, reasonable attorneys' fees, paralegals' fees, expert witness' fees, investigation fees, and accounting fees, arising from or related to (i) your unauthorized use of the GoTrekkin Service, (ii) any Content, (iii) any User Content, (iv) your breach of any provision in the Agreement, (iv) any of your representations or warranties made herein, or (v) your violation of any law or rights of any third party. We will have the option to assume the exclusive defense and control of any action to which Go Trekkin, LLC is named a party and you agree to cooperate with us in asserting any available defenses we find appropriate. NOTHING STATED IN THIS TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS TERMS OF USE.

## 9. GENERAL PROVISIONS

The following provisions will govern any interpretation of this Terms of Use by any person:

- 9.1. **Independent Contractors.** All parties hereto are independent contractors. You agree that no agency, partnership, joint venture, or employment relationship is created or exists between you and Go

Trekkin, LLC and/or our affiliates unless expressly stated in another agreement. Unless stated otherwise herein, neither party has any authority of any kind to bind the other in any respect.

- 9.2. **Waivers.** The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. In order for any waiver of compliance with this Terms of Use to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. However, such waiver of any provision of this Terms of Use shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.
- 9.3. **Severability.** If any provision of this Terms of Use is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that this Terms of Use will otherwise remain in full force and effect.
- 9.4. **Assignments.** You may not assign or transfer this Terms of Use or any licenses and rights discussed herein, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign, transfer, delegate or sublicense this Terms of Use or another part of the Agreement, without such consent, will be null and void. We may assign, transfer, delegate or sublicense the Agreement or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, this Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 9.5. **Force Majeure.** Neither of the parties hereto will be deemed to be in violation or breach of contract if performance of the obligations required by this Terms of Use is delayed or rendered impossible because of any natural disaster, war, terrorist act, earthquake, fire, thunder, lightning, typhoon, tsunami, hurricane, flood, strike, sickness, accident, civil commotion, epidemic, act of government, act of God, alien invasion, rebellion, revolution, riots, explosion, marine accident, strike, lockout, labor dispute, shortage or regulation of energy supply or materials, or other unforeseen event that is beyond the control of either party hereto.
- 9.6. **Notices.** All notices we are required to give you may be delivered electronically by email or through the GoTrekkin Service. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address or the email address that is linked to your user profile. Notices to Go Trekkin, LLC must be sent to: [info@GoTrekkin.com](mailto:info@GoTrekkin.com). Notices we send you will be deemed delivered when emailed or transmitted by us, and all notices you provide us will be deemed to have been delivered when emailed to us.
- 9.7. **All Rights Reserved.** All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any state, country, and international body, including criminal prosecution where available.
- 9.8. **Governing Law.** The Agreement, which includes this Terms of Use, is made in, entered into, governed by, and will be construed in accordance with the laws of the State of Florida, U.S.A., without resort to its conflict of laws provisions. THE COMPANY MAKES NO



REPRESENTATION OR WARRANTIES THAT MATERIALS IN THIS SITE ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OUTSIDE THE UNITED STATES OF AMERICA. IF YOU ACCESS THE GOTREKKIN SERVICE FROM OUTSIDE THE BORDERS OF THE U.S.A., BEWARE THAT THIS SITE MAY CONTAIN REFERENCES AND/OR LINKS TO PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE IN OR ARE PROHIBITED BY YOUR STATE OR COUNTRY; AND THAT YOU ACCESS THE GOTREKKIN SERVICE AT YOUR OWN RISK.

## 10. DISPUTE RESOLUTION SYSTEM

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, the parties hereto agree to the following dispute resolution procedure: In the event of any claim, controversy, cause of action or dispute arising out of or related to any transaction conducted on the GoTrekkin Service (including this website), or the breach, enforcement, interpretation, or validity of this Terms of Use, the Agreement generally, or any part(s) thereof (“dispute”), the complaining party shall first try in good faith to settle such dispute by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) of the dispute, and allowing the receiving party thirty (30) days from the date of notice delivery to respond to the dispute.

**10.1. Arbitration.** Any dispute between you and Go Trekkin, LLC that arises in whole or in part from the GoTrekkin Service, and that is not privately resolved within fourteen (14) days after notice is delivered in accordance with the preceding paragraph, will be exclusively resolved by binding arbitration in Duval County, State of Florida, according to the Rules for the Resolution of Commercial Disputes of the American Arbitration Association then in effect. If an arbitrator cannot be mutually agreed upon within sixty (60) days after the date the dispute first arose, each of the disputing parties will choose an arbitrator and those arbitrators will then select another arbitrator to render a final decision. The arbitrator’s final decision, including the amount of any damages, will be exclusive, final, and binding on the disputing parties. The prevailing party in any action involving this Terms of Use is entitled to recover its reasonable attorneys’ fees and costs.

**10.2. Jurisdiction.** Regardless of where you access the GoTrekkin Service from, you hereby expressly agree to be subject to and personally submit to the exclusive personal jurisdiction and venue of the arbitrators and courts located within the geographic area of Duval County, State of Florida, to bring, adjudicate, and resolve any dispute or claim against Go Trekkin, LLC, our affiliates, subsidiaries, employees, contractors, officers, directors, shareholders, and Content providers or in any other way arising from or relating to the GoTrekkin Service, Content, or User Content. You further stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this website and the GoTrekkin Service generally. Use of the GoTrekkin Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

**10.3. Law Enforcement Compliance.** Nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of

this website or the GoTrekkin Service, generally, or information provided to or gathered by us with respect to such use. We may, at our sole discretion, determine whether a particular piece of your User Content violates any laws and cooperate with any law enforcement authorities or court order requesting or directing the GoTrekkin Service to disclose the identity of anyone posting any information or User Content on the GoTrekkin Service. We reserve the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and lawful government requests.

**10.4. Limitations & Waivers.** EACH CLAIM OR DISPUTE MUST BE BROUGHT TO ARBITRATION WITHIN TWO (2) YEARS AFTER THE DATE ON WHICH SUCH CLAIM OR DISPUTE AROSE OR IT WILL BE IRREVOCABLY WAIVED. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS. YOU HEREBY WAIVE YOUR RIGHT TO A CLASS ACTION LAWSUIT. YOU ALSO HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL AS WELL AS YOUR RIGHT TO CLAIM THAT DUVAL COUNTY, IN THE STATE OF FLORIDA, IS AN INCONVENIENT OR IMPROPER FORUM OR VENUE TO HEAR CLAIMS AND DISPUTES CONCERNING THIS AGREEMENT.

**10.5. Irreparable Harm.** You acknowledge that the unauthorized use of the GoTrekkin Service or Content could cause irreparable harm to Go Trekkin, LLC and its users and that in the event of your unauthorized use, we will be entitled to an injunction, specific performance, temporary restraining order, and all other remedies available at law or in equity.

## 11. CONTACT

If you have any questions regarding this Terms of Use, please contact us. All questions, comments, concerns, and notices to Go Trekkin, LLC should be directed via email to: [info@GoTrekkin.com](mailto:info@GoTrekkin.com)

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