

Terms of Use

Last Revised on June 11, 2024

AGREEMENT BETWEEN YOU AND HARMONY TRAVEL COLLECTIVE LLC

In the text that follows, the terms “Harmony Travel”, “we”, “us” and “our” refer to Harmony Travel Collective LLC, a Florida limited liability company. The term "you" refers to any person visiting <https://www.harmonytravelcollective.com> (“Website”), booking a reservation on behalf of a minor child on the Website or booking a reservation through our customer service agents.

The Website is provided solely to assist you in gathering travel information, determining the availability of travel and related goods or services, making legitimate reservations, and for no other purposes.

We offer the Website, including all information, tools and services available from the Website to you conditioned upon your acceptance without modification of all terms, conditions, policies and notices stated in this document including our Privacy Policy available by hyperlink (collectively, the “Terms of Use”). Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. By visiting our Website or booking any reservations for travel products or services on this Website, or contacting our call center, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center.

USE OF THE WEBSITE

As a condition of your use of the Website, you warrant that:

- you are at least 18 years of age;
- you possess the legal authority to create a binding legal obligation;
- you will only use the Website to make legitimate reservations for you, for your minor child or for people from who you are legally authorized to act;
- you will inform people on whose behalf you have made reservations of the Terms of Use that apply to the reservations you have made on their behalf.
- all the information supplied by you on this Website is true, accurate, current and complete; and
- if you sign up for an account, you will keep your account information safe and accept responsibility for any use of your account by you and anyone other than you.

We reserve the right at our sole discretion to deny access to the Website and the services we offer at any time for any reason, including but not limited to, for violating these Terms of Use.

PROHIBITED USES

In addition to other prohibitions as set forth in other sections of these Terms of Use, you are prohibited from using the Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false, misleading information or conduct fraudulent activities; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or any related site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website or any related site, other websites, or the Internet. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website or any contact on the Website through which the service is provided, without express written permission by us. We reserve the right to terminate your use of the Website if you incur in any of the behaviors listed in this section. If your booking account shows signs of fraud, we may cancel reservations associated with your account and close your account. If you have conducted fraudulent activity, we reserve the right to take any legal action against you and you may be liable for losses, including litigation costs and damages.

THIRD-PARTY SOFTWARE

Through our Website we may provide you with access to third-party software and tools (“Tools”) over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such Tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which Tools are provided by the relevant third-party provider(s). For example, Google Maps are used through our Website and are governed by the Google Terms of Use and the Google Privacy Policy. We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

THIRD-PARTY LINKS

Certain content, products and services available via our Website may include materials from third parties. Third-party links on this Website may direct you to third-party Websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party Websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

COPYRIGHT NOTICE

All contents of the Website belong to Harmony Travel Collective LLC. All rights reserved. Other logos, product and company names available on or through the Website may be the trademarks of their respective owners. Harmony Travel is not responsible for content on Websites operated by third parties.

DISPUTES

We are committed to excellence in dealing with our customers so we will try to address your concerns in the case any problems arise. You agree to give us the opportunity to resolve any dispute related to the Website, our customer service agents or our products and services (“Claims”) by contacting us by email at sarah@harmonytravelcollective.com or mailing said complaint to Harmony Travel Collective LLC, 3420 Savannahs Trail, Merritt Island, FL 32953. Claims related to an already completed trip should be submitted within 30 days of the trip completion date so that we may investigate them promptly.

RESERVATIONS

Our trips can be reserved through the Website and through our customer service agents and are subject to our Terms and Conditions.

USE OF PERSONAL INFORMATION

Your submission of personal information is governed by our Privacy Policy. You can access our Privacy Policy at the following url: www.harmonytravelcollective.com/privacyolicy

DISCLAIMER OF WARRANTIES

Although we endeavor to provide current, accurate and reliable information on our site, we cannot and do not warrant, promise, guarantee or make any representations regarding the accuracy, security, reliability or any use of the functions, features, operations, Content or information. We cannot and do not warrant your use of our site, or the operation or function of our site, any component, feature, function, capability or offer or any products, software or services, will be uninterrupted or error free, or that defects or malfunctions will be corrected or that the site is free of viruses or other harmful elements.

Your use of our site is solely and fully at your own risk, and you assume full responsibility for all costs and expenses associated with servicing and/or repair in any way connected or arising from attempted, alleged or actual use or access of our site. We make no representations about the suitability, reliability, availability, timeliness and accuracy of the site. OUR SITE AND THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF

ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free. We may remove the Website for indefinite periods of time at any time, or permanently, without notice to you. We shall not be liable to you or to any third-party for any modification, change, suspension or discontinuation of the Website.

The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website is at your own risk.

The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

You expressly agree that your use of, or inability to use, the Website is at your sole risk. Harmony Travel disclaims all warranties and conditions that the Website, its servers and email sent by us is free of harmful components. The information, software, and all products and services delivered to you through the Website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Harmony Travel, our members, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website or any of the service or products procured through the Website, or for any other claim related in any way to your use of the Website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or any content (or product) posted, transmitted, or otherwise made available via the Website or our promotional documentation, even if advised of their possibility.

If despite the limitation above, Harmony Travel or our respective suppliers are found liable for any loss or damage arising from the above causes, then the liability of Harmony Travel and/or our suppliers will in no event exceed in the aggregate the greater of (a) the fees you paid to Harmony Travel in connection with the products and services or (b) One Hundred Dollars (US\$100.00).

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Harmony Travel and our members, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

ERRORS ON OUR WEBSITE

Prices and availability of tours and services are subject to change without notice. Errors will be corrected where discovered and we have the right to refuse or cancel any orders placed for tours and/or services listed at an incorrect price, rebate or refund or other promotional offer or containing any incorrect information or typographical errors. We have the right to refuse or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

SEVERABILITY

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and right to enforce the other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the

date of termination; and/or accordingly may deny you access to our Website (or any part thereof).

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT

These Terms of Use together with our Terms and Conditions constitute the entire agreement and understanding between you and Harmony Travel, and govern your use of the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Failure by us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

MOBILE AND MOBILE APPS

Harmony Travel may offer areas and features which are accessible via a mobile device, like a smartphone. These features and areas may include the ability to upload content, make purchases, determine your location, and other similar activities. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device. If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges. You agree that for the functions or services which are part of your registration with Harmony Travel, we may send communications to your mobile device regarding the functions or services you have registered to be able to use on <https://www.harmonytravelcollective.com>. You also agree that we may collect information related to your mobile device associated with your use of the features and areas which are accessible by your mobile device.

CHANGES TO TERMS OF USE

You can review the most current version of the Terms of Use at any time on this page ([_____](#)). We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our Website. We will indicate the date that the Terms of Use were last updated at the beginning of the document. It is your responsibility to check our Website periodically for changes. Your continued use of our Website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Use should be sent to us at Harmony Travel Collective LLC by email at sarah@harmonytravelcollective.com or by regular mail at: 3420 Savannahs Trail, Merritt Island, FL, 32953.