

## **Terms and Conditions of Adeo Tours Services and Web Site Use**

**Effective August 1, 2008**

The following agreement ("Agreement") governs your use of the Adeo Tours ("Adeo") web site ([www.adeotours.com](http://www.adeotours.com)), which has been created and made available by Christopher Valentine Production, Inc. (d/b/a Adeo Tours). The use of "we", "us" or "our" in this agreement will refer to Adeo. The use of "Customer," "you" or "your" will refer to the individuals or companies purchasing any Adeo Service (as defined below). Additionally, this Agreement will govern the use of any data contained in an Adeo Service, and any data obtained during any purchase transaction arising from or regarding the Service.

### **1. Acceptance of Terms and Conditions**

This Agreement is between you, the Customer, together with any company or other business entity you are representing, if any (collectively the "Customer") and Adeo Tours ("Adeo"). This Agreement governs access and use of the Adeo web site and of all Adeo's Services, including any Adeo City Tours ("Tours"). All Adeo Customers must read, understand, acknowledge and indicate their acceptance of this Agreement by clicking on the "I Accept" button at the end of this Agreement. If a prospective Customer does not click the "I Accept" button below, then they will not be allowed to purchase any Adeo Service. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT PURCHASE, USE OR ACCESS ADEO SERVICES.**

The Services are offered to Customer conditioned upon Customer's acceptance, without modification, of this Agreement. Customer acknowledges that, from time to time, it may be necessary for Adeo to update or revise certain provisions of this Agreement. By purchasing Adeo Services and accepting this Agreement, Customer agrees and acknowledges that Adeo may change the terms of this Agreement, at its sole discretion, without specific notice to Customer.

### **2. Adeo's Services**

Adeo offers digital audio tours for use by tourists and others desiring to visit particular areas of various cities. The content provided on such Adeo Tours shall consist of informative audio commentary interspersed with music. Adeo agrees to provide for purchase and download, all of the Adeo Tours as listed on the Adeo web site. All Tours, as well as related materials, are provided strictly for your personal, non-commercial use. By using Adeo's Service, you hereby acknowledge and agree that when a purchase is made, you will not permit other, unauthorized individuals to access your User Name and/or password for purposes of attempting or making an unauthorized access to, or copy of, Adeo Tour materials.

### **3. Software License; Copyright and Trademark Notices**

(a) Software License: Adeo, and any of Adeo's contractors and suppliers, if applicable, shall grant to a customer a limited, non-exclusive, non-transferable world-wide license to use any software application included in the Service within the specified guidelines of this Agreement. However, such license shall expire immediately upon Customer's violation of any of the terms and conditions in this Agreement, specifically prohibitions against unauthorized copying or distribution of the Service and/or Tour, materials. Customer may not reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of any Service or Tour, or of any security program ancillary to a Service or Tour, such as digital watermark technology, encryption technology, etc.

(b) Copyright and Trademark Notices: All materials included in the Services offered by Adeo, including but not limited to logos, trademarks, trade names and Tour content, as well as the layout and organization of Adeo's web site, are owned, copyrighted or licensed by Adeo, its affiliates and/or its contractors or suppliers. All rights are hereby reserved and no reproduction, distribution, or transmission of the copyrighted materials of the Service is permitted without the prior express written permission of Adeo. Any rights not expressly granted herein are expressly reserved to Adeo.

The Tours offered for purchase and download are owned by Adeo and are subject to the full protection of applicable U.S. and international copyright and other intellectual property laws. You recognize that your use of any downloaded Tour is governed by the terms and conditions of this Agreement. You are prohibited from approving, promoting or allowing the potential reproduction, modification, performance, transferal, distribution or general use of any Tour materials you have personally downloaded. You hereby consent to notify Adeo Tours as promptly as possible of any unauthorized use(s) you may be aware of at [customerservice@adeotours.com](mailto:customerservice@adeotours.com).

### **4. Rules of Use for Adeo Tours**

The sale of each Tour is subject to the rules established in this Agreement. All individuals and companies who use an Adeo Tour hereby represent and warrant that they will strictly abide by the terms and conditions of this Agreement. Persuading others to engage in any behaviors deemed to be in violation of the Rules of Use or of this Agreement is strictly prohibited and also constitutes a violation of this Agreement.

(a) Adeo Tour Download and Use

A purchased Adeo Tour is a Tour package that can be saved to your hard drive, unzipped and burned to a CD, or can be transferred to a portable audio device for use. It is important to note that any security technology provided with the Tour is unable to be separated from the Tour itself. Adeo strongly encourages Customers to be cautious with the Tour materials to avoid loss, damage or possible destruction of the Tour(s).

(b) Accessibility of Downloads

Adeo strives to ensure that Tours remain accessible to Customers at all times. However, situations may arise in which technical difficulties or unavoidable problems inhibit or delay the delivery of your purchased Tour. If you do not receive your purchased Tour product in the agreed upon number of days (generally within 3 business days after purchase), please contact Adeo Customer Service via email at [customerservice@adeotours.com](mailto:customerservice@adeotours.com). Adeo will do its best to address your situation as promptly as possible.

(c) Adeo Tours Burned to CD

Once you have purchased a Tour, you have the option of burning the Tour onto a CD up to 5 separate times. However, you are strictly prohibited from copying, transferring, or distributing the Tour material to any other person or device, whether for consideration or for free. Your commission of any such prohibited action will in no way diminish or relinquish Adeo's rights with regard to Tour materials.

(d) Adeo Tours on a Portable Device

After purchasing a Tour, you may transfer the material an unlimited number of times to a portable digital media device of your choice. After you have transferred the Tour to such device, however, you are strictly prohibited from copying, transferring, or distributing the Tour material to any other person or device, whether for consideration or for free. Your commission of any such prohibited action will in no way diminish or relinquish Adeo's rights with regard to Tour materials.

(e) Technical Requirements

You understand that use of each Tour will require certain forms of hardware and software in order for each Tour to be played. You will need either, a PC or Mac, to download the tour package, appropriate software to unzip the file once it has been downloaded, as well as some form of portable digital audio device for listening to the Tour itself. It is your responsibility to obtain the necessary hardware and software needed to utilize a Tour package. After the purchasing process is complete and you have received the Tour, Adeo has no responsibility for any lost, damaged, or destroyed Tour products, unless such loss, damage or destruction was solely the fault of Adeo or any of its employees or agents.

## **5. Rules of Use for Adeo Web Site**

All web site users are strictly prohibited from accessing, copying, or emulating any part of the Adeo web site ([www.adeotours.com](http://www.adeotours.com)). Additionally, users are prohibited from recreating or evading the navigational format in efforts to attain (or to attempt to attain) any materials, documents or information through any means not specifically provided by this web site. Adeo hereby reserves the right to restrict any and all of the following types of activity:

(a) Unauthorized Access to the Site

Any form of hacking, password mining, or other illegitimate means of accessing secure portions of the Adeo web site are strictly prohibited. Attempting to gain unlawful access to any other systems or networks affiliated with the site, any Adeo web servers, or any of the Tours offered is also strictly prohibited

(b) Obstruction of the Web Site

You are not permitted to search, examine, or test the susceptibility of the Adeo web site. Any means of infringing upon the security or verification measures of the site will also not be permitted. You may not track the personal information of another user, nor may you trace the information back to its source. Any form of exploitation of the web site, the Tours provided on the web site, or personal information of the users or visitors to this web site is strictly prohibited. Such information includes, but it not limited to, information relating to personal identification.

You will not obstruct the proper working state of the site through means of a device, form of software, or a specific routine. Additionally, these means will not be used to interrupt any transactions conducted on the site or with any individual's use of the site.

You may not forge, alter, or recreate headers and identifiers in efforts to conceal the origin of a message or transmittal sent to Adeo via this web site. In addition to this, you may not impersonate or falsely represent another individual or entity.

(c) Overloading the Web Site

You may not engage in any form of action that will place an excessive or unnecessarily large load on the internal stability of this site.

(d) Legitimate Use of the Site

You will not use this site or its contents for unlawful purposes or in such a way that is in violation of this Agreement. Furthermore, you will not persuade or endorse any form of unauthorized activity or solicit an activity that could potentially infringe upon the rights of Adeo.

**6. Withdrawal of Services or Tours**

Adeo retains the right to discontinue availability of any Tour at any time. Should this scenario arise, the Tour will no longer be available for purchase.

**7. Pricing**

It is the right of Adeo to alter the price of an available Tour at any time.

**8. Taxes**

All final purchase price information will include applicable taxes. No Customer shall be exempt from paying the appropriate sales and use tax.

**9. Appropriateness of Content**

Adeo strives to create Tours and accompanying commentaries that are engaging, educational, and generally appropriate for both adults and children. However, you hereby understand, acknowledge and expressly agree that if you are the parent or legal guardian of any child under the age of 18, you are solely responsible for reviewing each Tour prior to use by any child under the age of 18 to ensure, in your opinion, the age-appropriateness of the Tour commentaries.

**10. Personal Safety**

Adeo strives to give Customers a thorough Tour of some of the most historical and exciting locations within each city. Adeo generally selects well-populated, visitor-friendly areas for each Tour. However, we advise you to always be cautious and aware of your surroundings to ensure your complete safety during the Tours. **YOU HEREBY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ADEO IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY INCIDENTS OF THEFT, CRIMINAL ACTS, OR ACCIDENTS THAT MAY OCCUR TO ADEO CUSTOMERS WHILE LISTENING TO AN ADEO TOUR.**

**11. Privacy**

Adeo values your privacy and will work to ensure that it remains protected. Our Privacy Policy can be viewed at [INSERT LINK TO PRIVACY POLICY].

**12. Disclaimer of Warranties**

**CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT: (A) CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. ADEO AND ITS SUPPLIERS PROVIDE THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE "AS IS" AND WITHOUT ANY WARRANTY**

OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) ADEO AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND/OR (iii) THE QUALITY OF SERVICE, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE ADEO WEB SITE WILL MEET THE CUSTOMER'S EXPECTATIONS; (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE ADEO WEB SITE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS.

**13. LIMITATION OF LIABILITY; LIMITATION OF DAMAGES**

NEITHER ADEO NOR ANY OF ADEO'S CONTRACTORS OR SUPPLIERS, SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF WHETHER ADEO AND/OR IT'S CONTRACTORS OR SUPPLIERS HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NEITHER ADEO NOR ANY OF ADEO'S CONTRACTORS OR SUPPLIERS SHALL BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, SOFTWARE, TECHNOLOGY, RIGHTS OR SERVICES, NOR ANY INTERRUPTION OF OPERATIONS OF BUSINESS, NOR ANY LIABILITY FOR INJURY TO PERSONS OR PROPERTY, BY REASON OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, AND WHETHER UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

NEITHER ADEO NOR ANY OF ADEO'S AFFILIATES, CONTRACTORS OR SUPPLIERS PROVIDING ANY SERVICE HEREUNDER, SHALL BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING: (1) DAMAGE OR LOSS TO CUSTOMER'S COMPUTER, INCLUDING BUT NOT LIMITED TO ALL HARDWARE, SOFTWARE, FILES, DATA AND PERIPHERALS; (2) DAMAGE OR LOSS TO CUSTOMER'S PROPERTY; (3) SOFTWARE INCOMPATIBILITIES RESULTING FROM SOFTWARE PROGRAMS THAT CUSTOMER DOWNLOADS FROM THE INTERNET; (4) DAMAGES ARISING FROM THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY RELATING TO THE ADEO SERVICE; AND (5) DAMAGES ARISING FROM ANY OTHER MATTER RELATING TO THE SERVICE. SOME STATES DO NOT ALLOW ALL OF THE FOREGOING LIMITATION OF LIABILITY, SO NOT ALL OF THE FOREGOING LIMITATION MAY APPLY TO CUSTOMER. IN NO EVENT, HOWEVER, SHALL ADEO'S AGGREGATE LIABILITY TO CUSTOMER AND/OR ANY THIRD PARTY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAYS TO ADEO UNDER THIS AGREEMENT.

Without limiting the foregoing, neither Adeo nor its contractors or suppliers, is responsible for any of Customer's data. Customer is responsible for backing up Customer's data or information whether or not such information is produced through the use of the Service. It is Customer's responsibility to take the necessary steps to ensure that Customer's primary means of business is maintained (if applicable).

**14. Customer Acknowledgement**

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT AND ALL RELATED SITE SCREENS AND WEB PAGES REFERENCED HEREIN AND INCORPORATED INTO THIS AGREEMENT AND THAT CUSTOMER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. By clicking the "I ACCEPT" button at the bottom of this Agreement, and/or by purchasing and using the Adeo Tour Service, Customer agrees to the terms and conditions stated within this Agreement.

**15. Governing Law; Jurisdiction**

This Agreement and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transactions contemplated by it shall be governed by, construed and enforced in accordance with the laws of the State of Texas (excluding Texas' conflict of laws rules which would refer and apply the substantive laws of another jurisdiction). Any suit or proceeding hereunder shall be brought only in Travis County, Texas and each of the parties consents to the sole and exclusive jurisdiction and venue of the state and federal courts located therein. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**16. Severability**

If any term of provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

**17. Entire Agreement**

This Agreement and any attachments hereto, or any additional web screens or web pages expressly incorporated herein, constitute the complete and exclusive statement of the Agreement between the parties with regard to the matters set forth herein, and it supercedes all other agreements, proposals and representations, oral or written, express or implied, with regard thereto.

**18. Survival**

The following sections shall survive the expiration or termination of this Agreement for any reason: Section 13 (Limitation of Liability; Limitation of Damages); Section 15 (Governing Law; Jurisdiction); and Section 18 (Survival).

**19. Headings**

The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.