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PRIVACY POLICY

This Web site is owned by Alohana.com, Inc. (“**Alohana.com**”, “**we**”, “**us**” or “**our**”). The terms “**Users**” and “**you**” as used in this privacy policy (“**Privacy Policy**”) refer to both registered Members (as defined below), and unregistered visitors. By using or accessing this Web site, you agree to comply with and be legally bound by the terms, disclaimers, and conditions of use contained within this Privacy Policy, as well as our [Terms of Use](#), whether or not you become a registered Member. This Privacy Policy applies to the Web site located at WWW.ALOHANA.COM, and any other Web sites to which this Privacy Policy is linked (collectively, the “**Site**”). If you do not fully agree to abide by this Privacy Policy, you are not authorized to access or otherwise use the Site. You should carefully review this Privacy Policy and our Terms of Use, which are incorporated by reference into this Privacy Policy. This Privacy Policy describes how we collect, use, and disclose Personal Information (as defined below) we receive from you and from the Site. Unless we explain otherwise in this Privacy Policy, the words and phrases used in this Privacy Policy have the same meaning as in our Terms of Use.

Alohana.com may collect your personal and financial information, for example, when you register for an Alohana.com account, or when you purchase a Subscription (as defined in our Terms of Use) from Alohana.com to post Listings (as defined below) on the Site. For purposes of compliance with the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 (the “**GLB Act**”), you agree that this Privacy Policy shall serve as both your initial customer relationship and annual “Privacy Notice” (the “**GLB Privacy Notices**”) as defined under the GLB Act, and you agree to receive future GLB Privacy Notices required under the GLB Act through the posting of this Privacy Policy on the Site. This Privacy Policy does not apply to information about you collected by third party Web sites and offerings linked to or otherwise accessible from the Site (as described below). The information collected or received by third parties is subject to their own privacy policies.

1. KEY DEFINITIONS

- a. “**Accommodations**” refers to a residential or other property available to rent on a temporary basis.
- b. “**Activities**” refers to an activity or service available for booking.
- c. “**Vacation Real Estate**” refers to vacation real estate for sale.
- d. “**Guest**” is a Member who requests information about Accommodations or Activities via the Site, a Member who rents Accommodations and is not the Host for such Accommodations, including all persons in Guest’s party renting Accommodations, or a Member who books Activities and is not the Host for such Activities, including all persons in Guest’s party booking Activities.

- e. **“Host”** is a Member who is a homeowner or a property manager who creates and posts a Listing for Accommodations via the Site, and has the legal right to rent Accommodations, or is an owner or an operator of an activity or service who creates and posts a Listing for Activities via the Site, and has the legal right to provide such activity or service.
- f. **“Buyer”** is a Member who is a prospective purchaser of Vacation Real Estate.
- g. **“Seller”** is a Member who creates and posts a Listing for Vacation Real Estate via the Site.
- h. **“Listing”** is information about Accommodations or Activities created and posted by a Host on the Site, or information about Vacation Real Estate created and posted by a Seller on the Site.
- i. **“Member”** is a User who completes Alohana.com’s account registration process, including, but not limited to Guests, Hosts, Buyers and Sellers.

2. ALOHANA.COM IS NOT A PARTY TO ANY RENTAL, BOOKING OR SALES TRANSACTION

THE SITE IS AN ONLINE MEETING PLACE THROUGH WHICH HOSTS MAY CREATE AND POST LISTINGS FOR ACCOMMODATIONS AND ACTIVITIES, AND SELLERS MAY CREATE AND POST LISTINGS FOR VACATION REAL ESTATE, GUESTS MAY REVIEW LISTINGS AND INQUIRE ABOUT ACCOMMODATIONS AND ACTIVITIES WITH HOSTS, AND BUYERS MAY REVIEW LISTINGS AND INQUIRE ABOUT VACATION REAL ESTATE WITH SELLERS. YOU UNDERSTAND AND AGREE THAT ALOHANA.COM WILL NOT CREATE ANY LISTINGS AND IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, OR BETWEEN SELLERS AND BUYERS, NOR IS ALOHANA.COM A REAL ESTATE BROKER, HOST, BUYER, SELLER, DEVELOPER, FRANCHISOR, AGENT OR INSURER. ALOHANA.COM IS NOT AN OWNER, OPERATOR OR PROVIDER OF PROPERTIES OR ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, VACATION REAL ESTATE, TIMESHARES, HOTEL ROOMS, MOTEL ROOMS, OTHER LODGINGS OR ACCOMMODATIONS. ALOHANA.COM DOES NOT OWN, SELL, RESELL, LEASE, SUBLEASE, FURNISH, PROVIDE, RENT, RE-RENT, MANAGE AND/OR CONTROL, NOR CAN WE CONTRACT FOR, PROPERTIES, INCLUDING, BUT NOT LIMITED TO, VACATION REAL ESTATE, TIMESHARES, HOTEL ROOMS, MOTEL ROOMS, OTHER LODGINGS OR ACCOMMODATIONS, TRANSPORTATION, TRAVEL RELATED SERVICES, ACTIVITIES, OR ANY OTHER REAL PROPERTY, PERSONAL PROPERTY, GOODS OR SERVICES ADVERTISED ON THE SITE. ALOHANA.COM IS NOT AN AGENT OR REPRESENTATIVE OF ANY HOST, GUEST, BUYER, SELLER, MEMBER, USER OR ANY OTHER PERSON USING THE SITE. ALOHANA.COM’S ROLE IS SOLELY TO FACILITATE THE AVAILABILITY OF THE SITE SOLELY AS AN ONLINE MEETING PLACE FOR MEMBERS. ALOHANA.COM SHALL NOT BE

RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF HOSTS, GUESTS, BUYERS, SELLERS, MEMBERS, USERS OR OTHERS USING THE SITE, OR THE CONDITION OR PROVISION OF ANY ACCOMMODATIONS, ACTIVITIES OR VACATION REAL ESTATE.

3. **MODIFICATION**

We reserve the right, in our sole and absolute discretion, to modify or revise the Site or this Privacy Policy, at any time and without prior notice. If we modify or revise this Privacy Policy, the modified Privacy Policy will automatically be effective ten (10) days after it is published on the Site and you will be legally bound by the modified Privacy Policy ten (10) days after such publication. We will also update the “Last Updated Date” located at the top of this Privacy Policy. If the modified Privacy Policy is not acceptable to you, your only recourse is to cease using the Site. You should return here regularly to view our most up-to-date Privacy Policy. You should also print a copy of this Privacy Policy for your records.

4. **NO COLLECTION OF PERSONAL INFORMATION FROM CHILDREN**

The Site is not directed to persons under the age of eighteen (18).

Further, we will never knowingly or intentionally collect or post information from children under the age of thirteen (13). If we obtain actual knowledge that we have collected information about a child under the age of thirteen (13), that information will be immediately deleted from our database. Because we do not knowingly or intentionally collect such information, to the best of our knowledge and belief, we have no such information to use or to disclose to a third party. We have designed this policy in order to comply with the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501-6506.

5. **INTERNATIONAL TRANSFER**

Your personal information (“**Personal Information**”) – that is, information that identifies you, or from which you are identifiable - may be collected, processed, stored and used by us and passed to and processed by us and other data processors acting under contract with us. Personal Information contributed by or collected from Users may be stored and processed in the United States or any other country in which we or other data processors acting under contract with us maintain facilities.

By using our Site, you acknowledge and agree that you may be transferring your Personal Information outside of the state, province, country or other governmental jurisdiction in which you have contributed it (“**Your Location**”), where the privacy laws may not be as protective as those in Your Location, and that you consent to any transfer of information outside of Your Location.

6. **COLLECTION OF PERSONAL INFORMATION**

At various times you may give your Personal Information to us. For example, in order to process a request or respond to an inquiry from you, we may need to know information that can be used to contact or identify you, including, but not limited to, your full name, physical address, telephone number, e-mail address, and, if you purchase a Subscription to post a Listing on the Site, a method of payment. You may also give Personal Information to us at other times, such as when registering with us through the Site to become a Member, when you purchase a Subscription to post a Listing on the Site, when you choose to post a Listing or to book Accommodations or Activities, or when you wish to contact another Member. We may also gather information from cookies or Web beacons. You can find out more about how cookies or Web beacons operate in the relevant section of this Privacy Policy below. We also collect IP addresses, mobile device identifier details, your location, navigation and click-stream data, the time of accessing the Site, Listings you viewed, what you searched for, the duration of your visit, and other details of your activity on the Site. We also obtain Personal Information from you by you inputting your personal details, by the automatic collection of information about you as you use the Site (whether or not you become a registered Member), or from third parties. Third party information may include credit information which we use to prevent and detect fraud, information from your mobile provider if you are accessing the Site over a mobile device, or information from a third party such as social media or travel opinions Web sites where you have asked us to share your information with them.

7. USE OF PERSONAL INFORMATION COLLECTED

Our primary purpose in collecting your Personal Information is to provide you with the services you request and those which we believe will optimize your use of the Site. You agree that we may use your Personal Information for the following purposes:

- a.** For the services and/or customer support you request;
- b.** To resolve disputes, collect payment for a Subscription to post a Listing on the Site, and troubleshoot problems;
- c.** To contact you from time to time with user and/or service updates;
- d.** To send other messages that help us provide our services on the Site;
- e.** To assist other Members. For example, if you are a Host, and a Guest who has booked or inquired with you needs your details, we may disclose them; if you are a Guest, and a Host you have booked or inquired with needs your details, we may disclose them;
- f.** To customize, measure and improve our services, content and advertising;
- g.** To promote services related to the Site, including services related to travel insurance or damage protection products;

- h.** To compare information for accuracy, and verify it with third parties;
- i.** To prevent, detect, investigate or prosecute activity we determine to be potentially prohibited, illegal, unlawful or harmful; and
- j.** To enforce this Privacy Policy and/or our Terms of Use, for any other purpose referenced herein or therein, and any other uses as described when we collect your Personal Information.

We collect statistics about Site traffic, sales and other commercial information to assist us in improving the services we provide to you.

We also collect and use demographic information to tailor the Site.

If you are a Member, we will also be able to contact you about your Alohana.com account, your Subscription(s), and your use of our services.

8. LISTINGS

If you create and publish a Listing on the Site, such Listing will be publicly available via the Site. Therefore, any Personal Information that you choose to display in a Listing will be publicly available to Users of the Site.

9. INQUIRIES

If a Guest would like to obtain information regarding Accommodations or Activities, or if a Buyer would like to obtain information regarding Vacation Real Estate, such Guest or Buyer may contact the applicable Host or Seller directly, via such Host's or Seller's contact information displayed in the applicable Listing, or by sending an e-mail message using the "Contact" form available in the applicable Listing. The applicable Host or Seller may then contact the applicable Guest or Buyer directly, via telephone or e-mail, and such Host or Seller will proceed to communicate directly with such Guest or Buyer to respond to questions, book Accommodations or Activities, or sell Vacation Real Estate. Pursuant to our Terms of Use, each Host and Seller represents and covenants, among other things, that he/she/it will comply with all applicable laws, rules and regulations, including, without limitation, non-discrimination laws. **IN NO EVENT WILL ALOHANA.COM DISCLOSE A GUEST'S OR A BUYER'S BILLING INFORMATION TO A HOST OR TO A SELLER.**

Any Personal Information that a User chooses to disclose to another User may also be sent to us and we may have access to those communications. Additionally those communications may be hosted on, be processed by or transmitted through our servers. If you contact a Host or Seller, you may be asked to leave a return telephone number or e-mail address. Do not share information in the e-mail or telephone call that you are not prepared to allow the other party to have, including, but not limited to, credit card and bank account information. Inquiries can be sent to an individual Host or Seller and to our system. The resulting inquiry is available for review by the Host or Seller to whom it

was initially addressed and to our customer service employees, who may share past inquiry information, or information related to past stays, including your contact details, with the Host. We may also from time to time, use third party e-mail servers to send and track receipt of inquiry e-mails, and analyze the pattern of inquiry usage reported by these third party tracking systems.

10. DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

Any third party to which Alohana.com shares, rents, sells or otherwise discloses Personal Information will be considered by Alohana.com to be reputable, and will use the Personal Information for marketing, products and services which Alohana.com determines, in its sole discretion, that you might find of interest. Alohana.com will disclose to third parties only Personal Information knowingly and voluntarily disclosed by you, and/or only information that is publicly available. Notwithstanding any other provision in this Privacy Policy, we may disclose your Personal Information to enforce our policies, or where we are permitted to do so by applicable law, such as in response to a request by a law enforcement or governmental authority, or in connection with actual or proposed litigation, or to protect our property, people and other rights.

We may also disclose your Personal Information to:

- a.** One of our affiliates if you have requested its services or if you have requested to be provided with information from it;
- b.** Another Member if you have done business with him/her/it;
- c.** A third party performing services on our behalf;
- d.** Other companies or business entities, for example if we are thinking of a merger with or sale to that company or business entity;
- e.** Other companies we work with to feature all or part of our Members' Listings or otherwise provide promotional or other services related to Alohana.com's business. This might include featuring our Members' Listings on other Web sites; and
- f.** Any other third party with whom you may request that we share your Personal Information.

You may have accessed the Site through a hyperlink from the Web site of one of our affiliates, contractors, Third Party Providers (as defined below) or others. If you accessed the Site through such a hyperlink, you consent to your Personal Information and purchase information, including behavioral patterns, being shared with that affiliate, contractor, Third Party Provider or others in accordance with our contractual relationship with them.

In the unlikely event that Alohana.com is sold, or some of its assets transferred to a third party, your Personal Information, as a valuable asset, may also be transferred. However, use of your Personal Information will remain subject to this Privacy Policy, unless you agree otherwise. Similarly, your Personal Information may be passed on to a successor in interest in the event of a liquidation or administration.

11. NEWSLETTERS

We may offer different newsletters from time to time intended to enhance the services we offer. You may cancel your subscription to these newsletters at any time by following the instructions included in each newsletter, although it may take a short while for the changes in your preferences to become effective.

12. SURVEYS

We also use surveys to collect information about our Users. From time to time, we request Users' input in order to evaluate potential features and services. The decision to answer any of our surveys is optional. We use information gathered from surveys to improve our services.

13. PROTECTION OF PERSONAL INFORMATION

We take reasonable technical and organizational measures to guard against unauthorized or unlawful processing of your Personal Information and against accidental loss or destruction of, or damage to, your Personal Information. While no system is completely secure, we believe the measures implemented by the Site reduce our vulnerability to security problems to a level appropriate to the type of information involved. We have security measures in place to protect our User database and access to this database is restricted internally. However, it remains your responsibility:

- a.** To protect against unauthorized access to your use of the Site;
- b.** To ensure no-one else uses the Site while your machine is "logged on" to the Site (including by logging on to your machine through a mobile, Wi-Fi or shared access connection you are using);
- c.** To log off or exit from the Site when not using it;
- d.** Where relevant, to keep your online ID, password or other Alohana.com account access information secret. Your password and log-in details are personal to you and should not be given to anyone else or used to provide shared access, for example over a network;
- e.** To not share your password and log-in details with third parties promoting products, Web sites and applications that request the information for the purpose of building a listing or profile for you on such third party products, Web sites or applications using information from your Listing; and

- f. To maintain good Internet security. For example if your e-mail account is compromised, this could allow access to your Alohana.com account, if you have given us those details and/or permitted access through that account. You should keep all of your Alohana.com account details secure. If you think that any of your accounts have been compromised, you should change your account credentials with us, and in particular make sure any compromised account does not allow access to your Alohana.com account. You should also tell us promptly about any potential compromise so that we can help you keep your Alohana.com account secure.

If you have asked us to share any Personal Information with third party sites (a Web site not operated by Alohana.com), we cannot and do not assure that their servers will be secure or that they will protect your Personal Information. Credit card information is generally stored by our credit card processing contractors and we ask them to keep that information secure. We also use third parties to help us optimize our Site flow, content and advertising (as described below).

Despite the measures taken by us, the Internet is not secure. We cannot guarantee the security of our servers or databases, nor can we guarantee that Personal Information will not be intercepted while being transmitted to us, or from us, over the Internet. In no event shall Alohana.com, or its affiliates, officers, directors, managers, consultants, agents and/or employees (collectively, the “**Alohana.com Group**”), or any third party provider of a service or tool offered on any Web site of a member of the Alohana.com Group (each a “**Third Party Provider**”), be liable for any lost profits or any indirect, consequential, special, incidental, punitive or other damages as specified in the Limitation of Liability section of this Privacy Policy below.

If you disclose your Personal Information to others, including but not limited to Guests, Hosts, Members or Users of the Site, different rules may apply to their use or disclosure of the information you disclose to them. Alohana.com does not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable.

14. COOKIES, WEB BEACONS AND OTHER INFORMATION COLLECTED USING TECHNOLOGY

A “cookie” is a small file placed on your hard drive by some of our Web pages. We, or third parties with whom we do business, may use cookies to help us analyze our Web page flow, customize our services, content and advertising, measure promotional effectiveness and promote trust and security. Cookies are commonly used on most major transactional Web sites in much the same way we use them here at our Site.

Even if you are only browsing the Site, certain information (including computer and connection information, browser type and version, operating system and platform details, the time of accessing the Site) is automatically collected about you. This information

will be collected every time you access the Site and it will be used for the purposes outlined in this Privacy Policy.

A way of reducing the information cookies collect from your computer or other devices is to change the settings in your browser. If you do that you should know that (a) your use of the Site may be adversely affected (and possibly entirely prevented), (b) your experience of this and other Web sites that use cookies to enhance or personalize your experience may be adversely affected, and (c) you may not be presented with advertising that reflects the way that you use the Site and other Web sites.

We gather and share information concerning the use of the Site by Users with one or more third party tracking companies for the purpose of reporting statistics. To do this, some of the Web pages you visit on our Site use electronic images placed in the Web page code, called Web beacons (also called pixel tags, Web bugs or clear GIFs), that can serve many of the same purposes as cookies.

Web beacons may be used to track the traffic patterns of Users from one Web page to another in order to maximize Web traffic flow. Our third party advertising service providers may also use Web beacons to recognize you when you visit the Site and to help determine how you found the Site.

15. PHISHING OR FALSE E-MAILS

If you receive any unsolicited e-mails that appear to be from us (or one of our Users) that request Personal Information (such as your credit card, log-in, or password), or that asks you to verify or confirm your Alohana.com account or other Personal Information by clicking on a link, that e-mail was likely to have been sent by someone trying to unlawfully obtain your Personal Information, sometimes referred to as a “phisher” or “spoofers.” We do not ask for this type of information in an e-mail. Do not provide the information or click on the link. Please immediately contact us at Contact@Alohana.com if you receive any e-mails requesting information regarding your Alohana.com account or other Personal Information.

16. LIMITATIONS ON COMMUNICATIONS AND USE OF OTHER USERS' INFORMATION; NO SPAM

We and our Users do not tolerate spam or unsolicited commercial electronic communications of any kind. A User is not licensed or authorized to add another User, even one who has rented Accommodations from or to such User, to his/her/its mailing list (e-mail or physical mail) without the other User's express consent. Violation of this provision shall be grounds for termination of the violator's Subscription, without notice or refund.

Users may not use the Site or the tools and services on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate this Privacy Policy or our Terms of Use.

17. OPT OUT RIGHT

You may opt out of having your Personal Information collected by Alohana.com, used by Alohana.com for secondary purposes, disclosed to third parties, or used by Alohana.com or third parties to send promotional correspondences to you, by the following means:

- a. Contact us via e-mail at Contact@Alohana.com, or by mail at Alohana.com, Inc., P.O. Box 8212, Honolulu, Hawaii 96830, USA; or
- b. Follow the instructions included in each of our newsletters and surveys.

18. RETENTION OF PERSONAL INFORMATION

Upon your request, we will close your Alohana.com account and remove your Personal Information from view on the Site as soon as reasonably possible, based on your Alohana.com account activity and in accordance with applicable law. We will retain Personal Information from closed accounts to comply with law, prevent fraud, collect payments for Subscriptions to post Listings on the Site, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Use, and take other actions otherwise permitted by law.

19. LINKS TO THIRD PARTY WEB SITES

We offer our own services directly to Users. However, we also offer products and services which are made available through or in conjunction with certain third parties, and the Site contains links and pointers to other Web sites, resources, and sponsors of the Site.

Links to and from the Site to other Web sites maintained by third parties do not constitute an endorsement by us of any third parties, the third party's sites, or the contents thereof. We are not responsible or liable in any way for such third party sites, for the content, terms of use, privacy policies, business practices or products or services offered through those sites, and your use of such sites will not be governed by this Privacy Policy. Therefore, please read carefully any privacy policies and terms of use on any third party sites before either agreeing to their terms or using those sites.

20. LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY MEMBER OF THE ALOHANA.COM GROUP OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) THE SITE; (B) THIS PRIVACY POLICY; (C) OUR TERMS OF USE; (D) ANY BREACH OF THIS PRIVACY POLICY OR OUR TERMS OF USE; (E) USE OF THE SITE, OR TOOLS OR SERVICES ON THE SITE AND/OR (F) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION BETWEEN USERS, EVEN IF WE HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (I) BREACH OF CONTRACT, (II) BREACH OF WARRANTY, (III) STRICT LIABILITY, (IV) TORT, (V) NEGLIGENCE, OR (VI) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US OR ANOTHER USER OF THE SITE WITH RESPECT TO OUR TERMS OF USE, THIS PRIVACY POLICY, OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE ALOHANA.COM GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE, IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF SUBSCRIPTION FEES YOU PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

21. DISCLAIMERS

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR THE CONTENT OF THE SITE; FOR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE; FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES; OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES).

ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF HABITABILITY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR

ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THE SITE IS NOT CONFIDENTIAL, AND YOUR COMMUNICATIONS MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US, OTHER THAN PURSUANT TO THIS AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE USER-CONTRIBUTED CONTENT (AS DEFINED IN OUR TERMS OF USE), INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL, BOOKING OR REAL ESTATE TRANSACTION. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OR SUITABILITY OF ANY TRANSACTION, ACCOMMODATIONS, ACTIVITIES, VACATION REAL ESTATE, OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER USER-CONTRIBUTED CONTENT PROVIDED ON THE SITE.

22. RELEASE; INDEMNIFICATION

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT), YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE ALOHANA.COM GROUP, EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, CONSULTANTS, AGENTS, EMPLOYEES AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT

THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE ALOHANA.COM GROUP, EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, CONSULTANTS, AGENTS, EMPLOYEES AND ALL OTHER RELATED PERSONS OR ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE ALOHANA.COM GROUP IN CONNECTION WITH: ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS CONDUCTED ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY); ANY CONTENT POSTED ON THE SITE; ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER; OR ANY BREACH BY YOU OF OUR TERMS OF USE, THIS PRIVACY POLICY OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS’ AND EXPERTS’ FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

CONTACT US

If you have any questions about this Privacy Policy, our Terms of Use, the practices of the Site, or your dealings with the Site, please contact us via e-mail at Contact@Alohana.com, by phone at (808) 391-9771, or by mail at Alohana.com, Inc., P.O. Box 8212, Honolulu, Hawaii 96830, USA.