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When participating in the Communication Services, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board, or

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- post or distribute any material that you do not have a right to transmit either by law or under a contractual or fiduciary agreement or other arrangement;
- post or distribute any vulgar, obscene, discourteous, or indecent language or images;
- do anything that is, or can be considered, harmful to minors in any way;
- advertise or sell to or solicit others;
- use the Cville Travel Web Sites or Communication Services for commercial purposes of any kind;
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- information reasonably sufficient to permit Cville Travel to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of such rights or the law; and
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In addition, other sites may link to the Cville Travel Website with or without our authorization, and we may block any links to or from the Cville Travel Website. YOUR ACCESS TO AND USE OF THIRD PARTY WEB SITES, APPLICATIONS, CONTENT AND RESOURCES IS AT YOUR OWN RISK. If you link to the Cville Travel Website, we require that you follow these guidelines. The link to the Cville Travel Website must not damage, dilute or tarnish the goodwill associated with any of our names, "marks" (as defined below) and/or other intellectual property, nor may the link create the false appearance that your website and/or organization is sponsored, endorsed by, affiliated and/or associated with Cville Travel . You may not "frame" the Cville Travel Website or alter its intellectual property or Content in any other way. You may not link to the Cville Travel Website from a site that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise deemed inappropriate, as determined by us in our sole discretion. We reserve the right, in our sole discretion, to terminate a link with any website for any reason or no reason at all, including, without limitation, any website that we deem to be inappropriate or inconsistent with or antithetical to the Cville Travel Website and/or these Terms of Use.

- 18. <u>Wireless.</u> You will only receive Cville Travel text alerts when you request them by entering a mobile promotion, which includes but is not limited to any contest, sweepstakes, or offer for products sponsored by Cville Travel or its affiliates. Standard/other text messaging rates apply, according to your individual rate plan provided by your wireless carrier. Check with your wireless carrier or review the terms of your wireless plan for details. Under no circumstances will the Releasees be responsible for any text messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number as a result of a promotion.
- 14. <u>Governing Law.</u> Those who choose to access the Cville Travel Web Sites do so at their own risk and on their own initiative and are responsible for compliance with all applicable local laws. These terms shall be governed by and construed in accordance with the Pennsylvania state laws. Any dispute under these terms shall be subject to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Pennsylvania and, by using the Cville Travel Web Sites/Service, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts. In any action against us arising from the use of the Cville Travel Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including, but not limited to, its costs, and reasonable attorney's fees. If any provision of these Terms of Use

shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. 15. Information for International Users. This website is operated from the United States, and should not be accessed from any location where it would violate local laws to do so. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. 16. Miscellaneous. These Terms of Use (together with our Privacy Policy and Purchase Policy) represent the entire understanding and agreement between you and Cville Travel relating to the subject matter herein and supersede any and all prior or other arrangements, negotiations, discussions, statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by Cville Travel. Any waiver of any provision of these terms must be in writing signed by Cville Travel to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. We will determine your compliance with these Terms & Conditions in our sole discretion and its decision shall be final and binding. Any violation of these Terms & Conditions may result in restrictions on your access to all or part of the Website and may be referred to law enforcement authorities. We reserve the right to modify or discontinue this Website, or any portion thereof without notice to you or any third party. Upon termination of your membership or access to the Website, or upon demand by us, you must destroy all materials obtained from this Website and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law. The section titles in these Terms & Conditions are for your convenience only and do not have any legal or contractual effect. COPYRIGHTS / TRADEMARKS 2013 Cville Travel, LLP. All brands, names, logos, trade names, copyrights, service marks and trademarks and other distinctive identifications (collectively, the "marks") on or of the Cville Travel Website/Services are owned by Cville Travel and/or its related entities, affiliates or partners or are used under license. All rights reserved. The marks are protected by copyright and trademark and you shall not use the marks, or any confusingly similar marks, for any purpose whatsoever without the express prior written consent of Cville Travel or otherwise as contemplated in this Agreement. Reproduction, duplication, distribution, derivative works, and other unauthorized copying or use of stills, audio, video footage, or any other materials contained in the Cville Travel Website/Services are expressly prohibited.