



WEBSITE TERMS AND CONDITIONS

Effective Date: July 30, 2024

Please read these Terms and Conditions (the "Terms") carefully before using the website located at CharmingTravelsllc.com (the "Website") operated by Charming Travels, LLC ("Company," "we," "us," or "our").

By accessing or using our Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use our Website.

USE OF THE WEBSITE

Our Website is provided for your personal, non-commercial use only. By using our Website, you agree to comply with all applicable laws, rules, and regulations and not to engage in any conduct that is harmful, offensive, or otherwise inappropriate.

INTELLECTUAL PROPERTY

All content, features, and functionality on our Website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, and software, is the property of the Company or its licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, or otherwise use any content on our Website without our prior written consent.

USER SUBMISSIONS

By submitting, posting, or otherwise transmitting any content, comments, or other materials to our Website, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You represent and warrant that you own or have the necessary rights to use, reproduce, and distribute any content you submit to our Website and that such content does not infringe any third-party rights.

THIRD-PARTY LINKS

Our Website may contain links to third-party websites or services that are not owned or controlled by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. By using our Website, you acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

DISCLAIMERS

Our Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. We disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and title. We do not warrant that our Website or its content will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

LIMITATION OF LIABILITY

In no event shall we, our affiliates, licensors, or suppliers be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with your use of or inability to use our Website, even if we have been advised of the possibility of such damages.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its affiliates, licensors, and suppliers, and their respective officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, or

expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of our Website.

TERMINATION

We may terminate or suspend your access to our Website, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms. Upon termination of your access to our Website, your right to use the Website will immediately cease.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the North Carolina/United States, without regard to its conflict of law provisions. Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the courts located in North Carolina/United States, and you hereby consent to the exclusive jurisdiction and venue of such courts.

CHANGES TO THESE TERMS

We may update or modify these Terms from time to time. If we make any material changes to these Terms, we will notify you by posting the revised Terms on our Website or by sending an email to the address you provided when registering on our Website. Your continued use of our Website after the effective date of the revised Terms constitutes your acceptance of the updated Terms.

SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

WAIVER

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

GOVERNING LAW

Unless otherwise specified, any dispute shall be governed by and constructed in accordance with the laws of North Carolina, without reference to conflict of laws principles.

Disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, and applicable authorities in North Carolina.

CONTACT US

If you have any questions or concerns about these Terms or our Website, please contact us at:

Charming Travels, LLC
P.O. Box 1326
Mooresville, NC 28115

Email: info@charmingtravels.com

These Terms and Conditions were last updated on the date indicated above.