

Terms of Use

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Dietrich Getaways maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of the Dietrich Getaways (www.dietrichgetaways.com) (the "Website" or "Site"). If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

A. TERMS APPLICABLE TO ALL USERS

1. Overview

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

If these terms of use are not completely acceptable to you, you must immediately terminate your use of this website.

2. Changes to Terms

Dietrich Getaways may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

3. Jurisdiction

The Website is directed to those individuals and entities located in Canada. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorised to access or use any of the information on this Website. Dietrich Getaways makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside Canada. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

4. Scope of Use and User E-Mail

You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact.

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E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy. You agree not to submit or transmit any e-mails or materials through the Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. Dietrich Getaways shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

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6. Links

For your convenience, we may provide links to various other Websites that may be of interest to you and for your convenience only. However, Dietrich Getaways does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to Dietrich Getaways's website and the products and services Dietrich Getaways offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. Dietrich Getaways reserves the right to terminate any link or linking program at any time. Dietrich Getaways disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

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7. No Unlawful or Prohibited Use

As a condition of your use of the Website, you warrant to Dietrich Getaways that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

8. Spamming

Gathering email addresses from Dietrich Getaways through harvesting or automated means is prohibited. Posting or transmitting unauthorised or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited. Inquiries regarding a commercial relationship with Dietrich Getaways should be directed to info@dietrichgetaways.com.

9. No Warranties

The website, and any content, are provided to you on an "as is," "as available" basis without warranty of any kind whether express, statutory or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, systems integration, accuracy, and non-infringement, all of which Dietrich Getaways expressly

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10. Governing Law, Location and Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the Province of Ontario Canada, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

11. Separate Agreements

You may have other agreements with Dietrich Getaways. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with Dietrich Getaways.

12. Residency

Due to the nature of our business, we may be unable to provide services to non-residents of Canada and the United States.

13. No Professional Advice

The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. You should evaluate all information, opinions and advice available on this website in consultation with your insurance specialist, or with your legal, tax, financial or other advisor, as appropriate.

14. Users Disputes

You are solely responsible for your interactions with other Users. Dietrich Getaways reserves the right, but has no obligation, to monitor disputes between you and other Users.

15. User Submissions And Communications; Public Areas:

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify Dietrich Getaways or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public ("Public Area") or if you submit any business information, idea, concept or invention to Dietrich Getaways by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted Dietrich Getaways a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Dietrich Getaways may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to Dietrich Getaways by email. We try to answer every email in a timely manner, but are not always able to do so.

Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. Dietrich Getaways has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

Dietrich Getaways reserves the right (but is not obligated) to do any or all of the following:

- (a) Record the dialogue in public chat rooms.
- (b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- (c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- (d) Terminate a Member's access to any or all Public Areas and/or the Dietrich Getaways Site upon any breach of these Terms of Use.
- (e) Monitor, edit, or disclose any communication in the Public Areas.
- (f) Edit or delete any communication(s) posted on the Dietrich Getaways Site, regardless of whether such communication(s) violate these standards.

Dietrich Getaways reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. Dietrich Getaways has no liability or responsibility to users of the Dietrich Getaways Website or any other person or entity for performance or non-performance of the aforementioned activities.

16. Arbitration

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Dietrich Getaways confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the provisions, in effect at the time the proceedings begin, of the Commercial Arbitration Act. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in the Province of Ontario.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorisation of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorisation of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

17. Limitation of Liability

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18. Indemnity

You agree to defend, indemnify, and hold Dietrich Getaways, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

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