

# TERMS OF USE AND CONDITIONS

This Terms of Use Agreement (the “Agreement”) constitute a binding agreement between Chameleon Global LLC (“Chameleon,” “we,” or “us”) and you concerning your use of [chameleonx.tours](https://chameleonx.tours) (the “the Site”). By visiting the Site, you accept this Agreement. If you do not wish to be bound by this Agreement, do not use the Site or any engine affiliated with our site.

## 1. License to Use the Site

Chameleon Global LLC grants you a limited, non-exclusive license to access and view content on the Site for your own personal use, or commercial use if under contract with Chameleon Global. This license is personal to you and may not be assigned or sublicensed to anyone else without our written permission. Except as expressly permitted by Chameleon Global LLC in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Site and our booking engine. Nor will you take any measures to interfere with or damage the Site. It is also expressly forbidden to use the Chameleon Global logo without written permission. All rights not expressly granted by Chameleon Global LLC are reserved.

## 2. Privacy

Chameleon Global LLC believes in protecting your privacy. Please refer to our privacy policy found at the bottom of the page <https://chameleonx.tours>.

## 3. Submissions

You may submit inquiries or feedback to Chameleon Global LLC through the email addresses listed on the Site. Do not submit information that would be considered proprietary and confidential. Chameleon Global LLC is not required to review any submission of content. To the extent you submit any ideas or feedback to Chameleon Global LLC, you grant Chameleon Global LLC a perpetual, worldwide, royalty-free right and license to use such content for any purpose.

## 4. Representations and Warranties; Indemnification

You represent and warrant that you have the right and authority to enter into this Agreement and that by doing so, you will not violate any law or breach any obligation to any third party. You will indemnify, defend, and hold harmless Chameleon Global LLC and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the Site; and (ii) assert a violation by you of any term of this Agreement.

## **5. Disclaimers and Limitations on Liability**

Chameleon Global LLC reserves the right to modify the Site. You are responsible for providing your own access to the Site and valid and accurate information once we have granted an initial access. Chameleon Global LLC provides the Site on an “as is” and “as available” basis. You therefore use the Site at your own risk. Chameleon Global LLC expressly disclaims any and all representations or warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the fullest extent permitted by law, Chameleon Global LLC shall not be liable, with respect to any claim arising out of or relating to the Site or this Agreement, for (i) any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) an amount exceeding USD \$100. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Site or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Site within one year from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

## **6. Forward-Looking Statements**

Information on the Site may include “forward looking statements” which are based on management’s belief as well as on a number of assumptions concerning future events made by and information currently available to management. You are cautioned not to put undue reliance on such forward-looking statements. These statements are not a guarantee of performance and are subject to a number of uncertainties and other factors, many of which are outside of Chameleon Global LLC’s control, that could cause actual results to differ materially from such statements. Chameleon Global LLC disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## **7. General**

This Agreement shall be governed by the laws of the State of Georgia, USA, without regard to principles of conflicts of law. Any action arising out of or relating to this Agreement or your use of the Site must be commenced in the state or federal courts located in Fulton County, Georgia USA (and you consent to the jurisdiction of those courts). In any such action, Chameleon Global LLC and you irrevocably waive any right to a trial by jury. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by Chameleon Global LLC in exercising any right hereunder will waive any further exercise of that right. Chameleon Global LLC’s rights and remedies hereunder are cumulative and not exclusive. This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Chameleon Global LLC’s prior written consent. No third party shall have any rights hereunder as it related to Chameleon Global LLC. This Agreement may not be modified except by a revised Terms of Use posted by Chameleon Global LLC on the Site or a written amendment signed by an authorized representative of Chameleon Global LLC. A revised Terms of Use will be effective as of the date it is posted on the Site. This Agreement constitutes the entire

understanding between Chameleon Global LLC and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

For any questions about this Agreement, please contact:

Chameleon Global LLC, Inc.

2020 Howell Mill Road, Suite D, #102

Atlanta, Ga. 30318

Attention: Legal Department