



I. Terms of Use

These Terms of Use apply to the use of the US1 Travel website located at <https://us1travel.com/> operated by US1 Travel.com, Inc., Santa Monica, California (“US1”) and all other US1 websites of the US1 group entities that post a link to these Terms of Use (together the “Websites”).

By accessing or using the Websites, you expressly agree to the Terms of Use without any further declaration being required. If you do not agree to these Terms of Use, please do not use the website.

US1 reserves the right to change, modify, add or remove portions of these Terms of Use at any time and without prior notice, upon its sole discretion. Please check these Terms of Use from time to time for any modifications. Your continued use of the website will mean that you have accepted and agreed to the changes.

1. Content and Scope of Use

1.1 All content accessible on the website, including text, graphics, images, photographs, trademarks, logos, videos, user interfaces, visual interfaces applications, programs, computer code and other information (collectively, the "Content"), including but not limited to the design, layout, “look insight” and arrangement of such Content, is owned by US1 or its licensors and is protected by copyright, trademark and other intellectual property and unfair competition laws.

1.2 You may solely for private, educational, personal, scientific, or research purposes access, browse, view, display, search, download and print the Content.

1.3 You may not

- remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,
- update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content
- re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail) nor post it on their personal or public websites or on public networks,
- systematically download any Content, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the website,
- directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity’s internet website,

- use the website to publish, distribute or advertise any promotional material or other forms of solicitation to other users or any other services facilitation of any activities that are prohibited by law.

2. User accounts

2.1 You must ensure that the information you are asked to provide on registration is accurate. In particular, you must not enter details of others and are obliged to update your personal information without undue delay in the event of any change.

2.2 Your access details (email address and password or user name and password) are intended only for use by you personally. You are not authorized to share these access details with others or otherwise disclose them. If you learn of any actual or suspected unauthorized use of your access details, you shall be under an obligation to notify US1 promptly. If you are responsible for such misuse of your access details, you shall be liable for all consequences of use by a third party. Your liability ends only if and when you have notified US1 of the unauthorized use or loss of your access details and changed your password, if necessary.

2.3 US1 reserves the right to refuse registrations on a case-by-case basis without stating reasons. Moreover, US1 remains entitled at any time to disable access details temporarily or permanently in cases of violation of these terms and conditions of use (in particular if false information was provided on registration and/or access details, in particular passwords, were disclosed to others without authorization) and/or terminate your access with immediate effect or within a period to be determined at US1's discretion and/or to terminate the agreement on use by extraordinary termination without notice. The same shall apply in cases of misuse or damage or if the functionality of the offering is impaired. If this is the case, you shall not be entitled to re-register without US1's express prior consent. US1 expressly reserves the right to make claims for damages.

3. Users' Submissions

3.1 You may upload to or otherwise distribute on the Websites in user-submit areas only, (i) content that is not subject to any copyright or other proprietary rights protection or (ii) content in which the author has given express authorization for distribution on the World Wide Web ("Third Party Content"), (collectively "Submission"). Any Third Party Content should contain a phrase such as "Copyright, owned by [name of owner]; used by permission."

3.2 US1 nor its affiliates are responsible for the Submissions, their accuracy or compliance with applicable laws. You, neither US1, nor its affiliates, nor any of its officers, directors, employees, agents, providers, merchants, sponsors, licensors, or the like, will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such submission. By sending the Submissions to any user-submit areas, you automatically grant or warrant that the owner of such Third Party Content has expressly granted US1 the royalty-free, perpetual, irrevocable,

nonexclusive right and license to use, reproduce, publish, translate, sublicense, copy, and distribute the Submissions in whole or in part worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed.

3.3 Upon request from US1, you agree to defend, indemnify, and hold harmless US1, its affiliates, officers, directors, employees, agents, providers, merchants, sponsors, licensors, and the like from all claims, liabilities, and expenses (including without limitation attorney's fees) that arise from your use or misuse of the site, including without limitation your posting of Third Party Content.

3.4 Any conduct by you that in US1's sole discretion restricts or inhibits any other user from using the Websites will not be permitted. You agree to use the Websites only for lawful purposes. You are prohibited from posting on or transmitting through the Websites any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

3.5 US1 reserves the right to remove any Submissions that it deems in its sole discretion to be a violation of any law or of these Terms of Use.

3.6 US1 may terminate or suspend your access to all or part of the Websites, without notice, for any conduct that US1, in its sole discretion, believes is in violation of any applicable law or these Terms of Use, or is harmful to the interests of another user, a third party provider, a merchant, a sponsor, a licensor or a service provider, or US1.

4. Representations, Warranties, Indemnification

4.1 The availability of the Websites at all times is not guaranteed. In particular, the Websites may be temporarily unavailable for maintenance or technical reasons without this giving rise to any claims against US1.

To the extent permitted by applicable law, US1 provides the content "as is" and makes no other representation or warranty. US1 expressly disclaims any liability for any claim arising from or out of the content, including but not limited to any errors, inaccuracies, omissions, or defects contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose.

4.2 To the extent permitted under applicable law, no responsibility is assumed for any injury and/or damage to persons, animals or property as a matter of product liability, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, products or procedures contained in the Websites.

4.3 TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL US1 OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY

OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE OR ITS CONTENT, PRODUCTS OR SERVICES.

4.4 US1 does not claim ownership, endorse or take responsibility for any third-party products, information, guidelines, materials or services that may be offered, advertised, provided or displayed on the Websites or incorporated in the Content, products or services contained on, accessible from or distributed through the Websites.

5. Miscellaneous

All disputes or matters relating to your use of the website shall be governed, interpreted and determined in accordance with the laws of the United States of America and shall be decided exclusively by the courts of or having jurisdiction for Santa Monica, California, as far as legally permissible.

II. Privacy statement

1. General information

a) Scope

This privacy statement is to inform you about our processing your personal data when using our website US1 Portal (us1travel.com / us1travel.com/auth / us1travel.com/portal). In case you are referred to another website, e.g. download.us1travel.com when accessing content, this will be apparent from the address bar in your browser. This privacy statement does apply to such other websites unless noted. In such a case please review the privacy statement on the other website.

b) Controller

US1 Travel.com, Inc.
Santa Monica, CA 90403

2. Purpose of collecting and using data

Collecting your data serves to provide you with user-friendly, efficient and secure internet services. We use the collected and processed personal data in order to provide those users who are interested with information. Furthermore, we generally process the data with the goal of improving our service and ensuring its security. No personal data is processed: we process the data anonymously or using pseudonyms. Whenever you complete transactions using our website, e.g. opening a user account and / or purchasing a reservation, further data processing processes may take place, of which you will of course be separately informed.

3. The form and scope of collecting and processing personal data

a) Inventory data

In case of a registered user, name and e-mail address will be collected and stored upon registration. In case of institutions and companies that are our contractual partners, personal data of their employees that are entitled to use our content will be collected only if they create an individual user account as a registered user. The authentication of a user is done by using their IP address or based on logging into their user account or retrieving a code that was agreed on with the contractual partner. An individual user account will be associated with the institutional contractual partner using the IP address upon the first log-in.

If you wish to receive a newsletter we need to save and use your e-mail address. We will then send electronic messages at appropriate intervals to the e-mail address you gave us, which may also contain topic-specific advertisements along with editorial information on our products and services. However, you can unsubscribe at any time.

b) Traffic data

As a general rule, you may access our website without having to provide any personal data. If the authentication as a user entitled to access content is done by using the IP address (see section 3.a above), it is not necessary to log into a user account.

Nevertheless, we will create a so-called utilization profile by using a pseudonym if you visit our website as a registered or unregistered user. This implies that data will be collected and stored anonymously for marketing and optimization purposes. This data includes information on the website from which you were referred to our offer, information on your internet service provider and the contents you viewed on our website, as well as the date and length of your visit. On the basis of this already pseudonymous data a utilization profile will be created, along with a corresponding pseudonym. For this purpose, cookies may be used (see section 5 below). Authentication and tracking logs will be used to compile user statistics. This data will not contain any personally identifiable information.

4. Transmission of data to third parties

We only transmit personal data to a third party to the extent necessary to fulfill our contractual relationship (if at all), if we are bound by law or if it should be necessary in order to implement our general terms and conditions of business or any other agreements concluded with you, or in order to enforce our rights and claims.

In case of institutional contractual partners we will transmit utilization data in aggregated form from is apparent in what manner and to what extent our content is used by the users associated with that institution or company. In such a report we will not transmit any data that can be associated to individual users.

Provided your personal data is transmitted for other purposes we will ask for your approval in each individual case. If you do not approve we will of course not transmit the data.

5. Cookies, etc.

We use so-called cookies or other instruments to analyze the usage of our website. Cookies are small files which are stored on your hard drive and which provide us with specific information. This information above all includes the IP address, your browser type, the URL click stream (the chronological order of our web pages you visited), the date and the time of your visit to our website as well as the cookie number.

Firstly, using cookies and similar instruments makes it possible to recognize you whenever you as a user access our web pages again after the expiration of a session. Cookies also allow us to ideally adapt our products and services to your individual needs. Lastly, we use cookies to statistically record how often our web pages are viewed as well as the general navigation in order to create encoded usage profiles (see above).

1. Azimuth Agency Automation (Azimuth)

This website uses Azimuth Agency Automation, a web analytics service (“Azi”). Azi also uses cookies and tracking pixels. Azi will use this information on our behalf to analyse your use of the website and to compile reports on website activities. In particular, the following information will be stored: Metadata about pages viewed including type, title, keywords, URL.

Please remember that Azi does not try and identify you personally, nor does it identify what pages you have personally been viewing recently. We do not share your data with other sites, or take data from other sites or pages you have looked at.

6. Google Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. The IP address will be truncated before transmission. On our behalf Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet activity in connection with the use of the website. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser; however

please note that if you do this you may not be able to use the full functionality of this website. In addition to that you may prevent the collection of the information generated by the cookie about your use of the website (including you IP address) and the processing of this data by Google if you download and install the browser plug-in available at the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>

7. Social Plugins

1. Facebook Social Plugins

US1 uses so-called social plugins ("plugins") of the social networking site facebook.com provided by Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA ("Facebook"). The plugins can be identified by one of Facebook's logos (white "f" on blue tile or a "thumbs-up"-sign) or by the additional text "Facebook Social Plugin". The list of Facebook Social Plugins and their appearance can be accessed via: <http://developers.facebook.com/plugins>.

If a user visits one of the websites using such a plugin, the user's browser directly connects to Facebook's servers. The plugin and its content are made available directly on Facebook's servers and included in the website by the user's browser. For this reason, the provider of the website cannot influence which data Facebook connects via the plugin and thus informs the user according to his own knowledge.

Due to the integration of the plugin Facebook collects the information that a user is visiting the corresponding website. If the user is logged in on Facebook at the moment he or she visits the website, Facebook may be able to connect the visit on the website to the user's Facebook account. If the user interacts with the plugin – for example if he or she presses the like button or comments on something – the user's browser transmits this information to Facebook. Facebook stores this information. If a user is not a member of Facebook, Facebook may collect and store the user's IP-address. Facebook states that it only collects anonymized IP-addresses in Germany.

The reason for and scope of the data acquisition and information about the way in which the data is processed and used by Facebook, as well as the user's rights in this respect and settings options for protecting the users privacy can be found under: <http://www.facebook.com/policy.php>.

If the user is a member of Facebook and does not wish Facebook to collect personal data via this homepage and to link this with his data stored on Facebook, the user needs to log off from Facebook before going to this homepage.

The user may also block Facebook's plugins using add-ons for the user's browser, for example the "Facebook Blocker".

1. LinkedIn Recommend-Button

US1 uses so-called social plugins ("plugins") of the social network linkedin.com LinkedIn Corporation, 2029 Stierlin Court, Mountain View, CA 94043, USA ("LinkedIn"). The plugins are marked using the LinkedIn-logo or the text "Share".

If a user visits one of the websites using such a plugin, the user's browser directly connects to LinkedIn's servers. For this reason, the provider of the website cannot influence which data Facebook connects via the plugin and thus informs the user according to his own knowledge.

Due to the integration of the plugin LinkedIn gathers the user's IP-address. If the user is logged in on LinkedIn, he can link articles or a website of this homepage to his LinkedIn-profile. In this case, Twitter can connect the visit on the website to the user's LinkedIn account

The reason for and scope of the data acquisition and information about the way in which the data is processed and used by Google, as well as the user's rights in this respect and settings options for protecting the users privacy can be found in LinkedIn's privacy statement under: http://www.linkedin.com/static?key=privacy_policy&trk=hb_ft_priv

1. Twitter

US1 Travel.com uses the twitter-button. The button is provided by Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA. ("Twitter") The buttons are marked using the text "Twitter" or "Follow" and a stylized blue bird. The button enables the user to share an article or a website of this homepage on Twitter or to follow the provider on Twitter.

If a user visits one of the websites using such a button, the user's browser directly connects to Twitter's servers. The Twitter-button and its content are loaded directly from Twitter's servers and included in the website by the user's browser. For this reason, the provider of the website cannot influence which data Twitter connects via the button and thus informs the user according to his own knowledge. According to the provider's knowledge, Twitter collects the user IP-address and the website's URL when the button is loaded from Twitter's servers. However, this data is only be used for loading and displaying the Twitter-button.

Further information can be found in Twitter's privacy statement under: <https://twitter.com/privacy>.

8. Security

We employ technical and organizational security measures to guarantee that your data is protected from loss, incorrect modifications and unauthorized third-party access. To the greatest extent possible, we ensure that only authorized persons have access to your personal data and only insofar as it is necessary in the scope of the above-mentioned purposes.

9. Your rights

a) Information, correction, deletion, blocking

Provided you send us a request in writing (including telefax or e-mail), we will inform you about which personal data we have stored at any time. You may at any time demand that we block or delete your user account data and accordingly your personal data. Only data we

need in order to process open tasks or to enforce our rights are exempt from deletion, as well as data we are required to store by law.

Should you like to contact us regarding the above or have any other questions regarding our privacy policy, please contact us via the e-mail address ops@us1travel.com.

b) Opting out

You may at any time object to the collection and storage of your data for the creation of pseudonymous utilization profiles .

You can also object to the processing of your data for the purpose of advertisement or opinion research and market research. Please direct your objection at the address mentioned in section 1 above.

III. Disclaimer

US1 cannot take responsibility for information found on third party websites outside its control. While we attempt to provide links only to third-party websites that comply with all applicable laws and regulations and our standards, please understand that the content on these third-party websites is subject to change without notice to US1 . We therefore cannot be responsible for, and accept no liability for, any information or opinion contained in any third-party website. As soon as we get notice of infringements on those websites we will remove the respective link.

We use cookies to improve your experience with our site.