



## Terms and Conditions

Welcome to Carnival Connect!

These terms and conditions outline the rules and regulations for the use of Carnival Connect's Website, located at [www.thecarnivalconnect.com](http://www.thecarnivalconnect.com), available by desktop or mobile web, or smartphone application, (the Website)

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this Website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the United States of America. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

By accessing this Website you agree to be bound by these Terms. Your use of the Website is governed by these Terms. We reserve the right to update or modify these Terms at any time without prior notice. For this reason, we encourage you to review the Terms whenever you use or access the Website. If you do not agree to these Terms, please do not use or access the Website.

### Accuracy of Information on the Site

We do our best to ensure that information on the Website is complete, accurate and current. Despite our efforts, however, information on the Website may occasionally be inaccurate, incomplete or out of date. All services, specifications, descriptions and prices of services on the Website are subject to change at any time without notice. We make all reasonable efforts to accurately display our services. We do not warrant the accuracy or completeness of the information, content, or materials provided through the Website.

The inclusion of any services on the Website at a particular time does not imply or warrant that these services will be available at any time. We reserve the right to discontinue any service at any time.

### Cookies

We employ the use of cookies. By accessing The Carnival Connect, you agreed to use cookies in agreement with the Carnival Connect's Privacy Policy.

Most interactive Websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our Website to enable the functionality of certain areas to make it easier for people visiting our Website. Some of our affiliate/advertising partners may also use cookies.

## **License**

Unless otherwise stated, Carnival Connect and/or its licensors own the intellectual property rights for all material on The Carnival Connect. All intellectual property rights are reserved. You may access this from The Carnival Connect for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from The Carnival Connect
- Sell, rent, or sub-license material from The Carnival Connect
- Reproduce, duplicate, or copy material from The Carnival Connect
- Redistribute content from The Carnival Connect

This Agreement shall begin on the date hereof.

## **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Carnival Connect; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our Website, you must inform us by sending an e-mail to Carnival Connect. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or

- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Carnival Connect's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **iFrames**

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

### **Content Liability**

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

### **Removal of links from our Website**

If you find any links on our Website that are offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

### **Prohibited Uses of Site**

You understand and agree not to (i) post, transmit, redistribute, upload, or promote any communications or content that could harm or negatively impact our business, or services; (ii) act in a manner or employ any device that restricts, impairs, interferes or inhibits any other user from using or enjoying the Website, or which impacts the security of the Website, or (iii) employ any device or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation spiders, bots, crawlers, avatars or intelligent agents) to navigate or search the Website, or to copy content from the Website.

### **Registration, Accounts and Passwords**

You are responsible for the personal protection and security of any password or username that you may use to access the Website. You are responsible for all activity conducted on the Website that can be linked or traced back to your username or password. You are obligated to immediately report a lost or stolen password or username to Carnival Connect.

If you believe someone has used your password or account without your authorization, you must notify Carnival Connect immediately. We reserve the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and lawful government requests.

### **Service & Availability**

The services sold through the Website are intended to comply with U.S laws and regulations. If you are a non-U.S based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the U.S.

### **Confirmation of Orders**

While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order. We reserve the right, without prior notice, to refuse service to any customer. We also may require verification of information prior to the acceptance of any order.

### **Resale of Services & Order Acceptance**

The Website sells services to commercial consumers only. You shall not use the Website to purchase services for wholesale, re-sale, or export. In addition, we do not accept orders from any resellers, dealers, exporters, or distributors who may resell the services offered by us. We reserve the right to immediately bar access to the Website and terminate the account of any user who violates this provision.

### **Your Privacy**

We are committed to protecting the privacy of visitors to the Website. Please consult our Privacy Policy for more information.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our Website and the use of this Website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

With respect to our services, there are no warranties, express or implied, which extend beyond the description of the services contained on the Website and on the order confirmation.

Your use of the Website is at your risk. As long as the Website and the information on the Website are provided free of charge, we will not be liable for any damages of any kind arising from the use of the Website, including but not limited to direct, indirect, incidental, punitive and consequential damages, even if we are expressly advised about the possibility of such damages.

### **Indemnification**

You agree to indemnify and hold us, our directors, officers, employees, agents, affiliates and subsidiaries harmless from and against any and all claims, damages, costs and expense, including attorney fees, arising from or related to your use of this Website or breach of these Terms.

### **Jurisdiction**

These Terms shall be construed in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. The waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein. If any provision of these Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect.

### **Dispute Resolution**

Mindful of the high cost of legal dispute, not only in dollars but also in time and energy, both you and Carnival Connect agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out

of or related to any transaction conducted on this Website, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("dispute"), the party asserting the dispute shall first try in good faith to settle such dispute by providing written notice to the other party by registered mail describing the facts and circumstances (including any relevant documentation) of the dispute, and allowing the receiving party 30 days from the date of mailing to respond to the dispute. Notice shall be sent to: Carnival Connect, 3681 S Green Rd, Beachwood, OH 44122.

Unless you indicate otherwise in your notice, Carnival Connect shall respond to your notice using your address in your online profile.

In the event that Carnival Connect is unable to resolve the dispute with you through the Customer Service department referenced above, you and Carnival Connect both agree the parties shall resolve their dispute utilizing binding arbitration under the statutes of Ohio, before one arbitrator to be mutually agreed upon by both parties. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis. You hereby waive your right to a class action lawsuit.

**Contact Information**

If you have any questions/comments about these Terms and Conditions, please contact us via email. Effective Date: 08/01/2019. Last Updated: 08/01/2019.