

# TRIPS4TRADE.COM

## TERMS AND CONDITIONS OF USE

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS, POLICIES, GUIDELINES AND DISCLOSURES INCORPORATED BY REFERENCE ("Agreement"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.**

### SECTION 1. REGISTRATION AND POSTING

#### SECTION 1.1 Application

These terms and conditions of use in this Agreement apply exclusively to your access to, and use of, the Website of Trips4Trade, LLC ("Company"), located at [www.trips4trade.com](http://www.trips4trade.com) ("Site") and the information and other services provided therein ("Services"). The Company is located in Sumter, Alabama. If you ("User") are using the Site on behalf of any entity, the User represents and warrants that the User is authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify the User and Company for violations of this Agreement.

If the User has any question regarding the use of the Site, the User should refer first to this Agreement. All other questions or comments about the Site or its contents should be directed to [info@trips4trade.com](mailto:info@trips4trade.com).

#### SECTION 1.2 Eligibility and Accuracy of Information

By registering for an account or using the Site, you represent and warrant that you are at least 18 years of age, and of the age of legal majority in your state or country of residence, if older than 18 years of age. If you registered your Company, you represent, warrant, and covenant that you have sufficient authority to form binding contracts under applicable law on behalf of your Company each time that you use the Site. You agree that you will not allow others to use your account, nor will you use your account or the Site on an outsourcing basis or on behalf of third parties.

**Trips4Trade.com does not assume responsibility for ads placed on the Site or for transactions occurring outside of the Site.**

You agree that you will not post any illegal items or use Trips4Trade.com for any illegal purpose. You shall be responsible for obeying all laws including, but not limited to, federal, state, municipal, and tribal laws, including compliance with applicable licensing requirements.

You agree that you will not post ads or links for other web Sites (exception: websites directly related to items or services being bartered or traded.)

The Site may otherwise contain links to third party websites as well as third party advertisements. We are not responsible for and disclaim liability for the privacy or other practices

of any such third party. We recommend that you review the privacy policies of each website you visit and use appropriate caution whenever asked for your personal information.

### **SECTION 1.3 Registration, Account, and Communication Preferences**

To access and use certain areas or features of the Site, you will need to register for a Trips4Trade account. By creating an account, you agree to (a) provide accurate, current and complete account information, (b) maintain and promptly update, as necessary, your account information, (c) maintain the security of your account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use the Site on your behalf, and (e) immediately notify us if you discover or otherwise suspect any security breaches related to the Site or your account.

By creating a Trips4Trade account, you also consent to receive electronic communications from Trips4Trade (e.g., via email or by posting notices to the Sites). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

### **SECTION 1.4 Termination and Suspension**

We agree to provide you access to the Site and the services available on the Site only as authorized in this Agreement. We reserve the right:

1. To reject your request for registration at any time for any reason, without notice or refund;
2. To terminate your registration by disabling your registered account at any time for any reason, without notice or refund; and
3. To notify other Users if we believe your actions may cause us or other Users legal liability, harm, or loss.

### **SECTION 1.5 Prohibited Items & Activities List**

You may not use Trips4Trade.com for activities that:

- Violate any law, statute, ordinance, regulation or industry standard;
- Violate intellectual property rights;
- Encourage, promote, facilitate, or instruct others;
- To engage in criminal activity;
- To post personal information such as email, address, or phone number (unless both parties agree);
- To engage in trading or transacting outside of this site;

- To engage in fighting animals and obtaining animal fighting supplies;
- To engage in hate, violence, or racial intolerance or to do or say anything to injure or harm other;
- To provide material that is grossly offensive to the online community or defame any person or group;
- To harvest or otherwise collect information about other users of the Site, including e-mail addresses, without their consent;
- To compromise the security of any service the Company provides, including attempting or gaining access to system areas private to the Company, or to other users of the Site;
- To engage in gambling, "get-rich quick" schemes, or any programs promising financial gain for a fee.
- To use robot, spider, scraper, or other automated means to access the Site for any purpose without the Company's express written permission.
- Involve:
  - Illegal drugs, or any substance or device that may pose a threat to other Users and the general public (including non-prescription medications containing any form of Ephedrine, Pseudoephedrine or Insulin);
  - Prescriptions, prescription drugs or devices;
  - Stocks or securities of any kind;
  - Drug paraphernalia;
  - Certain plants, weeds, or seeds;
  - Terrorism;
  - Bombs, bomb making supplies, or directions on how to make bombs;
  - Exotic animals, endangered animals, or products made from such;
  - Items containing dog or cat fur;
  - Obscenity, including pornography;
  - Material that exploits children under 18 years of age;
  - Weapons, firearms, or ammunition, including those prohibited by the U.S. government or any jurisdiction;
  - Fake identification cards, fake driver's license, fake passports, or fake documentation;
  - Stolen or counterfeit goods;
  - Alcohol, cigarettes, or tobacco.

The above list is not exhaustive. We reserve the right to modify this list at any time without advance notice to you.

## **SECTION 1.6 Abuse of Site**

Failure to comply with these Terms and Conditions may result in termination and/or suspension of your account. Prohibited use includes any use in conflict with these Terms and Conditions or any use in conflict with applicable law. We reserve the right to suspend and/or terminate your account at any time without advance notice to you.

Additionally, the following constitute abuse of this Site and will result in account termination:

1. An attempt to initiate or engage in a transaction outside of this Site;
2. An attempt to initiate or engage in a transaction that involves illegal activity or an item listed in the Prohibited Items and Activities of Section 1.5;
3. Use of this Site to threaten, harass, or abuse any person.

**NOTICE: Abuse of this Site may result in the release of your personal information to relevant government agencies. In accepting this Agreement, you agree to such release. Users should report any suspicious firearms activity to the Bureau of Alcohol, Tobacco, Firearms, and Explosives at 1-800-ATFGUNS or at <http://www.atf.gov>. Please report abusive or threatening posts to us at Trips4Trade.com. If another User is harassing you, you should also call your local law enforcement.**

Should you object to any of the terms of this Agreement or any subsequent modifications thereto or become dissatisfied with the Site and related services in any way, your only recourse is to immediately: (1) Discontinue use of the Site and services; (2) Terminate your monthly subscription; and (3) Notify us of termination. You may terminate this Agreement and your account with us only if you do not have active transactions on the Site and if your account is paid in full. At any such time, you may terminate this Agreement and your account by notifying us in accordance with the Section 2.2 and 5.3. In addition, your account will be deemed inactive and closed if there is no activity on your account for one year. In the event your account is closed or terminated it will be marked inactive in our systems, but we cannot delete your user information or transaction history.

#### **SECTION 1.7 Changes to Agreement**

We reserve the right in our sole discretion, to amend and supplement this Agreement (including any other documents incorporated herein, such as our Privacy Policy), at any time, by posting the revised Agreement to the Site without further notice to you which shall be effective immediately upon posting. We will post a notice on the homepage of our site if and when we make material changes to our Privacy Policy. Your continued use of the Site after such changes are posted will constitute your agreement to such amended Agreement, other document, or additional terms and conditions.

#### **SECTION 1.8 Postings by Users**

We provide Users with tools and instructions for posting items and services for trade on the Site (each such item, a "Listing"). In addition, other registered Users may communicate with other Users on the Site or other content on the Site (any such material, "Postings"). We have the right, but not the obligation, to monitor, edit refuse to post or remove any Posting or Listing from the Site. We are not responsible for the content of Listings or Postings posted by Users and have no obligation to mediate or otherwise reconcile differences between the User and other users of the Site. Monitoring of Postings and Listings by us is not intended to verify the accuracy of the information contained therein and should not be relied upon by you for any purpose. Users should use appropriate caution when communicating with others and in entering any transaction.

The Company is not responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, file corruption, or any other reasons.

## SECTION 1.9 Accuracy

You represent warrant, and covenant that all information given to us (including your name, address and other information associated with your account ("User Information")), and all information communicated to other users of the Site, whether in a Listing or a Posting, is true, accurate, up-to-date and not misleading.

## SECTION 2. TERMS OF SALE

### SECTION 2.1 Fees for Monthly Subscription

You agree to pay all required monthly subscription fees in advance for using the Site. By signing up for Trips4Trade.com you agree and acknowledge that your subscription has an initial and recurring payment charge at the then-current subscription rate and you accept responsibility for all recurring charges prior to cancellation, including where applicable any charges processed by Trips4Trade after the expiration date of your payment date. For the current monthly subscription fees which are subject to change in the future: **Trips4Trade.com Fees**. Monthly subscription fees are non-refundable. If we change the monthly subscription rate, we will provide you with notice of such changes, such as by email or notice posted on the Site.

When you register for a monthly subscription, you expressly acknowledge and agree that (A) Trips4Trade, LLC (or our third-party payment processor) is authorized to charge you on a monthly basis for your subscription (in addition to any applicable taxes and other charges) for as long as your monthly subscription continues and (B) your monthly subscription continues until you cancel it or we suspend or stop providing access to the Site in accordance with these terms.

### SECTION 2.2 Cancellation Policy for Monthly Subscription Renewals

To cancel your monthly subscription at any time, you may email us at Support@trips4trade.com and we will cancel the subscription for you. The cancellation shall be effective for the following subscription term, but no fees will be refunded for cancellations processed during the middle of a term that has already been paid for. If you cancel, you may use your subscription until the end of your then-current subscription term.

In the event you cancel your monthly subscription, please note that we may still send you promotional communications about Trips4Trade, unless you opt out of receiving those communications by following the unsubscribe instruction provided therein.

### SECTION 2.3 Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your subscription (including any applicable taxes and other charges) (collectively, as applicable, an "Membership"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Membership may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Membership. If you want to change or update your payment method information, you can do so at any time by logging into your account. If a payment

is not successfully settled and you do not edit your payment method information or cancel your Membership, or account, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated.

You acknowledge that the amount billed may vary due to promotional offers, preferences you select, changes you make to your Membership or changes in applicable taxes or other charges, and you authorize us (or our third party-payment processor) to charge your payment method for the corresponding amount.

Past due payments may result in suspension and/or termination of your account as well as referral to a credit agency. We reserve the right to pursue applicable civil and criminal legal actions.

## **SECTION 2.4 Pricing**

All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with the monthly subscription plan, we will provide advance notice of such changes in accordance with Section 1.3. We will not, however, be able to notify you of changes in any applicable taxes. The logging into your account, as applicable, after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your subscription(s) in accordance with the cancellation policies set forth in Section 2.2, as applicable.

## **SECTION 3. TRANSACTIONS ON THE SITE**

### **SECTION 3.1 We Are Only a Venue**

You agree and acknowledge the following: that we are not a Seller of the items listed on this Site; that we are not an advertiser of any of the items listed on this Site; that we are not a party to the transactions between registered Users on this Site; and that we are in no way responsible for your satisfaction of the trade.

The Site only provides the venue for registered users to privately transact for the trade of trips, guide services, lodging, hosting, and other related items and services (hereinafter referred to as "Item" or "Items").

We are not involved in the actual transaction or transfer of Items between Users. We recommend that you take precautionary measures when communicating with other Users and entering into any transaction.

We make no representation as to the truthfulness of other Users on this Site. We recommend that you take precautionary measures to determine another User's age, identity, location, and authority to enter into contracts.

We make no representation that Users on this Site will complete the transfer of the Item or deliver the Item to the buyer; nor that a User has truthfully and accurately described an Item posted

on the Site; or that the transfer of an Item complies with applicable legal requirements for the transaction.

Although we may provide references to relevant laws, nothing on this Site is meant to constitute legal advice. You should check with your state's Attorney General Office to ensure you are in full compliance with legal requirements. If you are unsure about proper compliance, seek the assistance of a licensed and qualified attorney.

### **SECTION 3.2 We Are Not the Seller**

We do not transfer legal ownership of Items from the seller to the buyer, and nothing in this Agreement shall modify the governing provisions of applicable law including the Uniform Commercial Code §2-401 (2), under which legal ownership of an item is transferred upon physical delivery of the item. Unless the transacting Users agree otherwise, each User will become the Item's lawful owner upon physical receipt of the Item, in accordance with governing law cited above.

### **SECTION 3.3 Independent Contractors**

You and Trips4Trade.com are independent contractors. No agency relationship, partnership, joint venture, employer-employee relationship or franchisor-franchisee relationship is intended or created by this Agreement.

### **SECTION 3.4 Users**

Listing an Item and/or agreeing to trade an Item may constitute a binding legal contract with the other User to conduct the transaction on the terms stated in this Agreement.

You represent, warrant, and covenant to us that:

1. You are entering into all agreements and transactions on this Site only for your own account and not for the benefit of any third party;
2. You have the legal right to enter into transactions for Items on this Site; and that
3. The transactions you enter into on this Site:
  - a. Will not be fraudulent or involve the sale of illegal, counterfeit or stolen Items; and
  - b. Will not infringe any parties' copyright patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

### **SECTION 3.5 Additional Company Rights**

The Company reserves the following rights:

- To release current or past Registration Data (as defined below), Post Data, or other information pursuant to the terms of this Agreement, and/or the Privacy Policy in the event the Company believes that the User is in violation of this Agreement, the Site is used to commit unlawful acts, if the information is subpoenaed, and/or if the Company deems it necessary and/or appropriate.

- To remove Post Data from the Site.
- To deny Service to offenders of this Agreement.
- To deny access to the Site or terminate or cancel User's accounts for anyone or any User for any reason or no reason.

The Company reserves the right to modify or discontinue, temporarily or permanently, the Site with or without notice to the User. The User agrees that Site shall not be liable to the User or any third party for any modification or discontinuance of the Site. The User acknowledges and agrees that any termination of the Site under any provision of this Agreement may be effected without prior notice, and acknowledges and agrees that the Company may immediately delete data and files in the User's account and bar any further access to such files or the Site.

The Company owns certain things on this system, including the 'look and feel' of the system, the name of the system, the collective work copyright in sequences of public messages on the system, and the business method. The User cannot reproduce any message thread from the system, either electronically or in print, without the Company's permission and the permission of all participants in the thread. This is not a complete list – other things on the system are also the Company's property. Contact the Company before copying anything from the system with plans of reproducing it or distributing it.

The User acknowledges and agrees that content, including but not limited to text, software, music, sound, photographs, graphics, video, page layout and design, or other material contained in the Site or information presented through the Site is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. The User acknowledges and agrees that the User is permitted to use this material and information only as expressly authorized by the Company or, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express authorization. The User acknowledges and agrees that Company can display the User's images and text throughout the Site.

### **SECTION 3.6 Legality of Purchase and Shipment**

If you engage in transactions on the Site, you agree to comply with all applicable legal requirements governing the specific requirements for transfer and shipping of Items (which shall apply regardless of any contrary information contained in a seller's Listing).

You represent, warrant, and covenant to us that you shall:

1. Comply with all applicable legal requirements in listing, agreeing to trade, transferring and shipping Items;
2. Be solely responsible for compliance with all applicable export or import controls with respect to these transactions with respect to Items;
3. Comply with all legal requirements regarding the reporting, collection, withholding and payment of all taxes and duties applicable to the transfer and transport of each Item; and
4. Comply with the following required terms on the Site:
  - a. Items may not be transferred or shipped contrary to state and local legal requirements, which may vary considerably. For example, items such as knives may require government-issued proof of age before they can be shipped to certain



states, and in some states, certain types of knives may not be sold or shipped at all. Each state has their own laws regarding handling and transport of animals.

b. Below is a list of reference links to your state:

i. U.S. Department of Agriculture Animal and Plant Inspection Service (APHIS) laws and regulations: <http://www.aphis.usda.gov/>

ii. U.S. Animal Welfare Act:

[http://www.aphis.usda.gov/animal\\_welfare/downloads/awa/awa.pdf](http://www.aphis.usda.gov/animal_welfare/downloads/awa/awa.pdf)

iii. The U.S. Horse Protection Act:

[http://www.aphis.usda.gov/animal\\_welfare/hp/hp\\_act\\_regs.shtml](http://www.aphis.usda.gov/animal_welfare/hp/hp_act_regs.shtml)

c. U.S. Requirements: If you or the Items you seek to trade are located within the U.S. you additionally represent, warrant, and covenant that you are familiar with the U.S. statutes and regulations governing export controls, sanctions and embargoes, and you additionally agree that: (1) You are not a national of or located in any country embargoed by the United States, and (2) You are not on the Excluded Parties List System, the Specially Designated Nationals List, or the Denied Persons List, and (3) You are not listed on any other lists maintained by the U.S. federal government which prohibits or restricts participating in commercial or other transactions, and (4) You are not using or accessing the Site on behalf of a party who is on any such lists.

### **SECTION 3.7 Release**

You acknowledge and agree that we do not take title to or possession of any Item being traded on the Site, and we are not a principal in the transactions on the Site, nor are we your agent or an agent of any seller or other buyer. Because we are not and cannot be involved in dealings between users of the Site, in the event that you have a dispute with another user (whether a buyer or seller), you hereby release us, our directors, officers, employees and agents from and against any and all claims, demands, and damages (actual and consequential, and including attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

### **SECTION 3.8 Other Fees and Tax Issues**

You agree that Trips4Trade.com bears no responsibility for the reporting, payment, collection and remittance of any other fee or tax that may be assessed on any transaction conducted through the Site by any jurisdiction having taxing authority over the sale or transaction. You agree that you are responsible for, and will indemnify us against any liability for any sales/use, rental, VAT or similar transaction tax that is or may be assessed by any jurisdiction with respect to the fees charged to sellers by us. You agree to defend, indemnify and hold us harmless from and against any and all liabilities, damages and costs that may result from inadequate reporting, payment collection or remittance by you of any taxes relating to transactions conducted on the Site, except taxes imposed on or measured by our income or net worth.

## **SECTION 4. LIMITATION OF LIABILITY**

### **SECTION 4.1 Disclaimer of Warranties**

A great danger for the Company, and for all operators of online networks, is that we might be held accountable for the wrongful actions of our users. If one user libels another user, the injured user might blame us, even though the first user was really at fault. If a user uploads a program with a computer virus, and the other users' computers are damaged, we might be blamed even though a user left the virus on our Site. If a user transmits illegal or improper information to another user, we might be blamed even though we did nothing more than unknowingly carry the message from one user to another. Accordingly, we need all users to accept responsibility for their own acts, and to accept that an act by another user that damages them must not be blamed on us, but only on the other user.

Although it is the Company's goal to provide users with a reliable, quality system, we may make mistakes or experience system failure from time to time. Such problems are inevitable in operating any computer based website. We would not be able to make this network available to users if we had to accept blame or financial liability for any usability problems, system failures or errors, or mistakes or damages of any kind. In order to continue offering and improving our service, the Company must deny any warranties on this service and insure that our liability for any problems connected with the use of our system is strictly limited.

These needs are accomplished by the following disclaimers:

**YOU AGREE THAT USE OF THE SITE AND THE SERVICES ON THE SITE ARE ENTIRELY AT YOUR OWN RISK. THE SITE AND SERVICES, INCLUDING ALL CONTENT, ITEMS, LISTINGS, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTIONS WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE.**

**WE MAKE NO ENDORSEMENT OR WARRANTY REGARDING ANY GOODS OR SERVICES POSTED ON THE SITE OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER OF THE SITE.**

## **SECTION 4.2 Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY "PARTIES") SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE THE SITE OR SERVICES, OR RELATED TO THE INFORMATION, CONTENT AND FUNCTIONS THEREOF, WHETHER GENERATED BY THE SITE, BY ANOTHER USER OR BY UNAUTHORIZED ACCESS TO THE SITE (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE PARTIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM OR (B) U.S. \$100.00. THIS LIMITATION SHALL NOT APPLY IN THE CASE OF WILLFUL OR INTENTIONAL MISCONDUCT.

## **SECTION 4.3 Indemnification**

You shall indemnify, defend, and hold the Trips4Trade.com Parties harmless from and against any and all claims, losses, damages, liabilities, judgments and fees and expenses related thereto (including, without limitation, reasonable attorneys' fees), incurred by a Trips4Trade.com Party in connection with any claims arising out of, based upon, or resulting from any of the following, whether by you or by a third party using your log-in. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

## **SECTION 5. GOVERNING LAW AND OTHER TERMS**

### **SECTION 5.1 International Users; Choice of Law.**

The Site is controlled, operated and administered by Trips4Trade.com, which is based within the state of Alabama, county of Sumter, United States. We make no representation that functions or information found at the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the information found on or at this Site in violation of U.S. or other export laws and regulations. If you access this Site from a location outside of the U.S., you are responsible for compliance with all laws applicable to you. This Agreement, all

matters arising from or relating to the use of the Site, and any and all claims arising out of your relationship with the Trips4Trade.com Parties shall be governed by and in accordance with the laws of the State of Alabama.

#### **SECTION 5.2 Dispute Resolution; Attorneys' Fees.**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITE SHALL BE INSTITUTED EXCLUSIVELY IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF TUSCALOOSA, STATE OF ALABAMA, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR IN THE FUTURE TO THE LAYING OF THE VENUE, OR TO THE JURISDICTION OF ANY SUCH COURT OVER YOU OR YOUR ACTIVITIES ON THE SITE.

Trips4Trade.com reserves the right to institute proceedings in Tuscaloosa County, Alabama in order to:

1. Obtain interim or provisional relief pending resolution of a dispute; or
2. Collect from you any monies due under this Agreement or under an award of the court described above.

You may not bring any action arising out of this User Agreement or your use of the Site or the Services, regardless of form or the basis of the claim, more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). In the event that you bring an action in an improper forum or outside of the time limit in violation of this Section, Trips4Trade.com shall be entitled to recover from you its reasonable attorney's fees in responding to such action.

#### **SECTION 5.3 Notices.**

Except as explicitly stated otherwise, any notices you send to us shall be given by means of our electronic support system located at Trips4Trade.com. or by mail to us at:

Trips4Trade.com  
350 Pauline Stephens Road  
Ward, AL 36922

Or, in the case notices we send to you, to the email address or street address listed in your User Information in your account Notice shall be deemed given 24 hours after an electronic message is sent, unless the sending party is notified that the message did not reach the recipient or, in the case of mailing, three (3) days after the date of mailing.

#### **SECTION 5.4 Electronic Execution.**

When you click on "I Accept," you submit your electronic acceptance of this Agreement. Your electronic acceptance constitutes your acknowledgement and acceptance of all terms and conditions of this Agreement and will have the same legal force and effect as if you had physically

signed this Agreement. You agree to the admissibility of computer records and electronic evidence in any dispute under this Agreement.

#### **SECTION 5.5 General Provisions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to put into effect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of this Agreement (including any other documents incorporated by reference herein) shall not constitute a waiver of such right or provision. This Agreement including any other applicable terms and conditions or rules that govern your use of individual Services, which are either incorporated herein by specific reference or posted on the Site from time to time, comprises the entire agreement between you and Trips4Trade.com, and supersedes all prior representations, agreements or statements between us, written or oral, regarding the subject matter contained herein (including any prior user agreement for the Site). All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of this Agreement. The titles and headings contained in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the parties, but you may not assign this Agreement to any person or entity without our prior written consent and any such assignments made without consent shall be null and void. This Agreement is solely for the benefit of Trips4Trade.com, its affiliates, and you, and shall not be construed for the benefit of any third party.