

## **Making Memories Tours, LLC, Terms and Conditions of Use, Version 1, July 2, 2020**

**Making Memories Tours, LLC, henceforth will be referred to as Making Memories Tours. This Terms and Conditions of Use document outlines the rules and regulations for the use of the Making Memories Tours website at <https://makingmemoriestours.com/>**

By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use Making Memories Tours' website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions of Use, Privacy Statement and Disclaimer Notice and any or all agreements: "client," "you," and "your" refers to you, the person accessing this website and accepting the company's terms and conditions. "The company," "ourselves," "we," "our," and "us," refers to our company. "Party," "parties," or "us," refers to both the client and ourselves, or either the client or ourselves. All terms apply to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the client in the most appropriate manner, whether by formal meetings of a fixed duration or any other means, for the express purpose of meeting the client's needs in respect of provision of the company's stated services/products, in accordance with and subject to, prevailing law of the United States of America. Any use of the above terminology or other words in the singular, plural, capitalization and or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

We employ the use of cookies. By using the Making Memories Tours website, you consent to the use of cookies in accordance with our privacy policy. Most websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. We may have affiliate/advertising partners who may also use cookies.

### **License**

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### **User Comments**

Certain parts of this website may offer the opportunity for users to post and exchange opinions, information, material, and data (or comments) in areas of the website. Making Memories Tours screens, edits, or decides

whether or not to publish comments before their appearance on the website, and comments do not reflect the views or opinions of Making Memories Tours, its agents or affiliates. Comments reflect the view and opinion of the person who posts such views or opinions. To the extent permitted by applicable laws Making Memories Tours shall not be responsible or liable for any comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of, and or posting of, and or appearance of the comments on this website.

Making Memories Tours reserves the right to monitor all comments and to remove any which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that 1) you are entitled to post comments on our website and have all necessary licenses and consents to do so; 2) the comments do not infringe any intellectual property rights, including without limitation copyright, patent or trademark, or other proprietary rights of any third party; 3) the comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy; 4) the comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Making Memories Tours a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your comments, reviews, or recommendations, in any and all forms, formats, or media.

### **Hyperlinking to our Content**

The following organizations may link to our website without prior written approval: 1) government agencies; 2) search engines; 3) news organizations; 4) online directory distributors when they list us in their directory and link to our website in the same manner as they hyperlink to the websites of other listed businesses. Soliciting nonprofit organizations, charity shopping malls, and charity fundraising groups may not hyperlink to our website without express written permission.

These organizations may link to our home page, to publications or to other website information so long as the link: 1) is not in any way misleading; 2) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and 3) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources such as Chambers of Commerce, dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: 1) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); 2) the organization does not have an unsatisfactory record with us; 3) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; 4) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the

mission of the organization; 5) the organization does not have an unsatisfactory rating with the Better Business Bureau (BBB).

If you are among the organizations listed in paragraph two (2) above and are interested in linking to our website, you must notify us by sending an email to [marketing@xesiding.com](mailto:marketing@xesiding.com). Please include your name, your organization name, contact information (such as a phone number and/or email address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow two to three weeks for a response.

Approved organizations may hyperlink to our website as follows: 1) by use of our legal (or corporate) names, or 2) by use of the uniform resource locator (web address) being linked to, or 3) by use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Making Memories Tours' logos or other copyrighted artwork or photos will be allowed for linking absent a formal trademark license agreement.

### **I-Frames**

Without prior approval and express written permission, you may not create frames around our web pages or use other techniques that alter in any way the visual presentation or appearance of our website.

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of Links from our Websites**

If you find any link on our website or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

While we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the site is kept up to date.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your site. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## **Disclaimer**

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The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: 1) are subject to the preceding paragraph, and 2) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, tort (including negligence) and for breach of statutory duty.

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