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By visiting, viewing, accessing or utilization of any information and/or services created, collected, compiled and/or submitted to the CruiseLegend™ website, you agree to be bound by the terms as mentioned in the disclaimer, terms of use and code of conduct. You understand, agree and acknowledge that these terms constitute a legally binding agreement between you and CruiseLegend™ and that use of this website shall indicate your conclusive acceptance of this agreement. You understand and agree that use of CruiseLegend™ is entirely at your own risk and that our services are provided in the manner presented. Furthermore, you acknowledge that the disclaimer, terms and code of conduct may be altered at any time without prior consent.

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### **Scope of advice**

If you need specific travel advice including choice of cruise line, cruise ship, cruise itinerary, pricing, date of travel, airline, airport or any other segment of your vacation, please seek a professional who is licensed or knowledgeable in that area. CruiseLegend™ solely distributes opinions by authors, reviewers and submitted content. This information is not subjected to any formal peer review. None of the contributors, sponsors, advertisers, moderators of ports, administrators, or anyone else connected with CruiseLegend™ in any way whatsoever can be responsible for the content of any inaccurate, controversial or libelous information or for your use of the information presented on the website. Users acknowledge that advice is subjective and may not be conform the users taste, preference and/or perception of quality issues.

### **Content on CruiseLegend.com**

CruiseLegend works hard to keep all data accurate and up-to-date. Despite great effort errors can always occur. Do not use the data presented on CruiseLegend as a fact, always verify with travel documents and information provided by the cruise lines or travel agencies. Data presented on CruiseLegend may alter, could consist of inaccuracies or be based upon opinion. CruiseLegend recommends all users to always check and verify the data presented. CruiseLegend cannot be held responsible for any damages that may result from the use or interpretation from our website. An example of wrongful data could be departure times of cruise ships. We strongly recommend users to check with the cruise lines and/or ship for correct departure times.

### **Limitation of Liability**

You understand and agree that CruiseLegend™ and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or other types of damages. This shall include, but not be limited to damages of a personal matter and business related damages. Damages for loss of profits, business interruption, business reputation and goodwill, loss of information or other intangible loss shall not be compensated in any way. CruiseLegend™ shall not be liable for any issues arising from the use of, the inability to use the service or information presented or the deletion or corruption of any content on CruiseLegend™. The above limitation shall apply whether or not CruiseLegend™ has been advised of or should have been aware of the possibility of such damages.

### **Jurisdiction**

You explicitly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by CruiseLegend™ to resolve any legal matter arising from this agreement or related to use of CruiseLegend™. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the terms and the remaining terms will continue to be valid.

### **Security**

CruiseLegend™ takes reasonable measures and precautions to protect its users. We can however not guarantee these precautions to be successful at all times. We strongly encourage all users to refrain from submitting personal information they do not wish to share in any form of communication made possible on CruiseLegend™ including, but not limited to private messaging, social-profiles, twitter, forums and/or e-

mailing. CruiseLegend™ strongly recommends not exchanging any information that could jeopardize any security issues.

CruiseLegend™ is not liable for any damages incurred due to actions from hackers or other persons or parties aiming to harm the integrity of CruiseLegend™. CruiseLegend™ reserves the right to notify authorities when any attempt is made to hack, trespass or any other way to jeopardize any security issues. This includes obtaining, altering, collecting and/or distributing, in any way, any data from the users of CruiseLegend™. Spreading viruses, worms, spiders, trojan horses or other mechanisms aimed to harm, destroy, alter, collect and/or damage any aspect relating to the website is prohibited at all times.

### **User Information Collected by CruiseLegend™**

CruiseLegend™ collects and stores information from registered and non-registered users. The website is set up in such a way that user privacy receives specific attention. Measures have been taken to assure that flexibility is given to users concerning what personal data other users can view.

In order to register, CruiseLegend™ requires acceptance of these Terms and Conditions, as well as a valid e-mail address and password to be submitted together with the above mentioned details. This is required to give a user control over their private profile. After creating a profile a user can submit information through various means. The user can theoretically spread any type of personal information which is stored by CruiseLegend™ as a 'message with text' may it be on a blog, twitter, private messaging, live chat or any other means. CruiseLegend™ very strongly encourages users not to submit any type of personal information, even if requested in any way, that could jeopardize, damage or put at risk the integrity of the user at stake. Please note that CruiseLegend will never ask you for financial information such as your social security number or your bank or credit card details. All users are responsible for their own actions concerning the use of CruiseLegend™ at all times. CruiseLegend™ reserves the right to alter or delete any type of content which it considers to be 'controversial' at anytime without prior notification and without user's consent. Users are kindly requested to notify CruiseLegend™ upon finding content of this nature in order for CruiseLegend™ to take appropriate measures.

CruiseLegend™ makes use of cookies in order to allow user's computers to recognize a previous visit to the website and some of the preferences submitted. It will allow users to navigate more efficiently upon returning to the site. Our cookies are non-executable and are simply used to maximize user satisfaction upon visiting our website.

User IP addresses are recognized and stored for statistical purposes and to determine location of a user in order to provide correct advertising.

### **Use of Information by CruiseLegend™**

CruiseLegend™ reserves the right to use the information it collects to make statistical analysis of database content. This can include user details, submitted ratings, comments and other information. Any analysis made concerning user details will respect privacy aspects in mind. Situations could arise when CruiseLegend™ is requested to cooperate by law and provide individual or groupings of user data. In this case CruiseLegend™ will comply with authorities, which might result in giving your personal data to third parties.

CruiseLegend™ can use e-mail addresses provided to send specific notifications and/or newsletters. Users can at any time subscribe or unsubscribe to newsletters upon their own request. A user must be logged into their profile in order to make these changes.

### **Warning about Fraudulent Users**

CruiseLegend™ is a free website for all users. We warn all our users to be aware of the fact that other users whom you directly or indirectly communicate with, may it be through forums, blogs, ratings including comments and/or private messaging, may not be who you perceive them to be. They may have fraudulent

intentions which could possibly lead to personal harm or other types of damages including financial consequences. CruiseLegend™ does not approve of such actions and cannot take any responsibility or be held liable for such actions. CruiseLegend™ will cooperate within its reasonable power in order to make this website fraudulent free. CruiseLegend™ strongly encourages its users to NEVER submit any personal information users do not wish to communicate including but not limited to, address, race, religion and other possibly controversial preferences. Furthermore, users should NEVER submit, even when asked, any banking and/or credit card information, social security number, or any other personal ID numbers as third party users could use them in a fraudulent manner which could negatively harm the user and/or the integrity of this website.

### **Financial Transactions**

CruiseLegend™ is a free web-based platform for all users. Under no circumstances will CruiseLegend™ ask for, request or any other way suggest for any payment for use of this site (with the exception of commercial advertisers whom CruiseLegend™ affiliates with). We strongly recommend not submitting, posting or providing any financial details including credit card data, bank details or any other representation for financial activity at any time.

### **Under 18**

CruiseLegend™ recommends all under-aged users to ask parental permission before making a profile. CruiseLegend™ also advises users under the age of 18 to refrain from taking part in discussions on forums and/or blogs. Any content posted on an under aged user's profile should be reviewed by a parent and/or guardian.

### **User Privacy**

CruiseLegend™ respects the privacy of its users at all times. We strongly encourage all users to familiarize with the privacy terms which can be found on the home page of CruiseLegend™.

### **Transfer and/or Sharing Profile**

CruiseLegend™ does not encourage transfer or sharing of profiles. Due to complicated legal issues CruiseLegend™ is not liable for unrightful users whom have not registered themselves. Any user making use of another account without having been subjected to acceptance of the disclaimer is considered to be an unrightful user. This is also applicable in cases where a profile is created for another person. ALL users acknowledge that the disclaimer, terms of use, privacy statement and code of conduct remain valid at any time when using CruiseLegend™.

### **Terms of Use and Revisions**

You agree and acknowledge that CruiseLegend™ is entitled to modify, improve or discontinue any of its services at its sole discretion and without prior notice even if it may result in users being prevented from accessing any information contained in it. Furthermore, you agree and acknowledge that CruiseLegend™ is entitled to provide services to you through subsidiaries or affiliated entities.

By using any of the CruiseLegend™ information or features, the user agrees to all terms stated in the privacy statement, terms of use, disclaimer and code of conduct. CruiseLegend™ reserves the right to make any changes in its privacy statement, terms of use, disclaimer and/or code of conduct at our sole discretion without prior notice. Changes to our code of conduct, disclaimer, terms of use, privacy statement or any or other legal document concerning CruiseLegend™ become effective on the date they are posted. Your continued use of CruiseLegend™ after any changes to terms will signify your agreement to be bound by them. We strongly advise all users to familiarize and stay up-to-date with the documents at all times. All users acknowledge that acceptance of the disclaimer upon registration will be valid for all current and future visits to the website.

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### **Questions**

If you have any questions and/or remarks concerning the disclaimer, terms of use, privacy policy and/or code of conduct of CruiseLegend™ please feel free to contact us at your discretion. We sincerely hope you enjoy your stay on this website.

**CruiseLegend™ 2013**

*March 4, 2013*