

# Pin Traveler Terms of Use

Updated: April 8, 2023

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Pin Traveler LLC. (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the <https://pintraveler.net> website as well the “Pin Traveler” mobile application available in Android and iOS format as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Platform”). You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. The materials contained in the Platform are protected by applicable copyright and trademark law.

Accepting these Terms creates an important legal agreement between you and PIN TRAVELER with legal consequences. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING OR ACCESSING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

## 1. PLATFORM OWNER

- 1.1. The Platform is owned by Pin Traveler, LLC., a private company established at 1401 Pennsylvania Ave STE 105 Box 1748, Wilmington, DE 19806 USA.  
Company contact data is as follows:  
E-mail: [hello@pintraveler.net](mailto:hello@pintraveler.net)
- 1.2. As owner of the Platform, we reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice and otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

## 2. SPECIAL NOTICE FOR INTERNATIONAL USE AND EXPORT CONTROLS

- 2.1. As stated above, Pin Traveler is founded in and performs its business in and according to the laws of the State of Texas, USA. Accordingly, recognizing the global nature of the Internet, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable to their use of the Platform and Pin Traveler services, including as it concerns online conduct and acceptable content.
- 2.2. Any software made available in connection with the products and services provided by Pin Traveler to members and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Platform or otherwise exported or re-exported in violation of U.S. export laws.

## 3. PLATFORM REGISTRATION

- 3.1. You may not use the Platform and may not accept the Terms if (a) you are not of legal age or otherwise not legally competent to form a binding contract with Pin Traveler, or (b) you are a person barred from using the Platform under the applicable laws of the United States of America or other countries including the country in which you are resident or from which you use the Platform. Specifically, **the Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform. And by registering you represent and warrant that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and you are not listed on any U.S. government list of prohibited or restricted parties.**
- 3.2. If you are using the Platform on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).
- 3.3. In order to access the services provided in the Platform you are required to provide certain information (such as username, email, etc.) as part of the registration process for the Platform. Any registration information you give to Pin Traveler shall always be accurate and up to date and you shall be responsible for informing us promptly of any updates thereof.
- 3.4. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name,

or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

- 3.5. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.
- 3.6. Hereinafter, any person who is registered to the Platform shall be referred to as “Member”. Any person who visits the Platform without registration shall be referred to as “User”.
- 3.7. Member credentials (such as passwords, keys, and Member IDs or usernames) are intended to be used by you and identify you. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other Members from using your credentials.
- 3.8. As a result of your Platform registration, we may send you certain notifications or communications in connection with your use of the Platform (e.g., in order to verify user identity). These notifications and/or communications may be sent to the e-mail registered to the Platform.
- 3.9. Pin Traveler provides a Platform which enables the Members to load, store and share travel information, photographs, location, and other data related to their past, current and future travels categorized as individual location “Pins”. Pins will include location information (for example “London”) as well as any other travel information and/or photograph you associate with such Pin. As part of the functionality of the Platform, you may choose to share your account or map-based travel information which may include photographs if you have added them, with other Members of the Platform.
- 3.10. The Platform gives you the option to deactivate your Member account. Deactivating your account will stop all services you receive on the Platform. However, all the data you have uploaded to the Platform, including e-mail, travel information, photographs, etc. will be kept intact. After deactivation, you will automatically signed out from all your sessions and you will not be able to sign in again to your account until you reactivate it again during sign in.
- 3.11. The Platform gives you the option to delete your account. Deleting your account will stop all services you receive on the Platform, permanently delete all the data you have uploaded to the Platform, including e-mail, travel information, photographs, etc. and profile information. However, please be aware that due to your interactions with other Members on the Platform, some information, like messages you sent to other Members and comments you have added to their photographs, may still be visible after you delete your account. Once you delete your account, there is no going back. Please be certain. We will be sorry to lose you.

## 4. PLATFORM PRIVACY AND COOKIES POLICY

- 4.1. We care about data privacy and security. The use of this Platform and any of its forms, and registered services, requires the acceptance of the processing of User (or Member) data, with Pin Traveler being the data controller, for purposes that include: the provision of the Platform and the service to Members, the collection of access data of Members, and the delivery of commercial communications by electronic means in certain cases to Members. For more information, and data protection rights of Members, please review our Platform privacy policy at [https://pintraveler.net/privacy\\_policy](https://pintraveler.net/privacy_policy).
- 4.2. Our website uses first and third-party cookies for several purposes including user analytics. Please read our website cookies policy carefully to find out how cookies are used, configured, and rejected. Our cookies policy is available at <https://pintraveler.net/cookies>.
- 4.3. By using the Platform, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that unless otherwise stated, the Platform and all its contents are hosted in servers located in the United States of America. If you access the Platform from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States of America, then through your continued use of the Platform, you are transferring your data to the United States of America, and you agree to have your data transferred to and processed in the United States of America.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, Platform designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.
- 5.2. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## 6. CONFIDENTIALITY

- 6.1. Our communications to you and our Platform may contain Pin Traveler confidential information. Pin Traveler confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Pin Traveler's prior written consent.
- 6.2. Pin Traveler confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Pin Traveler confidential information only when compelled to do so by law if you provide us reasonable prior notice unless a court of applicable jurisdiction orders that we not receive notice.

## 7. USE LICENSE ISSUED TO MEMBER BY PIN TRAVELER

- 7.1. Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.
- 7.2. This is the grant of a license, not a transfer of title, and under this license you may **NOT**:
  - 7.2.1. modify or copy the materials;
  - 7.2.2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - 7.2.3. Attempt to decompile or reverse engineer any software contained on the Pin Traveler Platform;
  - 7.2.4. remove any copyright or other proprietary notations from the materials; or
  - 7.2.5. transfer the materials to another person or "mirror" the materials on any other server.
- 7.3. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Pin Traveler at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.
- 7.4. We may include software for use in connection with our services. If such software is accompanied by an end user license agreement (hereinafter "EULA"), the terms of

the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use. ANY SOFTWARE AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ACCEPT ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF ANY SOFTWARE. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

## 8. MEMBER GENERATED CONTRIBUTIONS

- 8.1. The Platform may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, **suggestions, reviews** or personal information or other material (collectively, "Contributions") through various channels. Contributions may be viewable by other users of the Platform. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary.
- 8.2. If you provide feedback or suggestions about our Platform or any services, then we (and those we allow) may use such information without obligation to you.
- 8.3. We may provide you areas on the Platform to leave reviews or ratings. When posting a review, you must comply with these Terms of Use and any Prohibitions thereof. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews. Although we have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate; we may accept, reject, or remove reviews in our sole discretion.
- 8.4. When you create or make available any Contributions, you thereby represent and warrant that:
  - 8.4.1. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other

- Users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms of Use.
- 8.4.2. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
  - 8.4.3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms of Use.
  - 8.4.4. Your Contributions do not violate the privacy or publicity rights of any third party.
  - 8.4.5. Your Contributions do not violate any applicable law, regulation, or rule.
  - 8.4.6. Your Contributions are not false, inaccurate, or misleading.
  - 8.5. As part of the functionality of the Platform, you may choose to share your Contributions and other personal data with Other Members. Activating the share feature on your account will enable sharing your travel information including all or particular location information with other Members. Please be advised that when you share your account and map-based information, all your data related to the account and/or map, including any photographs you may have added to the map shall be shared with other Members. You may choose to block access of individual members to your data. You are also able to choose whether or not to share such information or to stop sharing when you wish.

## 9. ACCEPTABLE USE AND CONDUCT POLICY

- 9.1. Moreover, you hereby expressly agree and warrant that any Contribution shall not violate the rights of any third-party individuals and in particular shall not violate the following terms and principles ("**Prohibitions**").
- 9.2. With regard to Contributions, you hereby warrant that you shall comply with the following **Prohibitions**:
  - 9.2.1. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, junk mail, mass mailings, contests, sweepstakes or any other forms of solicitation.
  - 9.2.2. Your Contributions are not obscene, lewd, lascivious, pornographic, filthy, violent, harassing, tortious, bullying, libelous, slanderous, defamatory, or otherwise objectionable (as determined by us).
  - 9.2.3. Your Contributions do not ridicule, mock, disparage, intimidate, bully or abuse anyone.

- 9.2.4. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people and poses or creates no privacy or security risk to any person;
- 9.2.5. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- 9.2.6. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- 9.2.7. Your Contributions do not include any offensive, hateful or discriminatory comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 9.2.8. You will not access the Platform through automated or non-human means or use machine-generated user identities, whether through a bot, script or otherwise.
- 9.2.9. You will not use the Platform for any illegal or unauthorized purpose; and
- 9.2.10. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- 9.2.11. You will not decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
- 9.2.12. Except as may be the result of standard search engine or Internet browser usage; use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
- 9.2.13. You will not interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform.
- 9.2.14. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
- 9.2.15. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- 9.2.16. You will not use any Member personal data shared with you by such member in any manner inconsistent with the consent of the sharing Member and in any way which may be deemed illegal under any applicable law.
- 9.2.17. You will not use the Contributions made by other Members of the Platform in any obscene, lewd, lascivious, pornographic, filthy, violent, harassing, tortious, bullying, libelous, slanderous, defamatory, or otherwise objectionable (as determined by us) manner and you shall not use such Contributions made available by other Members of the Platform to ridicule, mock, disparage, intimidate, bully or abuse them or other Members.
- 9.2.18. For the avoidance of doubt, you may not use any personal information provided by another Member and accessible by you for any purpose without the express consent of the relevant Member.



- 9.3. You hereby also agree as part of the **Prohibitions**, to not use the Platform to create an application or upload and/or transmit (or attempt to upload or to transmit) any content that;
- 9.3.1. you do not have a right to upload under any law or under contractual or fiduciary relationships;
  - 9.3.2. 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;
  - 9.3.3. in the sole judgment of Pin Traveler, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose Pin Traveler or its Users to any harm or liability of any type; or
  - 9.3.4. harvest or collect email addresses; physical addresses, or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; or
  - 9.3.5. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; or
  - 9.3.6. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
  - 9.3.7. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Platform.
  - 9.3.8. attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
  - 9.3.9. viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
  - 9.3.10. any material that acts as a passive or active information collection or transmission mechanism.
- 9.4. Any use of the Platform in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Platform.
- 9.5. Pin Traveler reserves the right to investigate and take appropriate legal action against anyone who, at Pin Traveler's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account and application(s) of such violators and reporting you to the law enforcement authorities.

## 10. CONTRIBUTION LICENSE ISSUED TO PIN TRAVELER BY MEMBER

- 10.1. By posting your Contributions to any part of the Platform or making Contributions accessible to the Platform or Pin Traveler through various channels including but not limited to e-mail, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. For the avoidance of doubt, Pin Traveler hereby declares that this license is intended for Contributions provided by Member for the purpose of promoting the Platform and that it shall not use or otherwise share or distribute the photographs stored by Members in their account as part of the functionality of the Platform outside the consent of the Member.
- 10.2. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that no moral rights have otherwise been asserted in your Contributions.
- 10.3. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
- 10.4. We have the right, in our sole and absolute discretion;
- 10.4.1. to edit, redact, or otherwise change any Contributions;
- 10.4.2. to re-categorize any Contributions to place them in more appropriate locations on the Platform; and
- 10.4.3. to pre-screen or delete any Contributions at any time and for any reason, without notice.
- 10.5. We have no obligation to monitor your Contributions.

## 11. FEES AND PAYMENT

- 11.1. You may be required to purchase a membership or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Platform. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Platform. Sales tax will be added to the price of purchases as deemed required by us. All payments are determined by Pin Traveler in U.S. dollars; however, the third party service providers used for the collections of payment may charge the Member in the local currency applicable to the Member.
- 11.2. You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.
- 11.3. Pin Traveler may use third-party service providers to collect payment from you (such as Play Store, App Store, Paypal, Stripe, etc.) to collect payment from you. Use of such third-party payment platforms are subject to separate terms and conditions and shall necessitate your acceptance of their data privacy policies. Pin Traveler is not responsible for the actions of such third-party service providers.
- 11.4. We reserve the right to change prices of our products our services at any time. We also reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Platform. For recurring payments you consent to via a service provider, please be advised that the third party payment service providers may charge you with our updated prices without further notice to you.
- 11.5. Pin Traveler, at its sole discretion, may offer a limited time free trial to new Members who register with the Platform or existing members of the Platform for use of new or existing services which is usually subject to a fee. In such cases the Member's account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial period.
- 11.6. Please be advised that the "Lifetime Subscription" offered on the Platform is limited to the lifetime of the application and there shall be no refund made to the Member in case of liquidation of Pin Traveler and/or the permanent discontinuation of the services of Pin Traveler for any reason.
- 11.7. You can cancel your subscription to any paid service at any time through your third party payment service provider.

## 12. DISCLAIMER

- 12.1. Pin Traveler does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Platform or otherwise relating to such materials or on any Platforms linked to this Platform.
- 12.2. Although we perform regular routine backups of data, you as Member or User are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
- 12.3. The materials appearing on Pin Traveler's Platform could include technical, typographical, or photographic errors including descriptions, pricing, availability, and various other information. Pin Traveler does not warrant that any of the materials on its Platform are accurate, complete or current. Although Pin Traveler may make changes to the materials contained on its Platform at any time without notice; Pin Traveler does not make any commitment to update said materials however we reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.
- 12.4. Pin Traveler has not reviewed all of the websites linked to or from its Platform and is not responsible for the contents of any such linked Platform. The inclusion of any link does not imply endorsement by Pin Traveler of the third-party site. Use of any such linked site is at the user's own risk. We also allow advertisers to display their advertisements and other information in certain areas of the Platform, such as sidebar advertisements, banner advertisements or other applicable forms of mobile application advertisements. We simply provide the space to place such advertisements, and we have no other relationship with such advertisers. If you decide to leave the Platform and access third-party websites or to use or install any third-party content, you do so at your own risk, and you should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform. We take no responsibility whatsoever in relation to any purchases you make through third-party websites and such purchases are exclusively between you and the applicable third party.
- 12.5. Users and Members of Pin Traveler Platform may make Contributions to the Platform from time to time, Pin Traveler has no obligation to monitor such Contributions and does not provide any warranty with regard to your use of such Contributions. Responsibility for Contributions belong solely to the relevant contributor you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding use of such Contributions.

12.6. We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

12.7. TO SUMMARIZE, PIN TRAVELER PLATFORM IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF THE PIN TRAVELER IS AT YOUR OWN RISK. PIN TRAVELER MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PIN TRAVELER AND ITS SUPPLIERS AND RESELLERS HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS, WITH REGARD TO THE PIN TRAVELER PLATFORM, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS. USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

12.8. PIN TRAVELER (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DOES NOT WARRANT THAT THE PIN TRAVELER PLATFORM IS ACCURATE, RELIABLE, OR CORRECT; THAT THE PIN TRAVELER PLATFORM WILL MEET MEMBER'S REQUIREMENTS; THAT THE PIN TRAVELER PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE PIN TRAVELER PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PIN TRAVELER PLATFORM ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

12.9. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE

RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 13. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 13.1. TO THE EXTENT PERMITTED BY LAW, WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR 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 US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.
- 13.3. IN ALL CASES, PIN TRAVELER AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## 14. MODIFICATIONS TO TERMS OF USE

- 14.1. Pin Traveler may revise these Terms of Use for its Platform at any time without notice. By using this Platform, you are agreeing to be bound by the then current version of these terms of service.
- 14.2. Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.
- 14.3. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made

aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms of Use are posted.

## 15. GOVERNING LAW AND SETTLEMENT OF DISPUTES

15.1. These terms and conditions are governed by and construed in accordance with the local, state and federal laws of Dallas, Texas, USA and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location, without prejudice to the right of consumers to submit to the court of their domicile (if applicable).

## 16. TERMINATION

16.1. These Terms of Use shall remain in full force and effect while you use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

16.2. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, Pin Traveler has adopted a policy of terminating, in appropriate circumstances and at Pin Traveler’s sole discretion, users who are deemed to be repeat infringers of copyright. Pin Traveler may also at its sole discretion limit access to the Platform and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 17. GENERAL PROVISIONS

17.1. This Terms of Use was contracted in the English language. If Pin Traveler provides a translation of the Terms of Use, it does so for your convenience only and the English Terms of Use shall solely govern the relationship between Pin Traveler and

Members and Users. Accordingly, if there is a discrepancy between the English language version and other translations of these Terms of Use, the English version shall prevail.

- 17.2. The Terms of Use do not create any third-party beneficiary rights or any agency, partnership, or joint venture between Pin Traveler and its Members or Users.
- 17.3. Nothing in the Terms of Use will limit either party's ability to seek injunctive relief.
- 17.4. If you do not comply with the Terms of Use and Pin Traveler does not take action right away, this does not mean that Pin Traveler is giving up any rights that it may have (such as taking action in the future).
- 17.5. If it turns out that a particular provision contained in this Terms of Use or any annexes thereof is determined to be unlawful, void, or otherwise unenforceable, such provision or part of the provision is deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- 17.6. These Terms of Use operate to the fullest extent permissible by law and represent the entire agreement between you and Pin Traveler relating to its subject and supersede any prior or contemporaneous agreements on the subject matter.
- 17.7. Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and/or through notification on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.
- 17.8. We, as Pin Traveler may assign any or all of our rights and obligations to others at any time.
- 17.9. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.
- 17.10. The Platform was developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.