



Kilachand + Karp Terms Of Use Highlights

Last Updated: July 2nd, 2018

These Terms of Use Highlights summarize important sections of Kilachand + Karp's Terms of Use. Please read our full Terms of Use below for defined terms and the full terms and conditions governing your use of our Site and Services.

You Accept These Terms.

Each time you access and/or use the Services, you agree to be bound by these Terms and any additional terms that will apply to you, prospectively.

Binding Arbitration of All Disputes; No Class Relief.

Any disputes under these Terms will be resolved on an individual basis through binding arbitration, with no class relief.

Deposits are Non Refundable.

All deposits are non-refundable and our cancellation policy should be reviewed before you sign up for a tour.

Privacy.

Please see how we collect, use, and share your information as outlined in our Privacy Policy.

Disclaimer of Warranties.

We disclaim warranties and provide the Services "As Is."

Limitation of Liability.

Our liability is limited.

Contact

Questions about our Terms may be sent to email us at info@kilachandandkarp.com if you have any questions about these Terms or as otherwise set forth in the Terms.



Kilachand + Karp Terms Of Use

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1. About K + K

Kilachand + Karp, LLC (“K + K” “us”, “our”, or “we”) has created these Terms of Use (“Terms”) to govern the use of our website <https://kilachandandkarp.com> (“Site”) and the travel services provided by us (“Services.”). Read this document carefully as it is a binding document between us. By using the Site and our Services you agree to be bound by these Terms of Use and to use the Site in accordance with these Terms.

2. Acceptance Of Terms Of Use

Binding Terms. Please read these Terms carefully. It is a legal document that explains your rights and obligations related to your use of our Services.

Last Updated. K + K reserves the right to update or otherwise change these Terms at any time by posting the most current version of the Terms on our Services with a new Last Updated date shown. All changes are effective from the posted date. Your continued use of the Services after the new Last Updated date signifies your agreement to any such changes.

3. Intellectual Property Rights / License

Ownership of Content and Marks. The Services, and all content published on or accessible through the Site and our Services (“Content”) is owned by K + K, its affiliates or its licensors, and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. K + K owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the Site. All trademarks, logos, service marks, trade names, and trade dress appearing on the Services (“Marks”), are proprietary to K + K, its affiliates, or its licensors. You acknowledge that you do not acquire any ownership rights in any Content or Marks downloaded or accessed from the Services. You may not frame or utilize framing techniques to enclose any Mark or Content (including images, text, page layout, or form) nor use any Meta tags or any other “hidden text” utilizing K + K’s, its affiliates’, or its licensors’ name or Marks without the prior express written consent of K + K. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any Site, Services or any of the Marks or Content, in whole or in part, without the prior written consent of K + K.

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Your License to Us. By posting or submitting any material (including, without limitation, comments and photos) to us via the Site, you are representing that you are the owner of the material or are making your posting or submission with the express consent of the owner of the material. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name or email address, as we deem appropriate. You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

4. Use Of The Site

Rules of Conduct. In connection with your use of the Site, you will (i) only use the Site as permitted in these Terms for your personal use; (ii) not upload or input to the Site any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site, any computer software or hardware or telecommunications equipment; (iii) not reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Site creates to generate its content or any software or other products or processes accessible through the Site; (iv) not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Site, monitor traffic on the Site, obtain or accumulate personal information about other users, or collect or store personal data about other users; (v) to copy or adapt the object code of any Site's software, HTML, JavaScript or other code; (vi) not use the Site in any manner that in our sole judgment, adversely affects the performance or function of the Site or interferes with the ability of other users to access or utilize the Site or undertake any acts not expressly permitted under the Terms; (vii) undertake to use the Site only for purposes that are in strict compliance with these Terms and the license granted hereunder and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions; and (viii) take no actions which would cause us to be in violation of any applicable law, ruling or regulation.

5. Fees / Refund Policy / Contact Information

Fee Policies. Payment of all fees can be made by check, wire transfer or through PayPal. Payments through PayPal will be assessed an additional 3% fee. Fees are due as stated in any tour offering materials. Tour costs are quoted at the current rate of exchange and tariff as of the date of the applicable offer. In the event of a marked increase in foreign exchange or tariff rates, costs are subject to appropriate revision.

Unexpected Expenses. Any expense incurred or loss caused by reasons beyond K + K's control (which is known as a force majeure event) such as bad weather or, natural calamities, landslides, floods, flight delays, rescheduling, cancellations, any accidents, medical evacuations, terrorist events, civil unrest, insurrection or revolt, riots, strikes or other labor activities, acts of government, acts of war, criminal or terrorist activities of any kind or the threat thereof; medical evacuations, sickness, including bites from or attacks by animals, insects or pests, epidemics or the threat thereof; mechanical or other failure of any means of transportation; or the rescheduling, cancellations, overbooking or downgrading of accommodation are not K + K's responsibility.

Cancellation and Refund Policies. Advance deposits will be applied against the total on the final tour invoice and cover administrative costs to set up the tour as well and therefore deposits are not-refundable for any reason. Full tour payment is due 60 days prior to departure unless stated otherwise in tour offering materials and must be received before your tour documents can be sent to you. Without full payment and a signed form, tour arrangement will be canceled, and you will be responsible for any third-party cancellation costs attributable for your cancellation, such as for accommodations or air travel. Advance deposits are completely non-refundable. There are no refunds other than as stated in the tour offering materials (e.g., terms and conditions). If you do not show up there is no refund. There is no refund for unused tour services.

Contacting You. Please keep your contact information up to date as you are solely responsible for any contact information you provide to us. When you provide us with contact information in connection with a particular activity or when using our Services, such as an email address or telephone number, you agree that this action constitutes either a purchase or inquiry and establishes a business relationship with us. You expressly consent to our communicating with you using contact information obtained directly from you or which is provided to us with your consent. You attest that you have the legal authority over any contact information provided to us and can provide us and/or third parties with the authorization to contact you. This means you may be contacted in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, IM messaging, or any other means of communication that your wireless or other telecommunications device may be capable of receiving), in accordance with applicable law.

6. General.

Age Requirements. You must be at least 18 years old or the age of majority in your state or country of residence, whichever is older, to use the Services.

No Third-Party Beneficiaries. These Terms are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and the parties do not intend to confer third-party beneficiary rights upon any other person.

International Users. The Services can be accessed from locations around the world. K + K makes no representations that the Services, content or other services available through the Services, is appropriate for use from locations outside the United States or compliance with laws outside the United States. If you access the Services from a location outside the United States, you are responsible for compliance with all local and international laws.

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Feedback. All comments or materials submitted to us, including testimonials, images, reviews, questions, comments, suggestions or ideas (collectively, "Feedback"), is received and treated by us on a non-confidential and unrestricted basis. If you provide K + K with any Feedback, you hereby grant K + K a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicensable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation throughout the world. If any such rights may not be licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that K + K is not required to make any use of any Feedback that you provide. You agree that if K + K makes use of your Feedback, K + K is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to K + K to grant K + K and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

7. Legal Notices.

Third Party Links. Throughout the Site, we may provide links to third party sites or access to other services provided by third parties. Our linking to such third-party sites or access to services does not imply an endorsement or sponsorship of such sites or services, or the information, products or services offered on or through the sites or services. In addition, we do not operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site or which you access off of our Site. If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information or other travel service providers, are those of the respective authors or distributors, and not K + K. Neither K + K nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, K + K neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any portion of the Site by anyone other than an authorized K + K representative while acting in his/her official capacity.

Limitation of Warranties. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE AND BY K + K AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING COMMENT FIELDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE.

Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OR OUR AGENTS AND THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR INCONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR OUR SERVICES, OR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH US OR THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AGENTS AND THIRD PARTY SUPPLIERS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR OUR SERVICES OR OUR POLICIES YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND OUR SERVICES. K+K IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES

Indemnification. You agree at all times to defend, indemnify and hold harmless K+K its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your negligence acts or omission, any content/Feedback you post and/or damage to property.

California Residents: If you are a California resident and in connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "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."

Denial of Access. We reserve the right to modify or deny your access to the Site and our Services for any reason, without notice, at any time, and without liability to us. Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

Territorial Restrictions. We reserve the right to limit the availability of the Site and our Services to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities or availability of any content, program, product, Services or other feature that we provide.

8. Dispute Resolution

Arbitration. In the event of any dispute arising out of these Terms or our Services or any other aspects of a tour, you agree to submit the dispute to non-binding mediation governed and conducted by JAMS before a single JAMS mediator pursuant to the JAMS Mediation Rules set out at <https://www.jamsadr.com/mediation>. In the event mediation does not succeed in us reaching a mutually agreeable arrangement in 60 days from the date that the parties first began communicating about the dispute, we agree that the dispute will be resolved by binding arbitration governed and conducted by JAMS before a single arbitrator from JAMS, or another established alternative dispute resolution provider, chosen by us. Any dispute will be governed by the laws of the State of New York law and both the mediation and the arbitration will take place in JAMS' offices in New York City, New York. The JAMS rules, including the selection of an arbitrator, filing, administration, discovery and arbitrator fees will be conducted under the JAMS Comprehensive Arbitration Rules & Procedures, unless we agree to other procedures in writing. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. PLEASE UNDERSTAND THAT BY AGREEING TO THESE TERMS AND CONDITIONS, THE PARTICIPANT AND YOU AND K+K ARE WAIVING THE RIGHT TO A CLASS ACTION AND/OR A TRIAL BY JURY.

Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

9. Miscellaneous

These Terms and policies incorporated herein are the entire agreement between you and K + K. They supersede any and all prior or contemporaneous agreements between you and K + K relating to your use of the Site or our Services. You may not assign your rights under your account to any third party without K + K's prior written permission. K + K may assign these Terms, in whole or in part, at any time. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of K + K to partially or fully exercise any rights or the waiver of K + K of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by K + K or be deemed a waiver by K + K of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of K + K under these Terms and any other applicable agreement between you and K + K shall be cumulative, and the exercise of any such right or remedy shall not limit K + K's right to exercise any other right or remedy.



10. Contact Us

If you have any questions about these Terms you can email us at info@kilachandandkarp.com or write to us at Kilachand + Karp, LLC, 822 Greenwich Street, New York, N.Y. 10014.

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