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# Gems.Travel Terms of Service

Effective: June 1, 2023

These Terms of Service (“Terms”) are a contract between you and Gems.Travel. They govern your use of Gems.Travel website (available at <https://www.gems.travel>) and content (“Services”).

By using Gems.Travel, you agree to these Terms. If you don’t agree to any of the Terms, you can’t use Gems.Travel.

We can change these Terms at any time. By using Gems.Travel on or after that effective date, you agree to the new Terms. If you don’t agree to them, you should delete your account.

## Content rights & responsibilities

You own the rights to the content you create and post on Gems.Travel.

By posting content to Gems.Travel, you give us a nonexclusive license to publish it on Gems.Travel, including anything reasonably related to publishing it (like storing, displaying, reformatting, and distributing it). In consideration for Gems.Travel granting you access to and use of the Services, you agree that Gems.Travel may enable advertising on the Services, including in connection with the display of your content or other information. We may also use your content to promote Gems.Travel, including its products and content. We will never sell your content to third parties without your explicit permission.

You’re responsible for the content you post. This means you assume all risks related to it, including someone else’s reliance on its accuracy, or claims relating to intellectual property or other legal rights.

You’re welcome to post content on Gems.Travel that you’ve published elsewhere, as long as you have the rights you need to do so. By posting content to Gems.Travel, you represent that doing so doesn’t conflict with any other agreement you’ve made.

By posting content you didn't create to Gems.Travel, you are representing that you have the right to do so. For example, you are posting a work that's in the public domain, used under license (including a free license, such as Creative Commons), or a fair use.

## We can remove any content you post for any reason.

You can delete any of your posts, or your account, anytime. Processing the deletion may take a little time, but we'll do it as quickly as possible. We may keep backup copies of your deleted post or account on our servers for up to 14 days after you delete it.

You agree that creating or submitting Embedded Items which include videos uploaded from or hosted on YouTube (through YouTube API; hereinafter "YouTube Content") shall be performed solely in a manner consistent with YouTube's [Terms of Service](#), YouTube's [Community Guidelines](#), YouTube's [Privacy Policy](#) and YouTube's [API Terms](#).

## Our content and services

We reserve all rights in Gems.Travel's look and feel.

You may not do, or try to do, the following: (1) access or tamper with non-public areas of the Services, our computer systems, or the systems of our technical providers; (2) access or search the Services by any means other than the currently available, published interfaces (e.g., APIs) that we provide; (3) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; or (4) interfere with, or disrupt, the access of any user, host, or network, including sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content or accounts in such a manner as to interfere with or create an undue burden on the Services.

Crawling the Services is allowed if done in accordance with the provisions of our robots.txt file, but scraping the Services is prohibited.

We may change, terminate, or restrict access to any aspect of the service, at any time, without notice.

## No children

Gems.Travel is only for people 13 years old and over. By using Gems.Travel, you affirm that you are over 13. If we learn someone under 13 is using Gems.Travel, we'll terminate their account.

## Security

If you find a security vulnerability on Gems.Travel, tell us.

## Incorporated rules and policies

By using the Services, you agree to let Gems.Travel collect and use information as detailed in our Privacy Policy. If you're outside the United States, you consent to letting Gems.Travel transfer, store, and process your information (including your personal information and content) in and out of the United States.

To enable a functioning community, we have Rules. To ensure usernames are distributed and used fairly, we have a Username Policy. Under our DMCA Policy, we'll remove material after receiving a valid takedown notice. Under our Trademark Policy, we'll investigate any use of another's trademark and respond appropriately.

By using Gems.Travel, you agree to follow these Rules and Policies. If you don't, we may remove content, or suspend or delete your account.

## Miscellaneous

**Disclaimer of warranty.** Gems.Travel provides the Services to you as is. You use them at your own risk and discretion. That means they don't come with any warranty. None express, none implied. No implied warranty of merchantability, fitness for a particular purpose, availability, security, title or non-infringement.

**Limitation of Liability.** Gems.Travel won't be liable to you for any damages that arise from your using the Services. This includes if the Services are hacked or unavailable. This includes all types of damages (indirect, incidental, consequential, special or exemplary). And it includes all kinds of legal claims, such as breach of contract, breach of warranty, tort, or any other loss.

**No waiver.** If Gems.Travel doesn't exercise a particular right under these Terms, that doesn't waive it.

**Severability.** If any provision of these terms is found invalid by a court of competent jurisdiction, you agree that the court should try to give effect to the parties' intentions as reflected in the provision and that other provisions of the Terms will remain in full effect.

**Choice of law and jurisdiction.** You agree that any suit arising from the Services must take place in a court located in Minsk, Belarus.

**Entire agreement.** These Terms (including any document incorporated by reference into them) are the whole agreement between Gems.Travel and you concerning the Services.

**Questions?** Let us know at [doovi.com@gmail.com](mailto:doovi.com@gmail.com).

## Gems.Travel Copyright and DMCA Policy

This policy explains how Gems.Travel responds to allegations of the unauthorized use of copyrighted images, text, or links to allegedly infringing materials under the Digital Millennium Copyright Act (“DMCA”).

### The DMCA

Section 512 of the DMCA outlines the statutory requirements for formally reporting copyright infringement. It also explains how to challenge a notification of claimed infringement by submitting a counter-notice.

### Do You Have Rights in a Copyrighted Work?

If you aren't sure whether you own the copyright in a particular work, please consult an attorney before sending a copyright notice to us. (Unfortunately, Gems.Travel can't give you legal advice.)

### How To File a DMCA Notice

To submit a notice of claimed copyright infringement, you will need to provide us with the following information:

1. A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf;
2. Identification of the copyrighted work claimed to have been infringed (e.g., a copy of or link to your original work or clear description of the materials allegedly being infringed upon);
3. Identification of the infringing material and information reasonably sufficient to permit Gems.Travel to locate the material on our website or services (e.g., a link to the infringing post);
4. Your contact information, including your address, telephone number, and an email address;

5. A statement that you have a good-faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You can report alleged copyright infringement by emailing the above information to [doovi.com@gmail.com](mailto:doovi.com@gmail.com).

Under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. If you aren't sure whether the material you are reporting is in fact infringing your rights, you should consult an attorney before sending us a copyright notification.

## How Gems.Travel Processes the Claim

We process copyright notices in the order they are received. Please note that submitting duplicate DMCA notifications may cause delayed processing.

Gems.Travel's response to notices of alleged copyright infringement may include the removal or restriction of access to allegedly infringing material.

If we remove or restrict access to user content in response to a notice of alleged infringement, Gems.Travel will make a good-faith effort to contact the affected account holder and provide information concerning the removal or restriction of access, including a copy of the takedown notice, along with instructions for filing a counter-notification.

Where appropriate, Gems.Travel may suspend and warn repeat violators, and in more serious cases, permanently terminate user accounts.

## When You Receive a DMCA Notification

If you receive a DMCA notification, it means that the content described in the notice has been removed from Gems.Travel or access to the content on Gems.Travel has been restricted. Please carefully read our notice to you, which includes information about the notification we received as well as instructions on how to file a counter-notice.

## Filing a Counter-Notice

If you received a DMCA notification about your material and believe that material was misidentified or removed in error, you should file a counter-notice by following the instructions below.

Re-posting material removed in response to a DMCA notification may result in permanent account suspension. If you believe the content was removed in error, please file a counter-notice instead of re-posting the material.

To submit a counter-notice, please provide us with the following information:

1. A physical or electronic signature (typing your full name will suffice);
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (the description from the DMCA notice will suffice);
3. A statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Gems.Travel may be found, and that you will accept service of process from the person who provided the copyright notification or an agent of such person.

To submit a counter-notice, please respond to our original email notification of the removal and include the above information in the body of your reply.

## After You Submit a Counter-Notice

When we receive a valid counter-notice, we will promptly forward a copy to the person who filed the original notification. If we don't receive notice within 10 business days that the original reporter is seeking a court order to prevent further infringement of the material, we may replace or cease disabling access to the material that was removed.

## Think Long and Hard Before Filing a DMCA Notification or Counter-Notice

Please think carefully before submitting a claim or counter-notice, especially if you aren't sure whether you are the actual rights holder or authorized to act on a rights holder's behalf. There are legal and financial penalties for fraudulent and/or bad-faith claims. Please make sure you are the actual rights holder, or you have a good-faith belief that the material was removed in error, and that you understand the repercussions of submitting a false claim.

## Gems.Travel Privacy Policy

Effective Date: January 1, 2010

This policy explains what information we collect when you use Gems.Travel's sites, services, mobile applications, products, and content ("Services"). It also has information about how we store, use, transfer, and delete that information. Our aim is not just to comply with privacy law. It's to earn your trust.

### Information We Collect & How We Use It

Gems.Travel doesn't make money from ads. So we don't collect data in order to advertise to you. The tracking we do at Gems.Travel is to make our product work as well as possible.

We do not collect information from your interactions with our network.

### Information Disclosure

Gems.Travel won't transfer information about you to third parties for the purpose of providing or facilitating third-party advertising to you. We won't sell information about you.

We may share your account information with third parties in some circumstances, including: (1) with your consent; (2) to a service provider or partner who meets our data protection standards; (3) with academic or non-profit researchers, with aggregation, anonymization, or pseudonomization; (4) when we have a good faith belief it is required by law, such as pursuant to a subpoena or other legal process; (5) when we have a good faith belief that doing so will help prevent imminent harm to someone.

If we are going to share your information in response to legal process, we'll give you notice so you can challenge it (for example by seeking court intervention), unless we're prohibited by law or believe doing so may endanger others. We will object to requests for information about users of our services that we believe are improper.

## Data Storage

Gems.Travel uses third-party vendors and hosting partners, such as SoYouStart, for hardware, software, networking, storage, and related technology we need to run Gems.Travel. We maintain two types of logs: server logs and event logs. By using Gems.Travel Services, you authorize Gems.Travel to transfer, store, and use your information in any other country where we operate.

## Third-Party Embeds

Some of the content that you see displayed on Gems.Travel is not hosted by Gems.Travel. These “embeds” are hosted by a third-party and embedded in Gems.Travel. For example: YouTube or Vimeo videos, etc.. These files send data to the hosted site just as if you were visiting that site directly (for example, when you load a Gems.Travel post page with a YouTube video embedded in it, YouTube receives data about your activity). Gems.Travel does not control what data third parties collect in cases like this, or what they will do with it. So, third-party embeds on Gems.Travel are not covered by this privacy policy. They are covered by the privacy policy of the third-party service.

## Tracking & Cookies

We can use browser cookies and similar technologies to recognize you when you return to our Services. We can use them in various ways, for example to log you in, remember your preferences (such as default language), evaluate email effectiveness, allow our paywall and meter to function, and personalize content and other information.

Gems.Travel doesn't track you across the Internet. We track only your interactions within the Gems.Travel network (which encompasses Gems.Travel.com and custom domains hosted by Gems.Travel).

Some third-party services that we use to provide the Gems.Travel Service, such as Google Analytics, may place their own cookies in your browser. This Privacy Policy covers use of cookies by Gems.Travel only and not the use of cookies by third parties.

Gems.Travel complies with the “Do Not Track” (“DNT”) standard recommended by the World Wide Web Consortium. For logged-out users browsing with DNT enabled, Gems.Travel's analytics will not receive data about you, but we will do some first-party tracking in order to customize content and provide data to third-party service providers that enable Gems.Travel Services to work. When you use Gems.Travel while logged-in to your account, we cannot comply with DNT. Here's some more information about Gems.Travel's Do Not Track policy.

## Modifying or Deleting Your Personal Information

If you have a Gems.Travel account, you can access, modify or export your personal information, or delete your account here.

To protect information from accidental or malicious destruction, we may maintain residual copies for a brief time period. But, if you delete your account, your information and content will be unrecoverable after that time. Gems.Travel may preserve and maintain copies of your information when required to do so by law.

## Data Security

We use encryption (HTTPS/TLS) to protect data transmitted to and from our site. However, no data transmission over the Internet is 100% secure, so we can't guarantee security. You use the Service at your own risk, and you're responsible for taking reasonable measures to secure your account.

## Email from Gems.Travel

Sometimes we'll send you emails about your account, service changes or new policies. You can't opt out of this type of "transactional" email (unless you delete your account). But, you can opt out of non-administrative emails such as digests, newsletters, and activity notifications through your account's "Settings" page

When you interact with an email sent from Gems.Travel (such as opening an email or clicking on a particular link in an email), we may receive information about that interaction. We won't email you to ask for your password or other account information. If you receive such an email, please send it to us so we can investigate.

## Changes to this Policy

Gems.Travel may periodically update this Policy. We'll notify you about significant changes to it. The most current version of the policy will always be here and we will archive former versions of the policy here.

## Questions

We welcome feedback about this policy at [doovi.com@gmail.com](mailto:doovi.com@gmail.com).

## Data Protection Statement for European Union Users

Gems.Travel collects and stores personal information about its users to customize their reading experience and enable personalized distribution of content. It shares minimal data with its service providers.

### Purposes of Processing

1. Provide, test, promote, and improve the services
2. Gather usage statistics of services
3. Provide customized reading experience
4. Publish and distribute user-generated content
5. Provide access to paid content
6. Pay authors in Partnership Program for certain content
7. Fight spam, fraud, and other abuse of services

### Legal Bases

In order to provide the services, Gems.Travel collects and stores personal data about its users on the legal basis of consent given when you create an account and agree to the Privacy Policy.

Gems.Travel also pursues its legitimate interests by collecting minimal data of logged out users to provide the services, as outlined above.

Where Gems.Travel collects and stores personal data about non-users, it does so under performance of contract obligations with users who use the services to publish content on web sites hosted by Gems.Travel. In such cases, users authoring such content containing personal data of third parties are responsible for that content.

Gems.Travel will consider related complaints in compliance with the General Data Protection Regulation's rights of the data subject, as well as rights of expression and access to information.

### Public Nature of Personal Data

Logged-in users may choose to interact publicly with the Gems.Travel Services in the form of clapping for a post, highlighting parts of a post, following other user accounts, sharing links on connected social media accounts, or writing original posts. Where such personal data may reveal special category protected data, it is processed on the basis that it is manifestly made public by the user. Additional information on potential consequences of such processing can be found below. If you do not agree to this public usage, do not create an account or use these features of Gems.Travel Services.

## Categories of Personal Data Collected

Logged in users:

1. Username
2. Display name
3. Bio
4. Avatar image
5. Email address (non-public)
6. Session activity (security)
7. Linked social media accounts (optional)
8. IP address
9. Browser information
10. Posts, responses, or series published by user

## Categories of Recipients

Gems.Travel shares minimal personal data with third-party processors in order to provide the Services. These processors offer at least the same level of data protection as that set out in this statement. This includes the following categories of recipients:

## Embedded Content

Gems.Travel posts may contain third-party embeds, which may in some cases collect and store personal data. The use of personal data by embedded content providers is not covered by this statement, but by the privacy policies of those sites or services.

Gems.Travel also filters content for the purposes of fighting and preventing spam, fraud, and other forms of abuse.

## Potential Consequences of Processing

By creating an account on Gems.Travel, users may make certain personal data about themselves public and accessible to others on their profile and through network interactions. This may in some cases constitute special category protected data which is considered manifestly made public by the user.

Due to the public nature of information posted to Gems.Travel, it may be possible for third parties to derive identifying personal data from posts, whether by reading, inference, supplemental research, or automated extraction and analysis.

Users are free to use their real name and information, or a pseudonym of their choosing, for their account. Users may also choose to use the service without posting data or engaging in network interactions. However, if you do not agree with and accept the risks of such usage, you may not use the services.

## Cross-border Transfers

Gems.Travel is hosted in Canada. By using Gems.Travel Services, you authorize Gems.Travel to transfer, store, and use your information in Canada and any other country where we operate. Where your data is disclosed to our processors, it is subject by contract to at least the same level of data protection as that set out in this statement.

## Retention

Gems.Travel retains personal data associated with your account for the lifetime of your account. If you would like to delete your personal information, you can delete your account at any time. Deleted account profile pages will yield an error 404 “file not found” page, immediately upon initiating deletion, and will become unrecoverable in our system after a period of fourteen days. It may take several additional days for your personal data to be de-indexed from search engines, depending on those search engines’ practices, over which Gems.Travel may have limited or no control.

## Rights of Data Subjects

If you sign up for a Gems.Travel account, you may at any time request an export of your personal information from the Settings page.

You may correct information associated with your account from the Settings page.

You may withdraw consent by deleting your account at any time through the Settings page, which will erase your personal information completely within 3 days (except to the extent Gems.Travel is prevented by law from deleting your information).

You may object at any time to the use of your personal data by contacting [doovi.com@gmail.com](mailto:doovi.com@gmail.com). If your complaint relates to alleged misuse of your personal data by a third party, it may result in suspension of that post or account in keeping with relevant law, public interest, our contractual obligations, and the rights of expression and access to information of others.

You may at any time lodge a complaint regarding the processing of your personal data by Gems.Travel with the Supervisory Authority of your EU member state.