

Last updated on January 12, 2024

Agreement To Terms

These terms of use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Vacation Tracker Technologies Inc. (“we,” “us” or “our”), concerning your access to and use of the www.vacationtracker.io website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “site”).

You agree that by accessing the site, you have read, understood, and agree to be bound by all of these terms of use.

If you do not agree with all of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the site from time to time are hereby expressly incorporated herein by reference.

We reserve the right, in our sole discretion, to make changes or modifications to these terms of use at any time and for any reason. We will alert you about any changes by updating the “last updated” date of these terms of use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these terms of use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised terms of use by your continued use of the site after the date such revised terms of use are posted.

The information provided on the site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be

contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the site.

Intellectual Property Rights

Unless otherwise indicated, the site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site (collectively, the “content”) and the trademarks, service marks, and logos contained therein (the “marks”) are owned or controlled by us or licensed to us,

and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The content and the marks are provided on the site “as is” for your information and personal use only. Except as expressly provided in these terms of use, no part of the site and no content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the site, you are granted a limited license to access and use the site and to download or print a copy of any portion of the content to which you have properly gained access solely for your personal, non-commercial use.

We reserve all rights not expressly granted to you in and to the site, the content and the marks.

User Representations

By using the site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these terms of use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the site for any illegal or unauthorized purpose; and (7) your use of the site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the site (or any portion thereof).

User Registration

You may be required to register with the site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Fees And Payment

We accept the following forms of payment:

1. Visa
2. Mastercard
3. American Express

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

We bill you through an online billing account for purchases made via the site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the site.

Free Trial

We offer a 7-day free trial to new users who register with the site. The account will be charged according to the user's chosen subscription at the end of the free trial.

Cancellation

You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. If you are unsatisfied with our services, please email us at hello@vacationtracker.io.

Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Engage in unauthorized framing of or linking to the Site
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
6. Make improper use of our support services or submit false reports of abuse or misconduct.

7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
9. Attempt to impersonate another user or person or use the username of another user.
10. Sell or otherwise transfer your profile.
11. Use any information obtained from the Site in order to harass, abuse, or harm another person.
12. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
14. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site
15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you
16. Delete the copyright or other proprietary rights notice from any Content.
17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
20. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
21. Use the Site in a manner inconsistent with any applicable laws or regulations.

Slack Login

As part of the functionality of the site, you may link your account with online accounts you have with third-party service providers (each such account, a “third-party account”) by either: (1) providing your third-party account login information through the site; or (2) allowing us to access your third-party account, as is permitted under the applicable terms and conditions that govern your use of each third-party account.

You represent and warrant that you are entitled to disclose your third-party account login information to us and/or grant us access to your third-party account, without breach by

you of any of the terms and conditions that govern your use of the applicable third-party account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the third-party account.

By granting us access to any third-party accounts, you understand that: (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your third-party account (the “social network content”) so that it is available on and through the site via your account, including without limitation any friend lists; and (2) we may submit to and receive from your third-party account additional information to the extent you are notified when you link your account with the third-party account.

Depending on the third-party accounts you choose and subject to the privacy settings that you have set in such third-party accounts, personally identifiable information that you post to your third-party accounts may be available on and through your account on the site. In such case, please note that any personally identifiable information will be processed fully in accordance with our privacy policy.

Please note that if a third-party account or associated service becomes unavailable or our access to such third-party account is terminated by the third-party service provider, then social network content may no longer be available on and through the site.

You will have the ability to disable the connection between your account on the site and your third-party accounts at any time.

Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers.

We make no effort to review any social network content for any purpose, including but not limited to accuracy, legality, or non-infringement, and we are not responsible for any social network content.

You acknowledge and agree that we may access your email address book associated with a third-party account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the site.

You can deactivate the connection between the site and your third-party account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was

obtained through such third-party account, except the username and profile picture that become associated with your account.

Principal Service Commitments And System Requirements

Vacation Tracker designs its processes and procedures related to the Vacation Tracker application to meet its objectives for its services. Those objectives are based on the service commitments that Vacation Tracker makes to user entities, the laws and regulations that govern the provision of the Vacation Tracker application services, and the financial, operational, and compliance requirements that Vacation Tracker has established for the services.

The commitments are communicated through standardized contracts and service level agreements. The system requirements are specified in Vacation Tracker's policies and procedures, which are available to all employees.

Vacation Tracker's principal service commitments and system requirements related to the Vacation Tracker application include the following:

Principal Service Commitments and System Requirements		
Trust Services Category	Service Commitments	System Requirements
Security	- System access is granted to authorized personnel only - Protection of data at rest and in transit - Regular security assessments - Identification and remediation of security incidents/events - Regular system updates - Protection of personally identifying information and security of the information system from unauthorized access, use, modification, disclosure, destruction, threats, or hazards - Develop, implement, and maintain an information security program designed to protect the	- Configuration management - Incident handling standards - Change management standards - Vendor management

	security, integrity, and confidentiality of the system and its information • Perform risk assessments for both internal and external threats to the system and its information • Enable timely, reliable, and continuous access to and use of information and systems to support operations	
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Note that these principal service commitments and system requirements are common to the broad base of users of the system and may not fully address the specific service commitments and requirements made to all system users in each individual case.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the site (“submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such submissions, and you hereby warrant that any such submissions are original with you or that you have the right to submit such submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

U.S. Government Rights

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these terms of use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for

technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these terms of use in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.72023. In addition, DFARS 252.2277015 applies to technical data acquired by the DOD.

This U.S. government rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these terms of use.

Site Management

We reserve the right, but not the obligation, to: (1) monitor the site for violations of these terms of use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms of use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the site or otherwise

disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the site in a manner designed to protect our rights and property and to facilitate the proper functioning of the site.

Privacy Policy

We care about data privacy and security. Please review our privacy policy:

www.vacationtracker.io/privacy-policy/

Note that although we are a Canadian company, we recognize the needs of our clients around the world, and thus our privacy policy is drafted in a manner to comply with the EU General Data Protection Regulation (GDPR). Prior to using the site, please review our privacy policy, which is considered incorporated into these terms of use.

Please be advised the site is hosted in the United States. If you access the site from the European Union, Asia, or any other region of the world with laws or other requirements

governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

However, please note that we will take all steps reasonably necessary to ensure that your personal data is lawfully processed and treated securely and fully in accordance with our privacy policy. Additionally, any transfer of your personal data will take place to an organization or a country only if there are adequate controls in place, including the security of your data and other personal information.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the site as quickly as is reasonably practical.

Term And Termination

These terms of use shall remain in full force and effect while you use the site.

Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation.

We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modifications And Interruptions

We reserve the right to change, modify, or remove the contents of the site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our site.

We also reserve the right to modify or discontinue all or part of the site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the site.

We cannot guarantee the site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the site during any downtime or discontinuance of the site.

Nothing in these terms of use will be construed to obligate us to maintain and support the site or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These terms of use and your use of the site are governed by and construed in accordance with the laws of the Province of Quebec (Canada), applicable to

agreements made and to be entirely performed within the Province of Quebec (Canada), without regard to its conflict of law principles.

Dispute Resolution

Any legal action of whatever nature brought by either you or us (collectively, the “parties” and individually, a “party”) shall be commenced or prosecuted in the state and federal courts located in Canada, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these terms of use.

In no event shall any claim, action, or proceeding brought by either party related in any way to the site be commenced more than one (1) year after the cause of action arose.

Corrections

There may be information on the site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the site at any time, without prior notice.

Disclaimer

The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase

of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitations Of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising or \$2,000.00 USD.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the site; (2) breach of these terms of use; (3) any breach of your representations and warranties set forth in these terms of use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the site with whom you connected via the site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will

use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Authorization To Use Name And Logo

You hereby agree to allow Vacation Tracker to use your name and logo for the purpose of including it on our website and for commercial uses such as promotion, advertising, and marketing. Vacation Tracker will not alter your company logo in any way that isn't in line with your trademark, logo or brand usage guidelines.

Electronic Communications, Transactions, And Signatures

Visiting the site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which

require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

California Users And Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: Vacation Tracker Technologies Inc. 4455 Sherbrooke Street West 1st Floor Westmount, Quebec, H3Z 1E7 Canada Email:

hello@vacationtracker.io