

Terms & conditions

1. INTRODUCTION

(a) This site is owned and operated by Majestic destination with its registered offices at Aletta jacobsstraat 142 . 2037PD Haarlem . Netherlands .KVK 87815176

In these terms and conditions (“**Terms and Conditions**”), "we", "our" or "us" means Majestic destination “You” and “Your” refers to the persons accessing this site (including persons who access this site on the behalf of other persons.

(b) Please read the Terms and Conditions carefully as they apply to your use of the site www.majesticdestination.com (the “Website”). By using the site(s) you agree to be bound by the Terms and Conditions.

(c) We may revise the Terms and Conditions from time to time without any notice to you. By using this Website, you are deemed to have agreed to be bound by the latest version of it.

(d) Your use of some parts or features of the Website may be governed by additional terms and conditions. Where this is the case you will be notified accordingly, and those additional terms and conditions:

1. will apply to your use of such parts or features of the site(s) in addition to these terms and conditions; and
2. will prevail over the Terms and Conditions to the extent of any inconsistency.

2. INTELLECTUAL PROPERTY RIGHTS

(a) You acknowledge that the Content on the site(s) is subject to copyright, trade mark and possibly other intellectual property rights. In these Terms and Conditions, "Content" means anything that you may see, read, hear, upload, download or access on or via the Website (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject-matter on the site(s)).

(b) Unless You are expressly authorised by us, or otherwise by law, You must not do any of the following yourself, or permit or authorise any other person to:

1. sell, reproduce, publish, distribute, communicate to the public (e.g. by making available online or electronically transmitting) modify, display, perform in public, prepare derivative works based on or make an adaptation of, repost or otherwise use any of the Content (or any readily identifiable portion of the Content) in any way without our prior written consent; or

2. otherwise infringe the intellectual property rights of any person in using the Website or any Content.

(c) Nothing You do on or in relation to the Website will transfer any intellectual property rights to You or license to You any intellectual property rights unless this is expressly stated.

(d) You agree that Majestic destination owns the copyright and trade marks in the marketing logo the domain name(s) Majesticdestination.com the advertising tag line(s) appearing in Majestic destination advertisements on the Website.

Majesticdestination.com reserves all rights in relation to Majestic destination OTA Trade Marks. You agree not to use any of the Majestic destination Trade Marks without our prior written consent. All other trade marks appearing on our Website are the property of their respective owners.

3. CONTENT OF THE WEBSITE

(a) We attempt to keep the Content of the Website(s) up to date. However, we do not warrant the accuracy or currency of the Content.

(b) You acknowledge that the Content on the Website(s) is subject to change at any time.

(c) All prices quoted by third party suppliers on the Website(s) are in Eu unless otherwise indicated and should be used as a guide only as they may change from time to time.

(d) Some of the Content on the Website(s), including articles, sponsorships and promotions, constitute paid advertising (Sponsored Content). This means that Majestic destination may have received a payment or other benefit in return for publishing or disseminating the Sponsored Content on the Website(s).

majesticdestination.com does not verify, endorse or otherwise approve Sponsored Content.

(e) The views which are expressed by members of the public who have uploaded Content to the Website(s) are not our views and we accept no liability in respect of any Content posted on the Website(s) by third parties, nor are we responsible for its content or accuracy. Any reliance you place on Content posted on the Website(s) is at your own risk.

4. YOUR USE OF THE WEBSITE

(a) You must not:

1. use the Website(s) without the authority and supervision of a parent or guardian, if you have not reached the age of 18. You warrant that you are over the age of majority under any Applicable Law and possess the legal

capacity to enter into this agreement and to use this Website in accordance with the Terms and Conditions herein. You agree to be financially responsible for all of your use of this Website;

2. disrupt or interfere with the Website(s) or servers or other software, hardware or equipment connected to or via the Website(s);
3. reproduce any Content from our Website(s) without our express written permission, which we may withhold or grant (on terms acceptable to us), in our absolute discretion;
4. violate any Applicable Law relating to your use of the Website(s); or
5. use or disseminate personal data or private information about other users of the Website(s).

(b) In these Terms and Conditions, Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:

1. any law, rule or regulation of any country (or political sub-division of a country);
2. any obligation under any license in any country (or political sub-division of a country); and
3. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

5. LINKS, DOWNLOADS, PLUG-INS, FEATURES AND ADVERTISEMENTS

(a) We have not reviewed all of the downloads, plug-ins, features or advertisements linked to the Website(s) and are not responsible for the content or accuracy of any such off-Website materials, including any websites linked to the Website(s) through advertisements or search engines (collectively, Third Party Material). The linking of our Website(s) to any Third Party Material does not imply that we endorse the linked material, and You use the links at your own risk. We do not accept any responsibility or liability for any claims, losses, costs, expenses or damages of any kind (including legal fees) arising out of your use of these links or of the descriptions or information supplied there.

(b) You agree that you will not misuse any downloadable Content included on the Website(s), including but not limited to, reproducing, adapting, communicating the Content to the public, including the Content on another website or making misleading or false representations about the Content, unless expressly authorized by Majestic destination

(c) Your correspondence or dealings with, or participation in promotions or business of, advertisers on the Website(s) are solely between you and such

advertisers. We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Website(s).

6. INDEMNITY

You agree to indemnify and hold Majestic destination and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim against us arising out of Content You submit, post, transmit or otherwise make available through the Website(s), your use of the Website(s), your connection to the Website(s), your breach of these Terms and Conditions, or your violation of any rights of another, including all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such a claim.

7. REGISTRATION

(a) To become a registered user you must complete your registration details in the manner described on the Website. Registration is free but non-transferable. You agree to provide true, accurate and complete information about yourself as prompted by the registration form.

(b) We reserve the right to terminate your registration at any time at our sole discretion. We will not accept any request to register a user account that we suspect is being made by or on behalf of a user who has been suspended from the Website(s) for breach of these Terms and Conditions or has been suspended as a user/user of another Website for vexatious, illegal or inappropriate comments/contributions.

1. immediately notify us of any unauthorized use of your password or account or any other breach of security; and
2. ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account and notify us when you desire to cancel your account.

(d) We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

8. SECURITY OF INFORMATION

Unfortunately no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly any information which you transmit to us is transmitted at your own risk, however once we receive your transmission, we will take reasonable steps to preserve the security of such information in accordance with applicable laws.

9. DISCLAIMER OF LIABILITY

(a) Your use of the Website(s) is at your own risk. You must not rely on any statement published on or linked to the Website(s) without first making your own enquiries to verify the information.

(b) We exclude all warranties and liability to the fullest extent permissible under any Applicable Law. If a jurisdiction does not allow the exclusion of implied warranties or liability but does allow limitation to a certain maximum extent, then we limit our warranties and liability to that extent.

(c) To the extent permitted by law, all information on or linked to on the Website(s) is provided "as is" and "as available" without any warranty or representation regarding condition, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, safety, quality, freedom from defects or non-infringement.

(d) To the extent permitted by law, we do not accept any responsibility or liability for:

1. any statement in the material on or linked to the Website(s); or
2. any direct, indirect, incidental or consequential loss related to or arising from you are doing, or not doing, anything as a result of using (or being unable to use) the Website(s) and its Content. This includes any claims, losses, costs, expenses or damages of any kind whatsoever (including legal fees) incurred by you or by any third party, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

- (A) the replacement of the goods or the supply of equivalent goods;
- (B) the repair of the goods;
- (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (D) the payment of the cost of having the goods repaired; or

in the case of services:

- (A) the supply of the services again; or
- (B) the payment of the cost of having the services supplied again.

10. MISCELLANEOUS PROVISIONS

(a) If any part of the Terms and Conditions is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect.

(b) The Terms and Conditions, and the use of the Website(s) and any Content thereof, are in all respects governed by the laws of the Netherlands. The Dutch courts shall have non-exclusive jurisdiction to adjudicate any disputes, which may arise as a result. To the fullest extent permitted by law, you agree that Majestic destination reserves the right to bring an action against you in any country it deems appropriate.

You agree that we may in our sole discretion terminate or suspend Your use of the Website and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Website, and (b) destroy any copies You have made of any portion of the Content. Accessing the Website and Content such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that we shall not be liable to You or any third party for any termination or suspension of Your access to the Website and Content.