Terms of Use Take A Break Travel Webpage Takeabreaktravel.com

Take a Break Travel, LLC ("Take a Break Travel, LLC," "we," "our," or "us") recognizes that your privacy is important, and we are committed to protecting the privacy of confidential and personal information. The following Terms of Use and Privacy Policy ("Policy") sets forth our practices associated with collecting, retaining, using and sharing information and is based on the privacy and data protection principles common to the country in which we operate. Please take a moment to review the Terms of Use including our Privacy Policy.

Terms outline users' obligations, the website's limitations, and the conditions surrounding the use of the website and its services.

- **1. Acceptance of Terms** By using the website <u>Takeabreaktravel.com</u> ("the Website"), you agree to and accept the Terms of Use including our Privacy Policy. If you do not agree to the Terms of Use, please do not use the Website.
- **2. Use of the Website** You agree to use the Website solely for your personal and non-commercial use. You may not use the Website for any illegal or unauthorized purpose. You must not violate any laws in your jurisdiction when using the Website.
- **3. Vacation Package and Presentation Attendance** <u>Takeabreaktravel.com</u> offers discounted vacation packages in exchange for attending a presentation on the benefits of discount travel membership. By accepting a vacation package, you acknowledge and agree to attend the discount travel presentation as part of the arrangement.
- **4. User Account** If you create an account on the Website, you are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account.
- **5. Intellectual Property** The content on the Website, including but not limited to text, graphics, logos, and images, is the property of <u>Takeabreaktravel.com</u> and is protected by intellectual property laws. You may not use, reproduce, or distribute the content without our written permission.
- **6. Disclaimer of Warranties** The Website is provided "as is" and "as available" without any warranties, expressed or implied. <u>Takeabreaktravel.com</u> does not warrant the accuracy, completeness, or reliability of any content on the Website.
- **7. Limitation of Liability** Takeabreaktravel.com and its affiliates shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of the Website or the vacation packages offered.
- **8. Changes to Terms:** The terms may be revised at any time, with changes effective immediately upon posting. Changes to arbitration/dispute resolution provisions don't apply to disputes notified before the change.
- **9. Continued Use:** Continued use of the website after changes to the terms indicates acceptance of the revised terms, and users are encouraged to check for updates regularly.

Privacy Terms for Takeabreaktravel.com (click to review full Privacy Policy)

- **1. Collection of Information** We collect personal information, including but not limited to your name, contact details, and payment information, when you purchase a package, make a reservation or create an account on our website. We may also collect non-personal information, such as IP addresses and browsing behavior.
- **2. Use of Information** We use the collected information to process reservations, communicate with you, and improve our services. By accepting a vacation package, you consent to us sharing your information with the Presentation provider for scheduling purposes.
- **3. Security** We use physical, technical, and organizational security measures to safeguard your personal data. These measures help ensure the integrity and confidentiality of your personal data. Additionally, we use SSL (Secure Sockets Layer) technology to encrypt and transmit your billing information. While we take reasonable precautions to attempt to ensure the safety and security of your online transactions and personal information, it is impossible for us to completely guarantee that your personal data will be immune from malicious attack or compromise. As a result, while we strive to protect your Personal Information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and cannot be responsible for the theft, destruction, or inadvertent disclosure of your Personal Information. As such, by using our Services, you understand that the transmission of your personal data is always at your own risk.

- **4. Third-Party Links** Our Website may contain links to third-party websites. We are not responsible for the privacy practices or content of these third-party sites. Please review the privacy policies of these sites before providing any personal information.
- **5. Changes to Privacy Policy** We reserve the right to update our Privacy Policy at any time. Any changes will be effective immediately upon posting on the Website. It is your responsibility to review the Privacy Policy periodically.

Handling of Personal Data

- 1. **Travel Booking Services**: Personal data is processed to deliver services such as booking confirmation, managing changes to bookings, and providing additional products and services like excursions or entertainment.
- 2. **Customer Service**: Personal information is used to provide customer support and create consumer profiles for personalized experiences and marketing communications.
- 3. **Advertisement and Marketing**: Personal data may be used to create profiles for targeted marketing communications through various channels with consent obtained where necessary.
- 4. **Payment Processing**: Payment information is processed to complete transactions.
- 5. **Credit Information**: General credit information may be obtained for purposes such as evaluating eligibility for credit and identifying potential products or services of interest.
- 6. **Legal Compliance**: Personal data may be collected, retained, and disclosed to comply with legal obligations and regulations.
- 7. **Sharing Information**: Personal data may be shared with third-party service providers, vendors, promotional partners, and travel partners to facilitate services, marketing activities, and legal compliance. Sharing may also occur in the context of corporate transactions, as well as for aggregate information analysis.
- 8. **Protection of Rights**: Personal data may be shared to protect the rights or property of the service provider or third parties, prevent fraud or crime, and support legal proceedings.
- 9. **User-Requested Sharing**: Users may request the sharing of their information with friends, family, or third parties such as excursion companies or medical providers.
- 10. Public Display of Reviews: Reviews or comments posted by users may be displayed publicly online.
- 11. Consent to Contact: Where you provide "prior express written consent" within the meaning of the Telephone Consumer Protection Act ("TCPA"), you consent to receive telephone calls, including artificial voice calls, prerecorded messages and/or calls delivered via automated technology and text and SMS messages to the telephone number(s) that you provided from us and the marketing partners listed in and hyperlinked to the consent. You are not required to provide this consent to obtain access to our Promotions, products or services, and your consent simply allows us to contact you via these means. By agreeing to this Policy, you are obligated to immediately inform us if the telephone number that you provided us changes. If you: (a) have your telephone number reassigned to another person; (b) give up your telephone number; (c) port your cellular telephone number to a landline or vice versa; or (d) otherwise stop using that telephone number, you agree to promptly contact us at CustomerCare@TakeABreakTravel.com

By using <u>Takeabreaktravel.com</u>, you agree to the Terms of Use, <u>Privacy Policy</u> and <u>Mandatory Arbitration</u> outlined above. If you have any questions or concerns, please contact us at customercare@takeabreaktravel.com.