www.ENrouteCommunications.com

Terms and conditions

This web portal is maintained and administered by ENroute Communications LLC located at 20 W 20th St Suite P12, New York, NY 10011.

In using this web portal the user indicates his or her agreement to be bound by these Terms and Conditions. The user acknowledges and accepts that ENroute Communications may from time to time alter any part of this web portal, or any of the services or products provided in this web portal, as it thinks adequate and fit, at any time and without notice to the user.

These Terms and Conditions shall be deemed to include any other policies contained on the web portal from time to time, including but not limited to, rules relating to privacy policy as detailed hereunder. This privacy policy is expressly incorporated into the Terms and Conditions of this web portal.

Terms and Conditions on Sporting Activities

Our web portal contains information about activities which require physical exertion and a degree of physical fitness. ENroute shall have no liability towards any person for any loss or injury (including but not limited to personal injury and consequential loss) suffered while participating in such sporting activities described or referred to in this web portal. ENroute does not make representations of fact, nature, quality or suitability of any of the sporting activities described on this web portal. The user is responsible for informing himself (or herself) of any and all inherent risks, of the degree of physical fitness required for the various activities described, seeking professional medical advice when in doubt. The material and information provided relative to sporting activities is given for information purposes only and gives no warranty as to the safety and security of such activities.

Our web portal contains information about destinations that may be have travel warnings or may be on the do not travel list of your home country. ENroute shall have no liability towards any person for any loss or injury (including but not limited to personal injury and consequential loss) suffered while visiting does countries.

Information on Service Providers

ENroute Communications provides information on destinations, businesses, companies and service providers (the 'Operators'). Although the information provided on the web portal was supplied by the Operators themselves and to the best of our knowledge is correct, in placing their details on the web portal, ENroute does not make any representation as to their currency or accuracy. ENroute disclaims liability and responsibility for any and all loss, damage, or inconvenience suffered by any person, company, corporation or partnership or other entity as a result of use of such contact and descriptive details, as provided in this web portal. Anyone proposing to use or rely on such information should seek confirmation of the accuracy and currency of such information directly from the Operator concerned. The user hereby agrees that the use of the information provided therein is at his/its own risk and responsibility.

ENroute shall not be liable for any damages (including but not limited to damages resulting from loss of business or loss of profit) arising in contract, tort or otherwise, from the use or inability to use this web portal, or any link contained therein, or from any action or decision taken as a result of using such web portal or any link, material or information contained therein. The same applies to any information about third party products and services contained in electronic news bulletins or other forms of communication issued by ENroute, or any links contained therein.

What happens when you visit our web portal?

When you visit this web portal, a record of your visit is kept for statistical and research purposes only. This helps us know which aspects of our site are the most visited, and of most interest to you, and helps us include more of what we understand you would like to know about our clients. Similar records may be kept when you use any of the interactive features of this web portal. The information kept is:

- Your server address
- Your top-level domain name (e.g. .com, .net, .uk)
- The date and time you visited this site
- The pages of this site you accessed
- The documents you downloaded

- The previous site you visited
- The type of web browser you used

We will not use this information for identification purposes. However, this information may be used for this purpose in the unlikely event that a government law enforcement body or other similar party obtains and exercises a warrant, subpoena, or similar legal order to obtain access to our service provider's logs.

Cookies

To collect this information and save any preferences you may indicate to us on the interactive aspects of the web portal we may use cookies. Cookies are a small string of codes that a web portal can send to your web browser to help the web portal analyze how users use the site. MTA will use this information for evaluating your use of the web portal and statistical and research purposes only. A cookie cannot extract information from your computer, transmit computer viruses, or capture or transmit your email address. You can decide to de-activate cookies on your computer by accessing your web browser settings. By using this web portal the user consents to the processing of his/its data by ENroute in the manner and for the purpose set out above.

Personal Information

Some of the interactive features of this site, including the various subscription forms may require you to enter personal information. ENroute stores this information in encrypted format, and disposes of it once the purpose for which it was collected has been achieved. The length of time for which it is stored may vary according to the purpose for which it has been collected. No such information will be released to a third party without your prior consent, unless ENroute is compelled to do so by law.

Registering for E-Mail News & Updates

If you decide to register to receive information from us, such as details of events or activities of interest to you, we may ask you to submit information on preferences and some personal details. This information will be stored for our use only for the following purposes:

- For research and statistics;
- To identify your interests; and
- To add your name to our mailing list (with your consent only).

Our aim in collating this information is to be able to provide a more relevant and timely service on news and information on our clients. As a result, you may receive information from us relating to your preferences and interest. You are able to unsubscribe from the mailing lists at any time.

The information you provide will not be released to any third party without your consent, which will be indicated to you at the time of registration, or at a time thereafter. If you give your consent, we may pass on generic, but never specific, personal information, to our tourism partners for purposes of research and marketing. ENroute disclaims any responsibility or liability for the use that our tourism partners make of such information. ENroute shall not be responsible for any direct, indirect, punitive, incidental, consequential or other damages arising from unauthorized access to or alteration of or unlawful transmission of data by third parties.

If you unsubscribe from our mailing lists, we will remove your name from our database mailing lists, but we will not be responsible for ensuring that even our tourism partners will remove your name from their mailing lists. This privacy statement applies only to this web portal and not to any third party sites that are linked from this site.

Access to Information

Any person or organization, who has registered with this web portal, and who believes that we have gathered and stored personal information relating to them, may request to view that information under the provisions of the relevant data protection laws. Any request is to be directed to: <u>info@enroutecommunications.com</u>

In the event that any of terms and conditions contained herein shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term and conditions shall to that extent be severed from the remaining terms and conditions, contained herein which shall continue to be valid to the fullest extent permitted by law.

These terms and conditions shall be governed and construed in accordance with New York State law and all disputes relating to the performance or interpretation of any term or conditions contained herein shall be subject to the exclusive jurisdiction of the State of New York.