

WeekendsFrom

WEBSITE TERMS AND CONDITIONS OF USE

Last updated: February 18, 2021

Welcome, and thank you for using Weekendsfrom!

The following Terms and Conditions of Use (the “Terms of Use”) are between you and Weekendsfrom LLC (“Weekendsfrom,” “WF,” “us,” “we,” or “our”) and it applies to your use of the Weekendsfrom website at <https://www.weekendsfrom.com>, and all the services, the features and contents that may be made available to you through them (the “Services”).

The Weekendsfrom website and its content are intended solely for users who are aged 13 or over. Any registration for or use of the services we provide by anyone under the age of 13 is unauthorized, unlicensed and in breach of the Terms herein. You certify that you are of the legal age of majority in the jurisdiction in which you reside or, if you are between the ages of 13 and the legal age of majority, that you are using the service with the supervision of your parent or legal guardian who agrees to be bound by the Terms, and that you have reviewed the Terms with your parent or guardian so that you both understand all of your rights and obligations.

YOUR USE OF THE SERVICE CONSTITUTES YOUR AGREEMENT TO ALL SUCH TERMS MADE AVAILABLE HEREIN; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

Privacy Policy

Your privacy is important to us and so we encourage you to please read and understand our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

Modification of these Terms

Weekendsfrom reserves the right to make changes to these Terms of Use at any time and at our discretion. If you do not agree with such changes you should cease using

the Service. Your continued use of the Service after any such changes to the Terms of Use shall be deemed acceptance of any such new or modified terms.

License and Use of the Service; Restrictions

Weekendsfrom provides you with access to some great and interesting contents! The Service allows users to get access to travel tips, trips and getaway organization. We intend that the information made available on our website will be provided to serve as a general overview on matters of interest. The information on our website is not intended to be comprehensive up to your expectation, nor does it constitute advice or our recommendation in any way. We attempt to ensure that the content is current and accurate but we do not guarantee its currency and accuracy. You should carry out your own research and/or seek your own advice before acting or relying on any of the information made available to you on the Weekendsfrom website. So in order to use the Content, the Services and Platform, we grant you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable and non-sublicensable license to it.

Subject to these Terms of Use, you are granted the right to access the Service. To the extent you choose to access the Service, you do so at your own initiative and agree to use the Service only as permitted by these Terms of Use and any applicable law, regulation, or additional policies or guidelines Weekendsfrom may make available. The Service, or any feature or part thereof, may not be available in all languages or in all countries and Weekendsfrom makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location.

You must not:

- (a) remove, obscure or alter any copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Service;
- (b) access or use the Service in any manner that attempts to copy, extract, scrape or reutilize any portions of the data or content provided by the Service,

including bulk downloads or feeds of map data or imagery, or the creation of any databases based upon results from the Service;

- (c) reproduce, modify, translate, or create derivative works of the Service or any portion thereof;
- (d) decompile, decrypt, reverse engineer, disassemble, or attempt to derive the source code of, the Service or any portion thereof, except as and only to the extent this restriction is prohibited by applicable law;
- (e) rent, lease, loan, sublicense, publish, transfer, sell, or redistribute access to or use of the Service, or any portion thereof, in any manner;
- (f) bypass any security or other features of the Service designed to control how the Service is used, harvest, or mine User Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
- (g) use, display, mirror, frame, or utilize framing techniques to enclose the Service or any content available through the Service (“Content”) or any portion or component of the Service, unless and solely to the extent Weekendsfrom provides the means for embedding any part of the Service or the Content;
- (h) exploit the Service in violation of these Terms of Use or in any unauthorized way whatsoever, including, but not limited to, using the Service to transmit any computer viruses, worms, trojan horses or other malware, or by trespass, burdening network capacity, or otherwise interfering with other users’ enjoyment of the Service; or
- (i) use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and you agree that Weekendsfrom is not in any way responsible for any such use by you.

Intellectual Property Rights

(a) You acknowledge that the Content on the platform is subject to copyright, trademark and possibly other intellectual property rights. In these Terms and Conditions, "Content" means anything that you may see, read, hear, upload, download or access on or via the platform (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject-matter on the platform.

(b) Unless you are expressly authorized by us, or otherwise by law, you must not do any of the following yourself or permit or authorize any other person to:

- i. sell, reproduce, publish, distribute, communicate to the public (e.g. by making available online or electronically transmitting) modify, display, perform in public, prepare derivative works based on or make an adaptation of, repost or otherwise use any of the Content (or any readily identifiable portion of the Content) in any way without our prior written consent; or
- ii. otherwise, infringe the intellectual property rights of any person in using the platform or any Content.

(c) Nothing you do on or in relation to the Platform will transfer any intellectual property rights to you or license to you any intellectual property rights unless this is expressly stated.

(d) You agree that Weekendsfrom owns the copyright and trademarks in the marketing logo, the domain name(s), the advertising tag line(s), and the corporate logo (the Weekendsfrom Trademarks). Weekendsfrom reserves all rights in relation to the Weekendsfrom Trademarks. You agree not to use any of the Weekendsfrom Trademarks without our prior written consent. All other trademarks appearing on the Platform are the property of their respective owners.

User Content made available on the Service and Our rights to such content

Certain contents on the website may be made available by other users of the service; including videos, images, folders, photos, text, opinions and other types of contents

(“User Content”). When you make use of the Weekendsfrom website and services, you may also be submitting digital generated contents to the platform.

As between you and Weekendsfrom, you retain ownership of whatever content you upload to the service as a user. Nevertheless, you grant Weekendsfrom a non-exclusive, transferable, perpetual, sub-licensable, royalty-free, non-revocable and worldwide license to host, copy, modify, reproduce, edit, publish, create derivative works from, publicly display, distribute and otherwise use the User Content to enable us to develop, make available, promote and improve the Weekendsfrom platform and service.

Also, by making available contents on the platform, you grant all users of the Weekendsfrom service the permission to view your uploaded contents for their personal, non-commercial purposes. This includes the right to save such content such as city images, videos, tours and guides within the Weekendsfrom platform.

User Content Representation and Warranties

You agree that you are solely responsible for your user Content and the consequences of publishing or posting User Content on the platform. By publishing and posting a User Content on the platform, you represent, affirm and warrant that:

- i. you are the creator and owner of the User Content or have the necessary licenses, rights, consents, and permissions to authorize Weekendsfrom and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by Weekendsfrom, the Service, and the Terms herein and
- ii. your User Content and the use of your User Content as contemplated by the Terms herein does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b)

slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) cause Weekendsfrom to violate any law or regulation.

User Content Monitoring and Disclaimer

Although Weekendsfrom is under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content, Weekendsfrom will, however, screen and approve all user content before they are made available on the website.

Also, at any time and without prior notice, we may screen, remove, edit, refuse to publish, or block any User Content that in our sole judgment considers that;

- i. the Content is unlawful in any way, including because it is defamatory or breaches laws about unlawful discrimination, racial vilification, privacy or contempt;
- ii. violates the terms provided herein this Terms of Use;
- iii. the content is false or misleading;
- iv. publication of the Content will infringe intellectual property rights (including copyright) or a person's moral rights;
- v. the content is offensive, abusive or obscene;
- vi. or is otherwise objectionable.

You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. Certain contents made available through the Weekendsfrom platform are not owned by Weekendsfrom but by other users or third parties, and Weekendsfrom does not control or actively monitor the content and we expressly disclaim any and all liability in connection with such Content.

Linked Websites and Third-Party Services

The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content. Weekendsfrom may provide tools through the Service that enable you to export information, including User Content, to third-party services, including through features that allow you to link your account on Weekendsfrom with an account on the third-party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third-party services are not under our control, and we are not responsible for any third-party service’s use of your exported information.

No Warranties

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND SOLE RISK. WEEKENDSFROM AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WEEKENDSFROM AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

Any and all content provided by the Service is made available for informational and planning purposes only and is not intended to be relied upon in situations where

precise location information is needed or where an erroneous, inaccurate, time-delayed or incomplete location or map data may lead to personal injury, property or environmental damage.

Weekendsfrom and its licensors reserve the right to change, suspend, remove, or disable access to the Service, or any feature or part thereof, at any time without notice or liability. Weekendsfrom may also impose limits on the use of or access to the Service, or any feature or part thereof, in any case, and without notice or liability.

Limitation of Liability

NEITHER WEEKENDSFROM NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

THE AGGREGATE LIABILITY OF THE WEEKENDSFROM ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS TERMS AND CONDITIONS OF USE, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO WEEKENDSFROM FOR ACCESS TO AND USE OF THE SERVICE IN THE TRIP PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) \$100.

Indemnity

You are responsible for your use of the service, and you agree to indemnify and hold Weekendsfrom, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fees) arising out of your violation of these Terms of Use and/or use of the Service.

Changes and Updates to our Website

We may update our Platforms from time to time and may change the Content at any time. However, please note that any of the Content on our Platforms may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Platforms, or any Content on them, will be free from errors, omissions, or defects, whether material or otherwise, and assume no responsibility or liability in relation thereto.

Disputes and Class Action Waiver

Any dispute or claim arising out of your use of the Weekendsfrom service will be resolved by binding arbitration, rather than in court, except that you may assert claims in court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

Controlling Law, and Jurisdiction

These Terms will be governed by and interpreted and enforced in accordance with the laws of the State of California, without reference to any conflict of law principles.

No Waiver

Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of Weekendsfrom.

Severability

The parties agree that each provision of this agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

Contact Us

If you have any questions concerning the Weekendsfrom Service or the terms herein, please contact Weekendsfrom support department via team@Weekendsfrom.com.

Thank you for reading our Terms. We hope you enjoy using Weekendsfrom.com!