

## TERMS AND CONDITIONS OF USE

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### **1. DESCRIPTION OF SITE; MINIMUM AGE REQUIREMENT.**

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**2. MODIFICATIONS TO TERMS.** You agree that from time to time we may, at our sole discretion, modify, add or remove any or all parts of these Terms and the Privacy Policy. We will provide notice to you of any material changes in the Terms by posting notice to the Site. Your continued use of the Site 30 days after our notice to you of a change in the Terms means that you have agreed to the amended Terms. It is critical that you keep your email contact information correct and updated with the Site at all times. In addition, we encourage you to check back regularly to review these Terms at least once every 30 days.

**3. MODIFICATIONS TO SITE.** We reserve the right from time to time to temporarily or permanently modify or discontinue, and restrict or block access to, the Site (or any part thereof) without notice.

**4. PROHIBITED CONDUCT; LIQUIDATED DAMAGES.** You agree not to do, or attempt to do, any of the following, subject to applicable law:

- a. access or use the Site in any way that violates or is not in full compliance with any applicable local, state, national or international law, regulation, or statute (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
- b. access, tamper with, or use services or areas of the Site that you are not authorized to access;

- c. alter information on or obtained from the Site;
- d. use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data or gather or use information, such as email addresses, available from the Site or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";
- e. frame any part of the Site, or link to the Site, or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose except as expressly permitted in writing by adcbarbados.com;
- f. impersonate or misrepresent your affiliation with any person or entity;
- g. reverse engineer any aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site (except as otherwise expressly permitted by law);
- h. send to or otherwise impact us or the Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Site or any recipient; or
- i. take any action which might impose a significant burden (as determined by us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Site.

**5. PROTECTION OF SITE CONTENT.** Our Site is protected by intellectual property laws and you agree to respect them. adcbarbados.com grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights adcbarbados.com has in the content on the Site, to privately display and perform the Site on your computer for your own personal, noncommercial purposes. adcbarbados.com reserves all other rights in the content on the Site, on its own behalf and the behalf of its licensors, and adcbarbados.com does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to you under these Terms. Except as expressly stated in this paragraph, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any content on the Site without prior written consent from adcbarbados.com.

**6. PRIVACY POLICY.** Please see our Privacy Policy. Our Privacy Policy is part of and incorporated into these Terms.

**7. TERMINATION OR CANCELLATION.** You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate these Terms, your access to the Site, or suspend or block your access to the Site. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records. You will still be liable for any breaches of these Terms and/or obligations incurred before the Terms end. If you use the Site after termination of these Terms, that use will constitute your agreement to the Terms then posted on the Site. The provisions entitled "Prohibited Conduct; Liquidated Damages," "Termination or Cancellation," "Indemnification," "Disclaimer of Warranties," "Exclusion of Damages; Limitation of Liability," "Copyright Infringement," "Additional Terms," the Notices regarding the availability of filtering software, 'No Harvesting or Dictionary Attacks Allowed', trademarks, and copyright ownership, and the Privacy Policy will survive termination of these Terms.

**8. DEALINGS WITH MERCHANTS; LINKS.** The Site may contain advertisements, offers, or other links to other websites and resources

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**9. INDEMNIFICATION.** As a condition of your access to and use of the Site, you agree to hold adcbarbados.com, and her affiliates, employees, agents, attorneys, and suppliers, and each of their respective successors and assigns, harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the Site and the content therein; (ii) your violation of these Terms (including terms incorporated into them, e.g., the Privacy Policy), and any applicable law or the rights of another person or party; (iii) any dispute you have or claim to have with one or more users of the Site; (iv) adcbarbados.com resolution (if any) of any dispute you have or claim to have with one or more users of the Site; and (v) any disclosures made with your permission (including, without limitation, your consent that adcbarbados.com disclose your personal information and other information collected as set forth in our Privacy Policy). Furthermore, you fully understand and agree that: (a) adcbarbados.com will have the right but not the obligation to resolve disputes between users relating to the Site and adcbarbados.com resolution of a particular dispute does not create an obligation to resolve any other dispute; and (b) adcbarbados.com resolution of a dispute will be final with respect to the Site.

**10. DISCLAIMER OF WARRANTIES.** Since operation and functionality of the Site depend on factors such as the type of hardware, software, or network you are using, there is a possibility that the Site may not work on your computer, be interrupted or have errors in its operation, or may interfere or even harm the operation of your computer; adcbarbados.com does not warrant the successful operation of the Site on your computer, and we are not liable for any such problems that result from your use of the Site. MOREOVER, THE SITE MAY CONTAIN ADVICE, OPINIONS, INSTRUCTIONS AND STATEMENTS FROM ADCBARBADOS.COM AND OTHER CONTENT AND INFORMATION PROVIDERS. THIS CONTENT IS INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY. YOU USE THE SITE AND CONTENT AT YOUR OWN RISK. WE STRONGLY URGE YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE CONTENT. THE SITE IS PROVIDED BY ADCBARBADOS.COM ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADCBARBADOS.COM MAKES NO REPRESENTATIONS, WARRANTIES OR

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**11. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER ADCBARBADOS.COM, NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND SUPPLIERS, NOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU

OF ADCBARBADOS.COM AND HER AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, AND SUPPLIERS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

**12. CUSTOMER SUPPORT.** You acknowledge that we have no obligation to provide you with customer support of any kind.

**13. NOTICES AND CONTACT INFORMATION.** Except as otherwise provided in these Terms, adcbarbados.com will give you any notices by posting them on the Site. Since notice of any material change to the Terms will be posted to the Site for at least 30 days, we encourage you to visit the Site at least that often. You agree to check the Site for notices, and that you will be considered to have received a notice when it is made available to you by posting on the Site. adcbarbados.com may provide notice to any e-mail or other address that you provide. You agree to keep your address current and that notice provided by adcbarbados.com to the address that you have most recently provided will constitute effective notice. We receive many emails and not all of our employees are trained to deal with every kind of communication. Therefore, you agree to send us any notice by mailing it to our address for Legal Notices which is: (Insert Address)

**14. ADDITIONAL TERMS.**

- a. Agreement to Conduct Transactions Electronically. You agree that all of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.
- b. Compliance with Laws. You are responsible for compliance with applicable local laws, keeping in mind that access to the Site by certain persons or in certain countries may not be legal.
- c. No Agency; No Third Party Beneficiary. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. Neither of us intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms.
- d. Severance. If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible.
- e. No Assignment. These Terms (including terms incorporated into them, e.g., the Privacy Policy) are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of adcbarbados.com. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of adcbarbados.com will be null and void. adcbarbados.com shall have the right to transfer, assign and/or delegate these Terms to one or more third parties without your permission.
- f. Jurisdiction; Choice of Law; Export Limitations. This Site is controlled by us from our offices within Barbados. If you choose to access this Site from locations outside Barbados, you do so at your own risk and you are responsible for compliance with

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- g. Limitations on Actions. Any action concerning any dispute you may have with respect to this Site must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.
- h. Paragraph Headings. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect.
- i. Entire Agreement. These Terms (including terms incorporated into them, e.g., the Privacy Policy) comprise the entire agreement (the "**Entire Agreement**") between you and adcbarbados.com with respect to the use of the Site and supersedes all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.
- j. No Waiver. The failure of adcbarbados.com to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or adcbarbados.com right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.

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