Welcome to the Postagraph websites and mobile properties located at <a href="www.postagraph.com">www.postagraph.com</a> and applicable country top level domains (including sub-domains associated with them), related software applications (sometimes referred to as "apps"), data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the "Services"; more generally, the Postagraph websites and mobile properties shall hereinafter be referred to herein as "websites"). The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, this "Agreement"). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorized to use the Services. If you have a Postagraph account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services (a description of how to do so is available <a href="here">here</a>).

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view on, access or otherwise interact with through the Services shall be referred to as "Content". The terms "we", "us", "our" and "Postagraph" refer to Postagraph LLC, a Maryland limited liability company located in the United States of America ("Postagraph"). "Services" as defined above refers to those provided by Postagraph or our corporate affiliates (Postagraph and such entities, when one or more are referred to, shall be collectively defined as the "Postagraph Companies"). For the avoidance of doubt, the websites are all owned and controlled by Postagraph. However, some specific Services made available via the websites may be owned and controlled by Postagraph's corporate affiliates.

The term "you" refers to the individual, company, business organization, or other legal entity using the Services and/or contributing Content to them. The Content that you contribute, submit, transmit and/or post to or through the Services shall be referred to variously as "your Content", "Content of yours", and/or "Content you submit."

The Services are provided solely to:

- A. Assist customers in gathering travel information, posting Content, and searching for and booking travel services and reservations; and
- B. Assist travel, tourism and hospitality businesses in engaging with customers and potential customers, by way of free and/or paid-for services offered by or through the Postagraph Companies.

We may change or otherwise modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any revisions will take effect upon posting. We will notify registered users of our Services (such registered users to be referred to as "Account Holders") of material changes to these terms and conditions by either sending a notice to the email address associated with the Account Holder's profile or by placing a notice on our websites. Be sure to return to this page periodically to review the most current version of this Agreement.

### **USE OF THE SERVICES**

As a condition of your use of the Services, you warrant that (i) all information supplied by via the Services to the Postagraph Companies is true, accurate, current and complete, (ii) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 13 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to our websites, and (iv) you possess the legal authority to enter into this Agreement and to use the Services, including our websites in accordance with all terms and conditions herein. The Postagraph Companies do not knowingly collect the information of anyone under the age of 13. We retain the right at our sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this

Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third party sites, you understand that you are solely responsible for any information that you share with the Postagraph Companies. You may access the Services solely as intended through the provided functionality of the Services and as permitted under this Agreement.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of the Postagraph Companies.

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you must safeguard your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a Postagraph account for commercial purposes and are accepting this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words "you" and "your" as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a "Business Representative."

Through your use of the Services you may encounter links to third party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third party sites and apps. Please be aware that third party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where the Postagraph Companies provide details of fees or charges for such third party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that the Postagraph Companies are in no way responsible or liable for any such third party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that the Postagraph Companies may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

# **ADDITIONAL PRODUCTS**

The Postagraph Companies may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that the Postagraph Companies have no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other terms conflict with the terms and conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

#### PROHIBITED ACTIVITIES

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as

well as the infrastructure used to provide such Content and information, is proprietary to the Postagraph Companies or licensed to the Postagraph Companies by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Services. Additionally, you agree not to:

- (i) use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by the Postagraph Companies;
- (ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without our express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- (iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) deep-link to any portion of the Services for any purpose without our express written permission;
- (vi) "frame", "mirror" or otherwise incorporate any part of the Services into any other websites or service without our prior written authorization;
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by the Postagraph Companies in connection with the Services;
- (viii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- (ix) download any Content unless it's expressly made available for download by the Postagraph Companies.

#### PRIVACY POLICY AND DISCLOSURES

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with our Privacy Policy.

## REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS; LICENSE GRANT

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any Postagraph synchronization product, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your Postagraph account by virtue of any Postagraph Companies product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant the Postagraph Companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, now known or hereafter devised; (b) make your Content available to the rest of the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to our Privacy Policy and this Agreement; and (d) use the name and/or trademark that you submit in connection with such Content of yours. You acknowledge that Postagraph may choose to provide attribution of your Content at our discretion. You further grant the Postagraph Companies the right to pursue at law any person or entity that violates your or the Postagraph Companies' rights in your Content by a breach of this Agreement. You acknowledge and agree that your Content is non-confidential and non-proprietary. You affirm, represent, and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents, and permissions to publish and otherwise use (and for the Postagraph Companies to publish and otherwise use) your Content as authorized under this Agreement.

If it is determined that you retain moral rights (including the rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law, (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 your Content by the Postagraph Companies or their 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 your Content; and (d) you forever release the Postagraph Companies and their licensees, successors and assigns, from any claims that you could otherwise assert against the Postagraph Companies by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, travel feeds or other forums in which you may post your Content, such as reviews of travel experiences, messages, materials or other items ("Interactive Areas"). If Postagraph provides such Interactive Areas on the websites, you are solely responsible for your use of such Interactive Areas and use them at your own risk. The Postagraph Companies do not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area. To the extent that any entity that is one of the Postagraph Companies provides any form of private communication channel between Account Holders, you agree that such entity(ies) may monitor the substance of such communications in order to help safeguard our community and the Services. You understand that the Postagraph Companies do not edit or control the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such messaging. In particular, Postagraph does not edit or control users' Content that appears on the websites. The Postagraph Companies nevertheless reserve the right to remove without notice any such messaging or other Content from the Services, where they believe in good faith that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the rights of the Postagraph Companies and/or other users of the Services. Should you disagree with the removal of your Content from the website, you may contact Postagraph using the Help Center to make your objections. By using any Interactive Areas, you expressly agree only to submit Content of yours that complies with Postagraph published guidelines, as are in force at the time of submission and made available to you by Postagraph. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- c. Would constitute, encourage, promote or provide instructions for the conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;
- d. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- e. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary rights of any party. In particular, content that promotes an illegal or unauthorized copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- f. Constitutes mass mailings or "spamming", "junk mail", "chain letters" or "pyramid schemes";
- g. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including the Postagraph Companies;

- h. Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers. Note that an individual's surname (family name) may be posted to our websites, but only where express permission of the identified individual has been secured beforehand:
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- j. Include or are intended to facilitate viruses, corrupted data or other harmful, disruptive or destructive files;
- k. Is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- I. In the sole judgment of Postagraph, (a) violates the previous subsections herein, (b) violates Postagraph related guidelines as made available to you by Postagraph, (c) is objectionable, (d) restricts or inhibits any other person from using or enjoying the Interactive Areas or any other aspect of the Services, or (e) may expose any of the Postagraph Companies or their users to any harm or liability of any type.

The Postagraph Companies take no responsibility and assume no liability for any Content posted, stored, transmitted or uploaded to the Services by you (in the case of your Content) or any third party (in the case of any and all Content more generally), or for any loss or damage thereto, nor are the Postagraph Companies liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, the Postagraph is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although the Postagraph has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Postagraph reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Areas or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services more generally.

Restricting Postagraph License Rights. You may elect on a going forward basis to limit the Postagraph Companies' use of your Content under this Agreement (as described above) by opting to provide the Postagraph Companies with a more limited license as described further below (such limited license to be referred to herein as a "Restricted License"). You may make this election by selecting such Restricted License grant here (note that to do so you shall need to be logged into your account). If you make this election, the rights you grant the Postagraph Companies to your Content pursuant to the license terms set forth above (referred to as the "Standard License") shall be limited in some important ways described in paragraphs 1 through 6 directly below, such that the Postagraph Companies shall not hold a Standard License to any of your Content other than the text-based reviews and associated bubble ratings you post (as to which the Postagraph Companies shall continue to be granted a Standard License), but shall be granted a "Restricted License" as to the balance of your Content as defined below:

- 1. When you post your Content to the Services, the license you grant the Postagraph Companies in Your Content shall be limited to a nonexclusive, royalty-free, transferable, sublicensable, and worldwide license to host, use, distribute, modify, run, reproduce, publicly display or perform, translate, and create derivative works of your Content for purposes of displaying such on the Services, as well as using your name and/or trademark in connection with that Content. Subject to Paragraph 6 below, the Restricted License applies to any of your Content (again, other than text-based reviews and associated bubble ratings) you or another on your behalf (e.g., a third party that contributes to or otherwise manages your account) make available on or in connection with the Services.
- 2. As to any individual item of your Content that is subject to the Restricted License, you can terminate the Postagraph Companies' license rights hereunder to such by deleting such post from the Services. Correspondingly, you may terminate the Postagraph Companies' license rights in all of your Content that

is subject to the Restricted License by terminating your account (a description of how to do so is available here). Notwithstanding anything to the contrary, your Content (a) shall remain on the Services to the extent you shared it with others and they copied it or stored it prior to you deleting it or terminating your account, (b) may continue to be displayed upon the Services for a reasonable amount of time after you delete it or terminate your account as we seek to remove it, and/or (c) may be retained (but not publicly displayed) for technical, fraud moderation, regulatory or legal reasons in backup copy form for a period of time.

- 3. The Postagraph Companies will not use your Content in advertisements for the products and services of third parties to others without your separate consent (including sponsored Content), although you agree and understand that the Postagraph Companies may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others. In all instances in which your Content is displayed on the Services, we shall provide attribution by using the name and/or trademark that you submit in connection with your Content.
- 4. The Postagraph Companies will not give third parties the right to publish your Content beyond the Services. However, sharing your Content on the Services (save for our "Trips" feature, which can be made private) shall result in your Content being made "public" and we will enable a feature that allows other users to share (by way of embedding that public post or otherwise) such Content of yours (save, as noted, Trips you configure to be private) onto third-party services, and we will enable search engines to make that public Content of yours findable through their services.
- 5. Except as modified by paragraphs 1 through 6 of this section of this Agreement, your and our rights and obligations shall remain subject to the balance of the terms of this Agreement. The license you grant the Postagraph Companies as modified by these paragraphs 1-6 shall be referred to as a "Restricted License".
- 6. For the sake of clarity, the Content you submit to the Services in connection with other Postagraph Companies services or programs is not subject to the Restricted License, but shall instead be governed by the terms and conditions associated with that specific Postagraph service or program.

### **BOOKING WITH THIRD-PARTY SUPPLIERS THROUGH POSTAGRAPH**

**Use of Postagraph Booking Services**. The Postagraph Companies offer you the ability to search for, select, and book travel reservations with third-party suppliers without leaving the Services. By booking travel reservations via the websites, you will become an Account Holder if you are not one already.

By booking via the websites, you acknowledge that you accept the practices described in our Privacy Policy and this Agreement. In addition, you warrant, either in your individual capacity or as a Business Representative, that you are 18 years of age or older, that you possess the legal authority to enter into this Agreement and use the Services (including the Postagraph Companies' booking facilitation services) in accordance with this Agreement, and that all information you supply is true and accurate. You further agree that you will use the Postagraph Companies' booking facilitation services only to make legitimate reservations for you or others for whom you are legally authorized to act. Any false or fraudulent reservation is prohibited, and any user who attempts such a reservation may have his or her account terminated.

AS A USER OF THE SERVICES, INCLUDING POSTAGRAPH COMPANIES' BOOKING FACILITATION SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) THE POSTAGRAPH COMPANIES WILL NOT HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND (2) THE UNAUTHORIZED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO POSTAGRAPH, ITS CORPORATE AFFILIATES AND/OR OTHERS.

When you book a reservation facilitated by the Postagraph Companies, your payment information will be collected and transmitted to the supplier to complete the transaction, as described in our Privacy Policy. Please note that the supplier, not the Postagraph Companies, is responsible for processing your payment and fulfilling your reservation.

The Postagraph Companies will not interfere with reservations arbitrarily, but reserve the right to withdraw booking facilitation services because of certain extenuating circumstances, such as when a reservation is no longer available or when we have reasonable cause to suspect that a reservation request may be fraudulent. The Postagraph Companies also reserve the right to take steps to verify your identity to process your reservation request.

In the unlikely 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 supplier to make alternative arrangements or to cancel your reservation.

Third-Party Suppliers. The Postagraph Companies are not travel agencies and do not provide or own transportation services, accommodations, restaurants, tours, activities or experiences. Although the Postagraph Companies display information about properties owned by third-party suppliers and facilitate reservations with certain suppliers on or through the Postagraph Companies' websites, such actions do not in any way imply, suggest, or constitute the Postagraph Companies' sponsorship or approval of third-party suppliers, or any affiliation between the Postagraph Companies and third-party suppliers. Although Account Holders may rate and review particular transportation services, accommodations, restaurants, tours, activities or experiences based on their own experiences, the Postagraph Companies do not endorse or recommend the products or services of any third-party suppliers, save that Postagraph does issue certain businesses awards that are based on the reviews posted by Account Holders. The Postagraph Companies do not endorse any Content posted, submitted or otherwise provided by any user or business, or any opinion, recommendation, or advice expressed therein, and the Postagraph Companies expressly disclaim any and all liability in connection with such Content. You agree that the Postagraph Companies are not responsible for the accuracy or completeness of information they obtain from third-party suppliers and display on the Services.

If you book a reservation with a third-party supplier, then in addition to this Agreement, you agree to review and be bound by the supplier's terms and conditions of purchase and website use, privacy policy, and any other rules or policies related to the supplier's site or property. Your interactions with third-party suppliers are at your own risk. The Postagraph Companies will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any third-party suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with third-party suppliers.

The Services may link you to supplier sites or other sites that Postagraph does not operate or control. For further information, please refer to the "Links to Third-Party Sites" section below.

Booking Vacation Rentals, Restaurant Reservations and Experiences with Third-Party Suppliers Listed on Corporate Affiliate Sites. Some of Postagraph's corporate affiliates act as marketplaces to facilitate travelers' ability to (1) enter into vacation rental agreements with property owners and managers ("Vacation Rentals"), (2) make reservations for restaurants ("Restaurants") and/or (3) make reservations for tours, activities and attractions (variously, "Experiences") with third-party suppliers of such Experiences (each such supplier of a vacation rental and/or Experience to be referred to as an "Advertiser"). Those corporate affiliates of Postagraph syndicate their advertisements to other entities within the Postagraph Companies group and that is why you see them on the Postagraph Companies' websites. As a user, you must be responsible for your use of the Services (including, in particular, the Postagraph Companies' websites), and any transaction involving Vacation Rentals, Restaurants or Experiences facilitated by Postagraph corporate affiliates. We do not own, manage, or contract for any Vacation Rental, Restaurant or Experience listed on the Services.

Because neither Postagraph nor its corporate affiliates are parties to Vacation Rental transactions, Restaurant reservations or Experience-related transactions between travelers and Advertisers, any dispute or conflict involving an actual or potential transaction between you and an Advertiser, including the quality, condition(s), safety or legality of a listed Vacation Rental, Restaurant or Experience, the accuracy of the listing Content, the Advertiser's ability to rent a Vacation Rental property, provide you with a reservation, meal or other service at a Restaurant or provide an Experience, or your ability to pay for a Vacation Rental property, a Restaurant meal or service or an Experience, is solely the responsibility of each user.

One of Postagraph' corporate affiliates may act as an Advertiser's limited agent solely for the purpose of transmitting your payment to the Advertiser. You agree to pay an Advertiser, or a Postagraph corporate affiliate acting as limited payment collection agent on behalf of an Advertiser, any specified fee(s) charged by the Advertiser for any Vacation Rental reservation or Experience.

If you enter into a dispute with an Advertiser in the EU, alternative methods for resolving that dispute are available online here: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

#### TRAVEL DESTINATIONS

**International Travel.** When you book international travel reservations with third-party suppliers or plan international trips using the Services, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For passport and visa requirements, please consult the relevant embassy or consulate for information. Because requirements may change at any time, be sure to check for up-to-date information before booking and departure. The Postagraph Companies accept no liability for travelers who are refused entry onto a flight or into any country because of the traveler's failure to carry the travel documents required by any airline, authority, or country, including countries the traveler may just be passing through en route to his or her destination.

It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Postagraph urges travelers to investigate and review travel prohibitions, warnings, announcements and advisories issued by their own governments and destination country governments prior to booking travel to international destinations. For example, information on conditions in various countries and the level of risk associated with travel to particular international destinations is provided by the United States Government

at www.state.gov, www.tsa.gov,www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

BY LISTING INFORMATION RELEVANT TO TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, THE POSTAGRAPH COMPANIES DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

### LIABILITY DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE POSTAGRAPH COMPANIES' LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING RESERVATION AVAILABILITY AND PRICING ERRORS. THE POSTAGRAPH COMPANIES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE ACCOMODATION, EXPERIENCES, AIR, CRUISE, RESTAURANT OR ANY OTHER TRAVEL PRODUCTS DISPLAYED ON THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PRICING, AVAILABILITY, PHOTOGRAPHS, LIST OF ACCOMODATION, EXPERIENCE, AIR, CRUISE, RESTAURANT OR OTHER TRAVEL PRODUCT AMENITIES, GENERAL PRODUCT DESCRIPTIONS, REVIEWS AND RATINGS, ETC.). IN ADDITION, THE POSTAGRAPH COMPANIES EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY AVAILABILITY AND PRICING ERRORS ON THE SERVICES AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE.

POSTAGRAPH MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY POSTAGRAPH, NOTWITHSTANDING ANY AWARDS DISTRIBUTED BASED ON USER REVIEWS. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. POSTAGRAPH DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM POSTAGRAPH, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, POSTAGRAPH HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NONINFRINGEMENT.

THE POSTAGRAPH COMPANIES ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

THE THIRD PARTY SUPPLIERS PROVIDING ACCOMODATIONS, FLIGHT, RENTALS, EXPERIENCES, RESTAURANTS, OR CRUISEINFORMATION, TRAVEL OR OTHER SERVICES ON OR THROUGH THE SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE POSTAGRAPH COMPANIES. THE POSTAGRAPH COMPANIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. POSTAGRAPH HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

SUBJECT TO THE FOREGOING, YOU USE THE SERVICES AT YOUR OWN RISK AND IN NO EVENT SHALL THE POSTAGRAPH COMPANIES (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES,

INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO ANY POSTAGRAPH COMPANIES' SYNCRONIZATION PRODUCT); PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF POSTAGRAPH OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the Postagraph Companies are found liable for any loss or damage that arises out of or is in any way connected with your use of the Services, then the Postagraph Companies' liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to the Postagraph Companies for the transaction(s) on or through the Services giving rise to the claim, or (b) One-Hundred Dollars (US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the Postagraph Companies.

THESE TERMS AND CONDITIONS AND FOREGOING LIABLITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

#### INDEMNIFICATION

You agree to defend and indemnify the Postagraph Companies and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of the Services, including the Postagraph Companies' websites.

### LINKS TO THIRD-PARTY SITES

The Services may contain hyperlinks to websites operated by parties other than the Postagraph Companies. Such hyperlinks are provided for your reference only. The Postagraph Companies do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this or any other website) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. The Postagraph Companies' inclusion of hyperlinks to such websites does not imply any endorsement of the material on such third party websites or apps or any association with their operators.

In some cases, you may be asked by a third party site or app to link your Postagraph account profile to a profile on another third party site. You are responsible for deciding if you choose to do so, it is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site or app) at any time. If you do choose to link your Postagraph account to a third party site or app, the third party site or app will be able to

access the information you have stored on your Postagraph account, including information regarding other users with whom you share information. You should read the terms and conditions and privacy policy of the third party sites and apps that you visit as they have rules and permissions about how they use your information that may differ from the Services, including our websites. We encourage you to review these third party sites and apps and to use them at your own risk.

### SOFTWARE AS PART OF SERVICES; ADDITIONAL MOBILE LICENSES

Software from the Services is further subject to United States export controls. No software from the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Sudan, North Korea, Iran, 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 Services, 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.

As noted above, the Services include software, which at times may be referred to as "apps". Any software that is made available to download from the Services ("Software") is the copyrighted work of Postagraph or other party as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, we hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned or licensed by Postagraph, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Portions of Postagraph mobile software may use copyrighted material, the use of which Postagraph acknowledges. In addition, there are specific terms that apply to use of certain Postagraph mobile applications...

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT OR THIS AGREEMENT (AS APPLICABLE).

### **COPYRIGHT AND TRADEMARK NOTICES**

POSTAGRAPH, the owl logo, the ratings bubbles and all other product or service names or slogans displayed on the Services are registered and/or common law trademarks of Postagraph LLC and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Postagraph or the applicable trademark holder. In addition, the look and feel of the Services, including our websites, as well as all page headers, custom graphics, button icons and scripts related to same, is the service mark, trademark and/or trade dress of Postagraph and may not be copied, imitated or used, in whole or in part, without the prior written permission of Postagraph. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Except to the extent noted elsewhere in this Agreement, reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Postagraph.

All rights reserved. Postagraph is not responsible for content on websites operated by parties other than Postagraph.

# **Notice and Take-Down Policy for Illegal Content**

Postagraph operates on a "notice and takedown" basis. If you have any complaints or objections to Content, including user messages posted on the Services, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately by following our notice and takedown procedure. Once this procedure has been followed, Postagraph will respond to valid and properly substantiated complaints by making all reasonable efforts to remove manifestly illegal content within a reasonable time.

### **MODIFICATIONS TO THE SERVICES; TERMINATION**

Postagraph may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where we deem it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement as amended.

The Postagraph Companies may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases or Content. The Postagraph Companies may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data or where Postagraph and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where Postagraph and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

Postagraph may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of the Postagraph Companies and/or others users of the Services. That means that we may stop providing you with Services.

#### JURISDICTION AND GOVERNING LAW

country or residence.

This website is owned and controlled by Postagraph, Inc. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the state of Delaware, USA. You hereby consent to the exclusive jurisdiction and venue of courts in Delaware, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against Postagraph Inc arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the state of Delaware. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of Postagraph Inc to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer - and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as business or Business Representative, you may be entitled to bring claims against Postagraph in the Courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your

#### **CURRENCY CONVERTER**

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a daily basis. The information supplied is believed to be accurate, but the Postagraph Companies do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

### **GENERAL PROVISIONS**

We reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Postagraph and/or its corporate affiliates as a result of this Agreement or use of the Services.

Our performance of this Agreement is subject to existing laws and legal process, and 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 the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Postagraph with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Postagraph with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- Additional Products
- Prohibited Activities
- Reviews, Comments and Use of Other Interactive Areas; License Grant
  - Restricting Postagraph's License Rights
- Travel Destinations
  - International Travel
- Liability Disclaimer
- Indemnification
- Software as Part of Services; Additional Mobile Licenses
- Copyright and Trademark Notices
  - Notice and Take-Down Policy for Illegal Content
- Modifications to the Services; Termination
- Jurisdiction and Governing Law
- General Provisions

# Service Help

The terms and conditions of this Agreement are available in the language of the Postagraph websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product, or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that Postagraph's corporate affiliates shall be deemed express third party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without our consent.

Any rights not expressly granted herein are reserved.

#### SERVICE HELP

For answers to your questions or ways to contact us, visit our Help Center. Or, you can write to us at:

Postagraph, Inc 20 F Street NW Suite 700 Washington DC, 20001

Please note that Postagraph LLC does not accept legal notices or service of legal process by any means other than hard copy post delivered to the address immediately above. For the avoidance of doubt and without limitation, we therefore do not accept notices or legal service deposited upon any of our affiliates or subsidiaries.

©2018 POSTAGRAPH INC. All rights reserved.

Last updated May 31, 2019.