

# Terms of Service – “Guides”

## THE APPROACH, INC.

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Version Release Date: June 7, 2018

Agreement Version: 1.0

This Terms of Service (this “**Agreement**”) is a contract between you and The Approach, Inc., a company formed in the state of Delaware, United States (“**Company**”). You must read, agree to, and accept all the terms contained in this Agreement in order to use the following services and associated intellectual property (all collectively the “**Services**”):

- a) The website owned and operated by Company with top level domain ‘www.findtheapproach.com’ (the “**Site**”); or
- b) Any related software, websites and other services provided, directly or indirectly, by Company on which a link to this Agreement is displayed.

YOU UNDERSTAND THAT BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT TAKES EFFECT AT THE FIRST INSTANCE THE SERVICES ARE EITHER UTILISED OR ACCESSED BY YOU. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SERVICES. IF YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “YOUR” WILL ALSO REFER AND APPLY TO THAT ENTITY OR AGENCY.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY, AS USING THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THIS PAGE AND DO NOT PROCEED FURTHER.

## 1. Definitions

- 1.1 The terms “**us**”, “**we**”, and “**our**” refer to Company.
- 1.2 The terms “**you**” and “**your**” refer to both you and any entity or business on whose behalf you have agreed to this Agreement.
- 1.3 The term “**Content**” refers to all data accessible through the Services, including without limitation, text, reviews, comments, ratings, information, graphics, design, maps, hyperlinks, the “look and feel”, logos, icons, currency conversion, calculations, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, the

selection or arrangement of the information, and the underlying code and software in the Services, whether produced or added to the Services by Users, third parties, or by us.

- 1.4 The term “**Customers**” refers only to Users that are not using the Services for the purpose of offering travel, guided tours or other related services via the Site.
- 1.5 The term “**Our Content**” refers to all Content directly accessible by using the Services, except: (a) User Content; and (b) Content only accessible via links to third-party websites and apps.
- 1.6 The term “**Personal Data**” refers to any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data is in many ways the same as Personally Identifiable Information (PII). However, Personal Data is broader in scope and covers more data.
- 1.7 The term “**Third-Party Services**” refers to all websites, apps, widgets or other services that are not owned or operated by Company and are accessible or utilized, directly or indirectly, via the Services.
- 1.8 The term “**User**” refers to someone who uses the Site or who otherwise uses or accesses the Services.
- 1.9 The term “**User Content**” refers to Content uploaded or otherwise added to the Services by a User.
- 1.10 The term “**Your Content**” refers to Content uploaded or otherwise added to the Services by you.

## **2. Your Personal Data**

- 2.1 You understand and accept that we process information about you in accordance with our **Privacy Notice**. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate.
- 2.2 This Agreement specifically incorporates the provisions set out in the Privacy Notice, as amended, at the date that you entered this Agreement.
- 2.3 By using or accessing the Services, you permit Company to allow certain third-party service providers to access your information, including but not limited to, Personal Data, for the sole purpose of enabling the provision of the Services.
- 2.4 You understand and accept that Company shall not be responsible for keeping or maintaining a copy or details of any User Content or Personal Data beyond any period mandated by applicable law. In the event that the Services are withdrawn or shutdown, Company is under no obligation to provide you with a copy of Your Content or Personal Data, or the Content or Personal Data of any other User, to the maximum extent permitted by applicable law.
- 2.5 By using the Services, you consent to the storage of your Personal Data on servers that may, for a period, be outside your country of residence.

## **3. Eligibility**

- 3.1 You must be at least eighteen (18) years old, or of the legal age of majority in the applicable jurisdiction, and possess the legal authority, right and freedom to enter into this Agreement and to form a binding contract, for yourself or on behalf of the person or entity committed by you to this Agreement.
- 3.2 You represent and warrant to us that: (a) you are at least eighteen (18) years of age, or of the legal age of majority in the applicable jurisdiction, and possess the legal authority, right and freedom to enter into this Agreement and to form a binding contract, for yourself or on behalf of the person or entity committed by you to this Agreement; (b) you have not previously been suspended from using the Services; and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations.
- 3.3 You represent and warrant that you hold all necessary and valid certificates, insurance and licenses to perform any activities you offer via the Services.
- 3.4 Company reserves the right to refuse to offer the Services to any person or entity, and to change its eligibility criteria at any time.

#### **4. Limited License**

- 4.1 Company grants you a personal, worldwide, revocable, non-sublicensable, non-assignable and non-exclusive license to access and use the Services (the "License"), subject to this Agreement. This License is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Company, in the manner permitted by the terms of this Agreement.
- 4.2 The License is freely revocable and terminable by Company at any time, without cause and in the sole discretion of Company. Upon revocation or termination of the License, you shall, and hereby agree to, if requested by Company, delete or destroy any materials (electronic or otherwise) owned by Company that are related to the Services and remain in your possession or control, and acknowledge that after such revocation or termination Company may deny your access to the Services in its sole discretion.

#### **5. Our Content and Related Rights**

- 5.1 You agree that all rights, title, and interest in and to Our Content, are and will remain the exclusive property of Company and any applicable licensors of Company. All such rights to Our Content are reserved.
- 5.2 Except to the extent necessary to allow reasonable use of the Services as intended under this Agreement, you must not copy, reproduce, republish, disassemble, decompile, reverse engineer, adapt, alter, edit, re-position, rebrand, change, distribute, lend, sell, sub-license or rent any part of Our Content unless we provide you with our prior express written consent to do so.
- 5.3 We reserve the right to make updates (additions, removals, and/or changes) to the features, functionality, and/or Content of the Services at any time, for any reason, and without explanation.

#### **6. Fees**

- 6.1 The fees charged, if any, for using the Services (“Fees”) shall be determined by Company in its sole discretion and Company reserves the right to change the Fees at any time.
- 6.2 To the extent permitted by applicable law (and unless specified otherwise in writing by Company), all Fees are exclusive of all taxes, levies or duties imposed by tax authorities (“Taxes”).
- 6.3 You accept and understand that you shall be responsible for the payment of all applicable Taxes relating to the use of the Services, or to any sales made by you in relation to the Services.
- 6.4 If, at any point, it is determined that Company is obligated to collect or pay Taxes relating to the sales made by you, Company may add such Taxes to the payment of any outstanding Fees, regardless of whether such Taxes were previously added to earlier transactions or collected from you for earlier transactions.
- 6.5 If, at any time, we record a decline, chargeback or other rejection of a charge of any Fees payable by you, you agree and understand that this shall be considered a breach of your payment obligations hereunder, and we reserve the right to automatically terminate or disable your use of the Services.
- 6.6 To the maximum extent permitted by applicable law, all Fees and Taxes payable under this Agreement are non-refundable.

## **7. Our Relationship to Users**

- 7.1 Nothing in this Agreement shall be deemed to constitute or create a partnership, agency or employment relationship, as a matter of fact, between you, any other User or third-party and Company.

## **8. User Conduct**

- 8.1 You understand and accept that we have no control over User Content and do not in any way guarantee its quality, accuracy, or integrity.
- 8.2 You must provide accurate and complete information when registering to use the Services.
- 8.3 You understand and accept that we are not responsible for the monitoring or filtering of any User Content.
- 8.4 Should any User Content be found illegal, we reserve the right to submit all necessary information to relevant authorities.
- 8.5 You must, at all times, ensure that you have any and all necessary and valid certificates, insurance policies and licenses to perform the activities you offer via the Services. We reserve the right to request a copy of, or to inspect, any such documentation at any time. If the you fail to meet such a request, or have insufficient documentation, Company shall have the right to immediately terminate your account, if applicable, and your right to use the Services, without further notice.
- 8.6 If any User Content is determined by the Company to be, or reported to Company as being, offensive, defamatory or inappropriate, we reserve the right to request that the User retract or otherwise modify the questionable content within 24 hours of being notified by Company. If the User fails to meet such a request, Company shall have full authority to restrict the User’s ability to save and/or share Content. Company shall also have the right

to immediately terminate the User's account, if applicable, and User's right to use the Services, without further notice to the User.

- 8.7 Without limiting the foregoing, Company shall have the right to remove, in its sole discretion, any User Content that violates this Agreement or is otherwise objectionable.
- 8.8 You shall be responsible for complying with all federal and state laws applicable to Your Content, including, without limitation, copyright and trademark laws.
- 8.9 You agree not to use the Services to do any of the following:
  - 1) Upload, post, or otherwise transmit any Content, that:
    - a. Violates any national, local, state, federal, or international laws, including without limitation, those specific laws applicable to you in any of your geographical locations;
    - b. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
    - c. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable;
    - d. Links directly or indirectly to any materials to which you do not have a right to link;
    - e. Contains any Personal Data of any other User or third party, including, without limitation, addresses, phone numbers, email addresses, and credit card numbers, without the express permission of said User or third party;
    - f. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or extract information from the Services;
    - g. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
    - h. In the sole judgment of Company is objectionable or restricts or inhibits any other person from using or enjoying the Services, or which may expose Company, or other Users, to any harm or liability of any type.
  - 2) Use our Content to:
    - a. Develop a competing website, or other software or web service;
    - b. Create compilations or derivative works as defined under United States copyright laws;
  - 3) Decompile, disassemble, or reverse engineer the Site, or any other element of the Services.
  - 4) Redistribute Our Content in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism.
  - 5) Use the Services in any manner that violates this Agreement or any local, state, federal, or international laws.

## **9. Ownership, Copyrights and Licenses**

- 9.1 When you upload or otherwise save Your Content to the Services, you agree that Company shall, at that moment, be granted a non-exclusive, irrevocable, royalty-free, worldwide license to use, reuse, edit, modify, publish, display, store, transmit, import, advertise, reproduce and distribute such content for any purpose, including but not limited to, meeting any

technical or other requirements we may have, and providing you or other Users or third parties any services associated with the Services.

- 9.2 You agree that we may use your feedback, suggestions, enhancement requests, feature requests, recommendations, corrections and/or ideas (hereinafter referred to as "Feedback") in any way, including, but not limited to, in future modifications of the Services, in other products or services, in advertising and in marketing materials. You agree to grant Company a nonexclusive, irrevocable, royalty-free, worldwide license to use, incorporate, edit, modify, publicly display, advertise, reproduce and distribute such Feedback for any purpose, including producing derivative works, or incorporating it into other works. Company will hold this license indefinitely.
- 9.3 You also agree that you do not have any claim to any intellectual property or derivative work produced by Company that is based in any part or in any way on any Feedback you may give or offer to us at any time. You further acknowledge that, by accepting your Feedback, Company does not waive any rights to use similar or related Feedback previously known to us, or developed by our employees, or obtained from sources other than you.
- 9.4 Company shall hold all irrevocable licenses described in this Agreement indefinitely.
- 9.5 You represent and warrant that:
- (a) You own all the rights in and to all Your Content or otherwise have, and will continue to have, the full power, title, licenses, consents and authority in and to Your Content, to the extent necessary to permit both you and us to lawfully access, use, reuse, edit, modify, publish, display, store, transmit, import, advertise, reproduce, distribute or license Your Content;
  - (b) You have, and will continue to have, the full power, title, licenses, consents and authority to allow Company to access any external websites, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using Your Content;
  - (c) Your Content is, and will continue to be: (i) true, current and accurate, and (ii) non-infringing upon any third-party rights;
  - (d) It shall not, in any manner whatsoever, be unlawful for (i) you to access, use, reuse, edit, modify, publish, display, store, transmit, import, advertise, reproduce or distribute Your Content in the country in which you reside, or (ii) Company to access, import, copy, upload, use or possess Your Content in connection with the Services.
  - (e) You have obtained all necessary permissions, consents and licenses required under all applicable laws to publish, post, upload or transmit any Personal Data of third parties, any Content owned by third parties, and/or any image or likeness of any person, entity or property as part of Your Content, and you will adhere to all laws applicable thereto.

## **10. Unlawful Activity**

- 10.1 We reserve the right to investigate complaints or reported violations of this Agreement and take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your Personal Data.

10.2 You accept and understand that Company, to the maximum extent permitted by applicable law, is not under an obligation to investigate complaints or reported violations of this Agreement.

## **11. Disputes Between You and Customers or Third Parties**

11.1 You agree that all disputes between you and any Customer or other third party, shall be resolved or settled between you and such Customer or other third party directly, and not with Company.

11.2 You understand and accept that Customers and/or other third parties are solely responsible for their interactions with you, and consequently, any and all claims, injuries, illnesses, damages, liabilities, and costs suffered by you (“Claims”).

11.3 To the maximum extent permitted by applicable law, you hereby release Company from any and all such Claims.

## **12. Termination of Use**

12.1 Your right to use the Services may be terminated at any time by you or us.

12.2 Your rights under these this Agreement will terminate without our notice if you fail to comply with any term or condition of this Agreement.

12.3 You understand and accept that certain provisions of this Agreement, including but not limited to, Section 9 (Ownership, Copyrights and Licenses), Section 12 (Termination of Use), Section 13 (Disclaimers), Section 14 (Limitation of Liability), Section 15 (Choice of Law), Section 16 (Indemnification) and Section 17 (Severability and Survival), will survive the termination of this Agreement.

## **13. Disclaimers**

13.1 *Errors, Corrections and Updates:* We do not represent or otherwise warrant that: (a) the Services will be error-free, free of viruses or other harmful components, or that we will correct any errors; and (b) the information available on or through the Services will be correct, accurate, timely, or otherwise reliable.

13.2 *Third-Party Services Disclaimer:* You understand and accept that:

(a) all Third-Party Services are NOT provided, owned, controlled or maintained, in any manner whatsoever, by Company;

(b) we have not and do not endorse, guarantee, warrant, or recommend, in any manner whatsoever, the accuracy, relevance, timeliness, or completeness of Third-Party Services;

(c) YOUR ACCESS TO THIRD-PARTY SERVICES IS DONE AT YOUR SOLE RISK.

13.3 *Content Disclaimer:* You understand and accept that:

(a) We are not responsible or liable, in any manner whatsoever, for the accuracy, timeliness, completeness, usefulness, correctness, currency, and up-to-dateness of any Content;

(b) Content may be changed without notice and such changes are not guaranteed to be accurate, timely, complete, correct, current, or up-to-date;

(c) we are under no obligation to update, in any manner whatsoever, any Content;

- (d) we do not represent, warrant or guarantee that any prices or other amounts displayed within the Services are correct;
- (e) We are not responsible or liable, in any manner whatsoever, for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable Content added to the Services by Users;
- (f) ANY RELIANCE ON, OR EVALUATION OF, THE ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS OR CORRECTNESS OF THE CONTENT IS DONE AT YOUR SOLE RISK.

13.4 *General Disclaimer:* You understand and accept that:

- (a) We are not responsible or liable, in any manner whatsoever, for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications;
- (b) We are not responsible or liable, in any manner whatsoever, for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet, or any combination thereof, including injury or damage to Users' or to any third-party's computer, mobile phone, or other hardware or software related to or resulting from using or accessing the Services;
- (c) THE CONTENT AND SERVICES ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE);
- (d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE SERVICES;
- (e) WE DO NOT GAURANTEE OR PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES
- (f) WE DO NOT REPRESENT THAT THE SERVICES ARE RELIABLE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- (g) WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOUR ACCESS OR USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGE TO YOUR MOBILE DEVICE OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT;

## **14. Limitation of Liability**

14.1 We will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way, directly or indirectly, from (a) any errors in or omissions in the Content or Services, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of the Services, (d) your access to or use of the Services or Content, (e) the Content contained on the Services, or (f) any delay or failure in performance of the Services beyond our control.

14.2 IN NO EVENT SHALL COMPANY OR ITS DIRECTORS, OWNERS, EMPLOYEES, MANAGERS OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, CONSEQUENTIAL,



EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES, AND CONTENT ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICES, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO USE THE SERVICES PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY.

- 14.3 THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL NOT APPLY TO ANY PERSONAL INJURY OR DEATH CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY IN VIOLATION OF THIS AGREEMENT OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED BY THIS AGREEMENT.

## **15. Choice of Law and Jurisdiction**

- 15.1 This Agreement will be treated as if it were executed and performed in Washington State, and will be governed by and construed in accordance with the laws of Washington State without regard to conflict of law provisions.
- 15.2 You further agree to submit to the personal jurisdiction of courts in Washington State.

## **16. Indemnification**

- 16.1 You agree to fully indemnify, defend, and hold harmless, us and our partners, agents, managers, owners, directors, employees, subcontractors, successors, affiliates, assigns, third party suppliers of information, software, services, and documents, free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Services.
- 16.2 No party to this Agreement shall be entitled to any form of implied or equitable indemnification at any time, whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by each of the parties.

## **17. Severability and Survival**

- 17.1 You agree that if any clauses in these Terms of Service are found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and/or interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 17.2 Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision, nor of the right to enforce such provision.

17.3 To the extent permitted by applicable law, our rights under this section will survive any termination of this Agreement.

## **18. Entire Agreement**

18.1 Except as otherwise noted, this Agreement, as currently amended, constitutes the entire and only Agreement between you and Company and supersedes all other Agreements, representations, warranties, and understandings with respect to the Services and the subject matter contained herein.

## **19. Changes to this Agreement**

19.1 We reserve the right, at our discretion, to change this Agreement on a going-forward basis at any time. Please check the terms of this Agreement periodically for changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make reasonable efforts to notify you of such change, such as a notification through a pop-up or banner within the Services or through other similar mechanisms.

19.2 If the amended terms materially modify your rights or obligations, we reserve the right to require you to provide consent by accepting the amended Agreement. If we require your acceptance of the amended Agreement, changes are effective only after your acceptance.

19.3 If you do not accept the amended Agreement, we reserve the right to terminate your access to and use of the Services. All other changes are effective upon publication of the amended Agreement. Disputes arising under amended Agreement will be resolved in accordance with the version of the Agreement that was in effect at the time the dispute arose.