**GRUMAT GOARCTICA TRAVEL COMPANY TERMS OF USE**

Date of last revision: September 2021

**PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING ANY GRUMAT GOARCTICA TRAVEL COMPANY PLATFORM.**

**If you live in any of the following countries or regions, additional terms may apply to you and are viewable at the bottom of these Terms. We display the country/region within the Terms when applicable. These additional terms override the Terms below to the extent of any inconsistency.**

Argentina, Australia, Brazil, Canada, China (for the purpose of these Terms, excluding Hong Kong, Macao and Taiwan) Colombia, Hong Kong, Japan, Korea, Philippines, all European countries (including specific terms for Austria, Belgium, France, Germany, Hungary, Italy, Poland and Switzerland.

Welcome to the Grumat Goarctica Travel Company community! You are reading these Terms because you are using a Grumat Goarctica Travel Company website, digital experience, social media platform, mobile app, wearable technology, or one of our other products or services, all of which are part of Grumat Goarctica Travel Company’s Platform (“Platform”). You may access the Platform through a computer, mobile phone, tablet, console or other technology, which we refer to here as a “Device”. Your service provider’s normal rates and fees apply to your Device.

**These Terms create a legally binding agreement between you and Grumat Goarctica Travel Company** **and its affiliates (which we may refer to as “Grumat Goarctica Travel Company”, “we”, “us” or “our”) regarding your use of the Platform.** A few important points:

* **Our Terms May Change. Some jurisdictions do not permit unilateral updates or changes to consumer terms, so this paragraph may not apply to you.** We may update these Terms from time to time. If a material change is made, we will post a notice on the Platform or send you a notification. Read through any changes, and if you don’t agree to them, please stop using the Platform. If you continue to use our Platform after we notify you of changes, you will be deemed to have accepted the updated Terms, except to the extent prohibited by applicable law.
* **Terms of Sale.** By making any purchase with us, you also agree to the Terms of Sale that apply in your country or region.
* **Privacy Policy.** Our Privacy Policy describes the collection and use of personal information on the Platform and applies to your use of the Platform.

**1. GROUND RULES**

**Eligibility.** You are only eligible to use the Platform if you are of legal age in your country or if you have consent from your parent or guardian. There may be certain age restrictions for specific Platform services in various countries.]

**Rules for Registration.** When you register for an account with us, the following rules apply:

* **Be True**: Provide accurate and current registration information.
* **Be You:** Keep your registration personal. Do not register for more than one Grumat Goarctica Travel Company account, register a Grumat Goarctica Travel Company account on behalf of someone else, or transfer your account.
* **Be Secure:** Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
* **Be Responsible:** Inform Grumat Goarctica Travel Company immediately of any unauthorised use of your Grumat Goarctica Travel Company account. You are responsible for anything that happens through your Grumat Goarctica Travel Company account – with or without your permission. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, GRUMAT GOARCTICA TRAVEL COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE UNAUTHORISED USE OF YOUR ACCOUNT.

**2. OWNERSHIP OF CONTENT**

Except for User Content (defined below), all of the content on our Platform – including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content ("Content") – is owned by Grumat Goarctica Travel Company or others we license Content from, and is protected by copyright, trademark, patent and other laws. Grumat Goarctica Travel Company reserves all rights not expressly described in these Terms.

* All trademarks, service marks and trade names (e.g. the Grumat Goarctica Travel Company name) are owned, registered and/or licensed by Grumat Goarctica Travel Company. You do not acquire a licence or any ownership rights to any trademarks, service marks, or trade names through your access or use of the Platform or Content.
* You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.
* To the extent Grumat Goarctica Travel Company approves the download or use of Content comprised of copyrights or copyrightable works, Grumat Goarctica Travel Company grants you a limited, personal, non-transferable, non-sublicensable, and revocable licence to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as Grumat Goarctica Travel Company makes such Content generally available to the public. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is intended for personal, non-commercial use. Grumat Goarctica Travel Company reserves the right to monitor your use and to alter or revoke this licence or your access to the Content at any time and for any reason. Grumat Goarctica Travel Company reserves the right to take down any Content in violation of these terms or Grumat Goarctica Travel Company intellectual property rights. Grumat Goarctica Travel Company allowing you this limited use does not constitute a waiver of any of Grumat Goarctica Travel Company’s rights to the Content.
* Outside of the specific usage rights granted to you by Grumat Goarctica Travel Company in connection with the Platform, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, including User Content (unless it is your own User Content that you legally post on the Platform), without Grumat Goarctica Travel Company’s prior written consent. Unauthorised use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.

**3. POSTING CONTENT ON THE PLATFORM**

**User Content Licence.** Some parts of the Platform allow you to post photos, videos, comments, and other content, which we refer to as “User Content”. Grumat Goarctica Travel Company is not responsible for User Content others post to the Platform. User Content is owned by you or whoever created it, but when you post User Content you license it to Grumat Goarctica Travel Company as described below:

* You represent that you have the right to post your User Content, and you grant Grumat Goarctica Travel Company a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide licence to use any of the User Content that you post on or in connection with the Platform, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute and assign these rights. Grumat Goarctica Travel Company may, in its sole discretion, remove any User Content at any time.
* You understand that deleted User Content may persist in Grumat Goarctica Travel Company’s systems and on the Platform to the extent your User Content has been publicly posted or shared with others who have not deleted it, unless you or the relevant individual request deletion or blocking of personal data in accordance with applicable law.

**LICENCE TO USE COMMENTS, FEEDBACK AND IDEAS**. You understand that any comments, feedback or ideas you send us are provided on a non-confidential basis and you grant to Grumat Goarctica Travel Company a perpetual, worldwide licence to use all comments, feedback and ideas you may share with us, without notice, compensation or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

**4. USER CODE OF CONDUCT**

We’re excited to have you contribute to the Grumat Goarctica Travel Company community. Here are a few basic rules:

* **Be Original.** Only post User Content to the Platform if you have all permissions and rights needed to make that User Content available, including from any individuals who appear or are mentioned in your User Content.
* **Be Safe.**
  + Do not do anything that may expose Grumat Goarctica Travel Company or its users to any type of harm, including anything that may disrupt, damage, disable, tamper with, overburden or limit the functionality of the Platform.
  + Do not post User Content that contains software viruses, programmes or other computer code, and do not circumvent or modify any Platform software or security technology.
  + Do not use any data mining, robots, scraping or similar data gathering methods.
  + Unless we indicate otherwise, our Platform is a public place. Do not post personal information to the Platform – yours or anybody else’s.
  + **Be Personal.**
    - Do not post any advertising, solicitation or commercial content on the Platform or accept payment from a third party in exchange for performing commercial activity on the Platform.
    - Do not collect or solicit personal information from other Platform users or send unsolicited messages.
    - Do not use automated technology to interact with the Platform.
    - **Be Appropriate.** Respect the community and do not post User Content, link to a website, or do anything that is illegal, misleading, malicious, harassing, inaccurate, discriminatory or otherwise objectionable or inappropriate or which violates any applicable laws. Grumat Goarctica Travel Company has the right to pre-screen, monitor or remove User Content – but we have no obligation to do so.
    - **Be Yourself.** Do not impersonate any person or organisation, including athletes or Grumat Goarctica Travel Company employees.
* HAVE FUN!

**5. COPYRIGHT INFRINGEMENT**

Please consult your legal adviser before filing a notice with us because there may be penalties for false claims. Grumat Goarctica Travel Company may terminate the accounts of Platform users found to infringe third party copyrights.

If you believe that your work has been improperly copied to the Platform, such that it constitutes infringement, please provide us with the following information:

(1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorised to act on his/her behalf;

(2) a description of the copyrighted work that you claim has been infringed;

(3) a description of where on the Platform the content that you claim is infringing is located;

(4) a written statement that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and

(5) a statement by you, made under penalty of perjury (depending on applicable law), that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Send copyright infringement complaints to Grumat Goarctica Travel Company Contuct Us Section on Website:

**6. PARTNERS ON THE PLATFORM**

From time to time, Grumat Goarctica Travel Company may link to or partner with third-party websites, social media platforms, mobile apps, and other products and services (“Third Parties”). You may be able to connect with these Third Parties through the Platform, but this does not mean Grumat Goarctica Travel Company endorses, monitors or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies. You should carefully review any Third Party’s sites and terms of use and privacy policy. **Grumat Goarctica Travel Company is not responsible for the content, policies or activities of Third Parties and you interact with Third Parties at your own risk.**

**7. IMPORTANT DISCLAIMERS**

**USER INTERACTIONS.** To the extent allowed by applicable law, we are not responsible for your interactions with other users of the Platform or any damage or harm you may experience because of these interactions.

* Be responsible and take precautions when interacting with other users (including users you do not know) on the Platform. Before you meet another person face-to-face, consider investigating, bringing a friend, choosing public locations and letting someone know where you will be. Grumat Goarctica Travel Company is under no obligation to become involved with any user dispute but may do so at its own discretion.

**WARRANTY DISCLAIMER. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions and limitations may not apply to you.**

* The Platform, Content, and the materials and products on this Platform are provided "AS IS”. We aren’t making any promises of any kind, including about the Platform’s accuracy, adequacy, usefulness, reliability or otherwise. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, GRUMAT GOARCTICA TRAVEL COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY USER CONTENT POSTED ON THE PLATFORM.
* Grumat Goarctica Travel Company does not guarantee that the Platform will be uninterrupted or error-free, that any defects will be corrected, or that the Platform is free of viruses or anything else harmful.
* To the fullest extent permitted by law, Grumat Goarctica Travel Company disclaims all warranties, express or implied, regarding the Platform, Content, User Content and any products or services you may obtain or access through the Platform, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
* You are solely responsible for any damage to your Device resulting from accessing the Platform, to the extent applicable law does not provide otherwise.
* We hope you enjoy and get the full benefit of the Platform; however, we do not guarantee any results.

**8. TERMINATION**

Grumat Goarctica Travel Company may terminate or modify any Grumat Goarctica Travel Company Platform, member programme, product or service at any time without notice.

Grumat Goarctica Travel Company may terminate or suspend your account, delete your profile or any of your User Content, and restrict your use of all or any part of the Platform at any time and for any reason, without any liability to Grumat Goarctica Travel Company, subject to applicable law.

* You understand and agree that some of your User Content, particularly that which is displayed in an activity feed or in other public places on the Platform, may continue to appear publicly even after your account is terminated, subject to your right to have your User Content removed upon request in accordance with applicable law.
* These Terms remain in effect even after your account is terminated or you have stopped using the Platform.

**9. INDEMNIFICATION/LIMITATION OF LIABILITY**

We want you to enjoy our Platform, but Grumat Goarctica Travel Company must also protect itself from any damages you may cause.

Indemnification and RELEASE. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions limitations may not apply to you. You agree to indemnify, defend, and hold harmless Grumat Goarctica Travel Company, its affiliates, officers, directors, employees, agents, licensors and suppliers (the “Grumat Goarctica Travel Company Parties”) from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, legal fees, arising from or relating in any way to your User Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms of Use, any law or the rights of any third party. You, for yourself and on behalf of your heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Grumat Goarctica Travel Company Parties from any and all claims or causes of action you may have for damages relating in any way to your use of the Platform.

**LIMITATION OF LIABILITY. Some jurisdictions do not permit certain limitations or exclusions on liabilities, legal warranties and remedies, so these exclusions/limitations may not apply to you.** NONE OF THE GRUMAT GOARCTICA TRAVEL COMPANY PARTIES WILL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH THE PLATFORM OR THE CONDUCT OF OTHER PLATFORM USERS (WHETHER ONLINE OR OFFLINE), OR ATTENDANCE AT A GRUMAT GOARCTICA TRAVEL COMPANY EVENT OR GRUMAT GOARCTICA TRAVEL COMPANY PARTNER EVENTS, OR ANY USER CONTENT OR ANY OTHER ACTIVITY IN CONNECTION WITH THE USE OF THE PLATFORM, EVEN IF GRUMAT GOARCTICA TRAVEL COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM. YOUR ONLY REMEDY AGAINST GRUMAT GOARCTICA TRAVEL COMPANY IN CONNECTION WITH ANY DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM. IF GRUMAT GOARCTICA TRAVEL COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE PLATFORM OR ANY CONTENT, GRUMAT GOARCTICA TRAVEL COMPANY'S LIABILITY SHALL NOT EXCEED GBP100.00 OR EURO 100.00 IF YOU LIVE IN EUROPE.

**10. APP MARKETPLACES:** You acknowledge that this agreement is between you and Grumat Goarctica Travel Company only, and not with the app marketplace where you downloaded a Grumat Goarctica Travel Company app (e.g. for iOS users, the App Store operated by Apple Inc. or for Android users, the Google Play store operated by Google Inc.).

**11. DISPUTES/ADDITIONAL TERMS**

**Choice of Law/Jurisdiction**

* You agree that this Platform is a passive platform solely based in UK, which does not give rise to personal jurisdiction over Grumat Goarctica Travel Company in jurisdictions other than Oregon.
* You agree that the Platform, Terms, Privacy Policy and any dispute between you and Grumat Goarctica Travel Company shall be governed in all respects by UK law, without regard to choice of law provisions, and not by the 1980 UN Convention on Contracts for the International Sale of Goods.
* Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of Grumat Goarctica Travel Company products) shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in UK.
* You consent to waive all defences of “lack of personal jurisdiction” and “inconvenient forum” with respect to venue and jurisdiction in the state and federal courts of UK.
* All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

**Electronic Communications**

* By using the Platform, you agree to receive certain electronic communications from Grumat Goarctica Travel Company, subject to applicable law.
* You agree that any notice, agreement, disclosure or other communication that Grumat Goarctica Travel Company sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**Right to Assign, No Waivers, Severability**

* Grumat Goarctica Travel Company may assign its rights and duties under these Terms to any party at any time without notice to you, unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms.
* Grumat Goarctica Travel Company’s failure to insist upon or enforce strict performance of these Terms is not a waiver of any of these Terms or Grumat Goarctica Travel Company’s rights. Users should always assume these Terms apply.
* If any provision in these Terms is held invalid or unenforceable, the remainder of these Terms shall continue to be enforceable.

Thanks for reading. Please enjoy our community!