

# TERMS AND CONDITIONS

These terms govern your use of this site including your participation in our online community, whether you are registered, contributing content or just browsing. Please revisit these terms periodically as they may be updated from time to time.

## **Using our site**

By using CharlieTheTraveler.com (the site) you agree to be bound by these terms. No commercial use of the site is permitted. You may use the site for personal, non-commercial purposes only. If you are under the age of 18 you need parental permission before using or registering on the site. Our Community Guidelines apply to your use of the site, so please read them.

## **CharlieTheTraveler trademarks and copyright**

All content on the site is owned by CharlieTheTraveler or licensed to us by our registered users and other licensees. You may not copy, store or use any part of the site without permission. We do give permission in certain situations, in which case we require that CharlieTheTraveler is acknowledged as the owner of that content. There are times when permission to use content is not needed, for instance: fair dealing for the purposes of criticism or review, or if you're just quoting a snippet. And obviously we don't own the kind of information that anyone can locate or access via the World Wide Web (such as local business information, opening and closing times of attractions, etc.) but we most certainly do own the descriptions and phrasing we use, the way we compile our data and how we present our information. If you are interested in licensing our content, feel free to contact us. Our trademarks may not be used in any way or for any purpose without our permission.

## **Contributing to the site**

If you engage with someone else's application on the site (e.g. using or posting content on the application) an independent legal relationship is formed between you and the application provider. An application provider may impose terms on your use of their application. You agree that all of your contribution to the site is your own work. You license us the non-exclusive, perpetual, irrevocable, royalty-free, worldwide rights to reproduce, communicate, edit, store, adapt or otherwise use any content you upload to the site, including any feedback that you submit through the site, on the site and/or in our other products (your content). This includes the right to sublicense to others at our discretion. You also consent to your content being altered, edited or adapted for such uses, or to ensure your content does not infringe these terms or breach the law, as we see fit. Although we generally attribute you as the author, it is not always possible, therefore you consent to us not attributing authorship to you, or only attributing your registered 'handle'. We will ask you before publishing your real name.

## **Prohibited content**

You must ensure that your content does not contain anything that breaches any laws or rights, including:

- defaming any person;
- breaching any intellectual property rights;
- containing personal information contrary to our Privacy Policy;
- containing commercial advertising;
- containing coarse language or content.

If you would like to include someone else's copyright material, trademark or other intellectual property in your content you must first obtain and keep their written permission.

## **Removal of content and termination of accounts**

We may remove your content from the site at our discretion. Breaching the Terms of Use may result in termination or suspension of your account (and any future accounts).

## **Reporting abuse**

If you believe any content on our site infringes these terms, please notify us immediately.

## **Reporting copyright infringements**

If you believe that any content on our site infringes your copyright, please notify us immediately. Your notification must include the following:

- identification of the copyrighted work or works you believe have been infringed and the holder of the copyright if you are acting on their behalf
- identification of the material that you believe to be infringing including its location on the site
- your contact information including name and address, e-mail and telephone number
- A statement that (A) you believe in good faith that the use of the material was not authorized by the owner of the work, its agent, or the law (B) the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed (C) you acknowledge that the notice will be sent to the user who uploaded the material at issue and finally (D) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf.

Upon receipt of this statement, CharlieTheTraveler will remove the infringing material as soon as possible and provide a copy of the notice to the user who uploaded the material.

## **Your privacy**

When you e-mail us or register on our site we may collect certain personal information for the following purpose: to register a password, to keep in touch with you or to contact you about your information, and site administration. You can access and update your personal information in the 'profile' section at any time. We may disclose information about you to our authors, some of whom work on contract with us. We work with trusted third parties that we refer to as CharlieTheTraveler affiliates/service providers to outsource or facilitate one or more aspects of the products and services that we provide to you, and we may provide some of your personal information directly to these affiliates/service providers. For example, we may use a third party payment processor to process payments for bookings you make with us. These affiliates/service providers are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of the information we provide to them for any other purpose except to facilitate the specific outsourced operation, unless you have explicitly agreed or given your prior permission to them for additional uses.

Although we strive to protect the personal information of our users, we will release personal information if required by law or in the good-faith belief that such action is necessary. We follow the law whenever we receive requests about you from a government or related to a lawsuit. We will notify you when we are asked to hand over your personally identifiable information in this way unless we are legally prohibited from doing so. When we receive requests like this, we will only release your personally identifiable information if we have a good faith belief that disclosure is necessary or appropriate under applicable law. Nothing in this policy is intended to limit any legal defenses or objections that you may have to a third party's request to disclose your information.

## **Liability and Disclaimer**

You must (A) own all of the content you upload to the Site or have the permission from the owner of the content to upload it, (B) be able to grant CharlieTheTraveler the rights under these Terms and Conditions (so, for example, you cannot grant us exclusive rights if you have already granted someone else exclusive rights) and (C) obtain the consent of the owner of any work incorporated into the content you upload on the website. You indemnify CharlieTheTraveler against all losses, costs and expenses directly incurred by CharlieTheTraveler, in connection with a demand, allegation, action, proceeding or claim that you do not own all of your work, you are not able to grant CharlieTheTraveler rights or you do not have the consent of an owner to incorporate their work into yours. CharlieTheTraveler must take reasonable steps to mitigate its loss.

WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE SUFFERED IN CONNECTION WITH THE USE OF THE SITE OR ANY CONTENT OR SERVICES AVAILABLE VIA THE SITE. THE SITE IS PROVIDED "AS IS". THE INFORMATION ON THIS SITE IS GENERAL AND MAY NOT BE SUITABLE FOR YOUR PARTICULAR NEEDS. YOU SHOULD VERIFY

CRITICAL INFORMATION (LIKE ADVICE ABOUT VISAS AND HEALTH AND SAFETY) INDEPENDENTLY BEFORE YOU TRAVEL.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR ITS CONTENT AND EXCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY WHICH MAY ARISE AS A RESULT OF THEIR USE. WE WILL NEVER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, OR LOSS OF PROFITS OR REVENUE ARISING OUT OF THE USE OF OUR WEBSITE. YOU INDEMNIFY CHARLIETHETRAVELER AGAINST EACH CLAIM, ACTION, PROCEEDING, JUDGMENT, DAMAGE, LOSS, EXPENSE OR LIABILITY INCURRED OR SUFFERED BY, OR BROUGHT, MADE OR RECOVERED AGAINST US IN CONNECTION WITH ANY BREACH BY YOU OF THESE TERMS.

Nothing in this Agreement excludes liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation. Subject to the previous sentence, our liability to you under this Agreement is limited to resupply of the content or services accessed via the site. Subject to your rights under law (which cannot be excluded), CharlieTheTraveler does not warrant or guarantee that the site will be 100% accurate or continuous at all times. The information contained on the site is general and may not be suitable for your particular needs. Also important to note, CharlieTheTraveler is not responsible for:

- loss that was not reasonably foreseeable;
- loss that was not caused by CharlieTheTraveler's breach of contract or by CharlieTheTraveler's negligence;
- business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
- losses caused by factors which could reasonably be considered to be outside CharlieTheTraveler's control (such as faults in third party equipment); and
- any loss caused, or contributed to, by your breach of contract or your negligence.

Subject to the above paragraph, CharlieTheTraveler is responsible for (A) loss suffered by you as a result of a serious breach of contract by CharlieTheTraveler if the loss was reasonably foreseeable by both you and CharlieTheTraveler when this Agreement was entered into and (B) damage to property caused by CharlieTheTraveler's negligence if the loss was reasonably foreseeable at the time when this Agreement was entered into. You must verify critical information (like advice about visas and health and safety) independently before you travel and take all necessary steps to minimize the extent of any loss you may suffer in accordance with this Agreement, and you must notify CharlieTheTraveler in writing of your loss within 30 days. Any legal issues will be dealt with under the laws of California, USA.

### **Intellectual property**

Our brand (which includes our trademarks like the CharlieTheTraveler name and logo and web site) is our most important asset because it's how you recognize us and our products. We need to make sure others don't use our brand without permission in order

to protect our legal rights and ensure you're not misled or confused by others using our name. You need to be able to tell the difference between what really is a CharlieTheTraveler product or service or something we have recommended, and what isn't.

Generally speaking, we don't have a problem with businesses stating in their promotional material or on their websites that they have been recommended in CharlieTheTraveler's materials - but only if that's true. However we are very strict about not letting independent businesses use the CharlieTheTraveler name as part of their name, so you can be sure that a CharlieTheTraveler hostel or café is absolutely nothing to do with us. If you see something on your travels that looks a bit suspicious, please let us know.

### **Cybersquatters**

Use of another company's name (or similar words) in a website's domain name in order to try to misdirect people to your own site is known as 'cybersquatting' and is a form of trade mark infringement. You are currently on our official website. We have associated sites, to which you can link from our homepage. If you come across a site that appears to be run by CharlieTheTraveler but is not linked to CharlieTheTraveler.com, chances are it is not legitimate - so please let us know!

### **Privacy Policy**

At CharlieTheTraveler, we understand that privacy is really important. So we have prepared this privacy policy to fill you in on who we are, how we collect your personal information, what we do with it, and how you can find out more about our privacy philosophy.

#### **Who are we?**

CharlieTheTraveler is a privately-owned business specializing in providing information, advice and travel/tourism services to individuals. CharlieTheTraveler works with various service providers around the world that are all part of the CharlieTheTraveler family.

#### **What do we collect and why do we collect it?**

CharlieTheTraveler sometimes need to share personal information with our affiliates in order to provide the quality products and standard of service you've come to expect of us. There are situations in which we ask you to give us information about yourself. This information includes things like your name, address, e-mail address and phone number. In some situations you may be able to interact with us anonymously or by using a pseudonym.

If customers choose to purchase CharlieTheTraveler products or services, we collect their credit card details and other identifying information in order to process orders and provide customer service.

The purposes for which we collect information about individuals include the following:

- to obtain, respond to and manage feedback from travelers;
- to allow people to share their experiences with fellow travelers on our Discussion Forum and to manage communications on our Discussion Forum to ensure that posts and messages submitted by users to CharlieTheTraveler comply with our community guidelines and website Terms & Conditions;
- to contact travelers with information and updates (like exciting travel news, great offers, promotions, special events and surveys) from CharlieTheTraveler - but only if they have asked us to. Our information and updates may also include information from our partners and other companies in the CharlieTheTraveler group;
- to personalize or improve the way CharlieTheTraveler content is presented to you across a range of platforms.

We may also collect information about individuals involved in businesses, and this is mainly for:

- sending information about CharlieTheTraveler and our products to our media and other industry contacts;
- distributing our products to distributors and retailers.

### **Information about other people**

One of the best things about the CharlieTheTraveler community is that everyone is keen to share their views and experiences with others; if you don't believe us, just check out the daily posts on our Discussion Forum. We welcome your contributions, but please respect the privacy of others and don't share their information unless you have their permission to do so.

If you want to include information about yourself we will assume that you understand how our services work and are happy for that information to be shared. If you are unhappy that personal information about you has been included in one of our products or on one of our postings, please let us know. Where reasonable and possible we will remove that information.

### **What about cookies?**

Cookies are small data text files and can be stored on your computer's hard drive or other device (if your Web browser permits). Cookies help us recognize your browser as a previous visitor and save and remember any preferences that may have been set while your browser was visiting our site. For example, if you register on our site, we may use cookies to remember your registration information. We use cookies that are strictly

necessary to enable you to move around the site or to provide certain basic features, to enhance the functionality of the website, improve performance, and to provide you with a better user experience. Please note that if you refuse to accept cookies, you may not be able to access some of the features and travel tools offered on our site.

## **Security**

The security of your personal information is important. We want you to feel confident about using CharlieTheTraveler, and we are committed to protecting the information we collect. While no website can guarantee total security, we have implemented appropriate administrative, technical and physical security procedures to help protect the personal information you provide to us. For example, only authorized employees are permitted to access personal information, and they may only do so for permitted business functions. In addition, we use encryption when transmitting your personal information between your system and ours, and between our system and those of the parties with whom we share sensitive information, and we employ firewalls and intrusion detection systems to help prevent unauthorized persons from gaining access to your information.

## **Who we share personal information with**

We may share personal information amongst companies in the CharlieTheTraveler family. We may also disclose that information to our travel writers and other contractors who help us put together CharlieTheTraveler products and services and, where relevant, to our business partners who assist us in providing these products and services, or to successors in title to our business. This may involve transferring your data from one country to another. By giving us your personal information or interacting with us, you acknowledge and agree to our use of your data on a global basis, but if you have any concerns about this please let us know. If legal or health and safety issues arise we may also have to make disclosures to relevant organizations to deal with these matters.

## **Your right to access your personal information**

You generally have a right to access the personal information CharlieTheTraveler holds about you (although there are exceptions). For some CharlieTheTraveler services you can access your registration and keep your personal information up to date online. To access, correct or update your other personal information, or if you have any questions about personal information, please contact us.

## **A world without lawyers...**

...is a nice thought. However, for the time being the information handling activities of CharlieTheTraveler are governed by world-wide standard privacy laws.

## **Online newsletters**

Perhaps you want to sign up to a newsletter but you're worried it'll open the floodgates to spam. Here's what we will and won't do if you sign up with us. CharlieTheTraveler

collects your email address so we can send you the newsletters you've subscribed to. You will always have the option to unsubscribe. Sleep easy, we will not sell your email address to marketing companies for spamming - but we may need to disclose your email address to contractors who help us provide the newsletter service, and amongst companies in the CharlieTheTraveler family including entities located in a different country to you. You can manage your subscriptions and update your email address through our newsletters page at any time. If you'd like to find out more, or if you have any questions about how we handle personal information generally, please contact us.

## **Feedback**

Travelers love giving feedback and we love receiving it. So, what happens to your comments and/or information? By submitting feedback, you may be supplying CharlieTheTraveler with personal information and opinions. We collect this information so that we can use your comments to improve our services and products. We might edit, reproduce or incorporate your comments in other CharlieTheTraveler products, so please let us know if you don't want your comment reproduced or your name acknowledged. If you're giving feedback within our online communities, please respect the privacy of others and be respectful generally.

Fear not, we will not sell your contact details to marketing companies for spamming, but we may disclose information about you to our authors and amongst service providers in the CharlieTheTraveler family, including people located in a different country to you. You have some rights to access personal information that we hold about you, but there are exceptions – please contact us to know more.

## **Complaints, comments & corrections**

CharlieTheTraveler is keen to share the views and experiences of others but if you are unhappy that personal information about you has been included in one of our products, please let us know. Remember, this means personal information about you as an individual, not information or opinions about your business. Where reasonable and possible we will remove that personal information at the next practical opportunity.

If you have any queries or concerns regarding our handling of your personal information, please contact us.