



Samuel A. Charles Street No. 9
The Bottom | Saba | Dutch Caribbean | PO Box 43
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Website Terms of Use

Version 1.0

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All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

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You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site.

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To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (u.s. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Term and Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You



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understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms.

Copyright Policy.

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to our designated Copyright Agent:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

General



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These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

Governing Law. These Terms and any obligations connected with it are governed by the laws of Bonaire, Sint Eustatius and Saba.

Jurisdiction. The courts of Bonaire, Sint Eustatius and Saba have exclusive jurisdiction to settle any dispute arising out of, or in connection with these Terms.

Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.



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Contact Information

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