

Terms of Use – V1.05

There are the general terms and conditions governing your use of this website (SafariBookings.com) and our services.

By accessing, using or signing up for this website or our newsletters you are concluding a legally binding agreement based on these terms with SafariBookings.

Introduction

Welcome to the www.safaribookings.com website ("Website", "website", "Site" or "site"). This website, its pages, the content, services and infrastructure are operated and provided by SafariBookings BV ("SafariBookings", "Us", "us", "We" or "we"). SafariBookings BV is a 100% subsidiary of its parent company Timu Ventures BV. The website and its content is provided for your personal, non-commercial use only, subject to the terms of use as set out below. These terms of use (this "Agreement") set forth the terms and conditions governing your use of the website.

Modifications to this Agreement

We may make changes to this Agreement from time to time at our sole discretion. Modifications are published on the website. As soon as the webpage on which the Agreement is published is updated, the changes become effective. Please review this Agreement periodically. Your continued use of our website following the change of this Agreement will constitute your acceptance of any such changes.

Privacy

We describe our current practices related to personally identifiable and other information collected through our website in our [Privacy Policy](#), which also states that we may update our policies and practices from time to time at our sole discretion. You acknowledge to have read and agree to this privacy policy.

Your use of content and information (disclaimer)

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data and other materials ("Content" or "content") is available on the website. Some of the content is provided by us or our suppliers and other content is provided by persons who use our website ("User", "user", "Users" or "users"), such as user opinions and views provided via reviews and posts to chat rooms, blogs or message boards. While we strive to keep the content on our website

accurate, complete and up to date, we cannot guarantee, and are not responsible for, the accuracy, completeness or timeliness of any content, whether provided by us, by our suppliers or by our users. Any opinions, advice, statements or other information expressed or made available by users or other third parties are those of the respective user or third party and not of us. All safari tours on the website are advertisements and offers from the specific tour operators.

We don't have any obligation to prescreen, edit or remove any content provided by users that is posted on or available through our website.

Notwithstanding the foregoing, we will have the right (but not the obligation), at our sole discretion and for any reason, to prescreen, edit, refuse to accept, remove or move any such content.

We will, in all times, remove all illegal content from our website and we ask you to inform us if information on our website is not true, not accurate, misleading or illegal.

User-generated content

User-generated content ("User Content" or "user content") is information provided by our users with an intent to be published on our website (e.g. writing a review or a post in our boards). You, as our user, are responsible for all user content that you submit, post or otherwise make available to or through our website.

We don't claim ownership of user content, but by submitting, posting or otherwise making available to or through our website, you automatically grant SafariBookings BV and its parent company Timu Ventures BV the right to use your user content in any way we desire. The right that is granted is a non-exclusive, perpetual, transferable, irrevocable right, with the right of sublicensing and without any royalty or compensation in return, to use, reproduce, adjust, translate, distribute, publish and create derivative works, and to disclose and duplicate the content in all now known media and future media. You agree we can decide if and how your user content is credited and you also agree the user content provided may be indexed by search engines such as Google. You also grant SafariBookings BV, Timu Ventures BV, and any third party appointed by us, the right to take (legal) actions as it deems necessary for the protection of the (copy)rights of your user content, including, but not by way of limitation, to take (legal) action in the name and on behalf of you.

You agree not to submit, post or otherwise make available to or through our website any personally identifiable information about other people and/or abusive, obscene, vulgar, slanderous, hateful, threatening or sexually oriented user content or any other material. You represent and warrant to us that such user content is not confidential and that you have all necessary permission to submit, post and otherwise make available such user content. You agree not to submit, post or otherwise make available to or through our website any commercial, advertising, promotional or spam-like user content or any other material. You also agree not to submit, post or otherwise make available to or through our website any user content that may violate any laws, be it of your country, the Netherlands, any other country or international law. Violating any of these conditions may lead to you being immediately and permanently banned, with notification to your Internet Service Provider if deemed required by us, and we could decide to take other legal action. You agree that we have the right to remove, edit, move or close your account and/or any user content at any time should we see fit.

Ownership and Intellectual property rights

All rights and interest in the content available via the website; the website's look and feel; the designs, trademarks, service marks and trade names displayed on the website; and the website URL are the property of SafariBookings BV, Timu Ventures BV or their licensors, and are protected by copyrights, trademarks, patents or other proprietary rights and laws. You may not use any content available via the website in any manner or for any purpose without the prior written permission of us or, if applicable, our licensors. All rights not expressly granted in this Agreement are expressly reserved to SafariBookings and its licensors.

Your contact with advertisers or other third parties

Your dealings with advertisers or other third parties found on or accessible through our website are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of services such as safari tours if any, and any terms, conditions, warranties or representations associated with such dealings. Your access and use of such sites, including the content, items or services on those sites, is solely at your own risk. We do not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that we will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on our website.

The offers of advertisers are ranked by us on our website. We make a ranking on our website based on fees paid by the advertisers, but also based on the (best) quality and reviews of the advertiser and the place of establishment of the advertiser. [Find more information here.](#)

Users under the age of 18

Our website is directed to adults and is not intended for persons under the age of 18. Creating an account on our website, including but not limited to an account for our message boards, submitting a user review or other user content, or enquiring about a safari tour is not allowed for persons under the age of 18. If we learn that such actions were taken by a person under the age of 18, we will delete that account and any user content posted on our website as quickly as possible. If you believe an account was created by a person under the age of 18, please contact us by sending an email to info@safaribookings.com.

Disclaimer of warranties

The website is provided on an "as is" and "as available" basis: SafariBookings does not guarantee the continuous availability of the website and does not give any guarantees to its content other than as set out in this Agreement.

SafariBookings rejects all guarantees of any kind, whether express or implied, including (without limitation) any guarantees of merchantability, fitness for a particular purpose and noninfringement. SafariBookings does not make any guarantee that the website will meet your requirements or that access to the website will be uninterrupted, timely, secure or error-free, or that defects (if any) will be corrected. SafariBookings makes no guarantee as to the results that may be obtained from the use of the website or as to the accuracy, quality or reliability of any information obtained through the website.

Limitations of liability

SafariBookings and its affiliates assume no responsibility and liability for any consequence relating (directly or indirectly) to any action or inaction you take based on the content available via the website. You must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content. You specifically acknowledge that SafariBookings is not liable for the defamatory, offensive or illegal conduct of users or third parties. Additionally, in no event will SafariBookings or its affiliates be liable for any indirect damages. Indirect damages include (among others) incidental or consequential damages, damages arising out of or in connection with loss of use or inability to use the website, loss of profits, loss of data, costs of procurement of substitute products or services or websites, unauthorized access to or alteration of your

transmissions of data, the statements or conduct of any third party on the website, or any other matter relating your use of content on the website.

Indemnification

You agree to indemnify (*vrijwaren*) SafariBookings, its directors, officers, employees, owners, agents and affiliates from and against any and all liability, damages, losses, claims and expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the user content you submit, post or transmit through the website.

Your account

You are responsible for maintaining the confidentiality of any passwords associated with your account on our website and monitoring all activity under the account, and assume full responsibility for all activities that occur under your account.

Modification or suspension of our website

We may at any time modify, discontinue or suspend the operation of our website, or any part thereof, temporarily or permanently, without notice to you.

Change of ownership (data)

If we are in the process of selling our company, our website or substantial parts of our business, you agree we may disclose and/or transfer your personally identifiable information as well as other information to the (potential) new owner so they can better value our business and, if sold, continue to operate the service this website provides. This will also be the case if the new owner is a non-EU company, organization or individual.

You also agree that in the case the ownership of our company or website changes the rights, obligations and restrictions you have towards us, as set forth in this agreement, will be transferred to the new owner without notice to you and you accept the new owner as your new counter-party in this Agreement.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

Applicable law

This Agreement and the resolution of any dispute related to this Agreement or the website shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any legal action or proceeding between SafariBookings and you related to the Agreement shall be brought exclusively to a court of competent jurisdiction sitting in Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

Complaints regarding content

For making complaints regarding copyright infringement of our content or regarding our content in general, please send an email to info@safaribookings.com.

Contact

SafariBookings is a private limited liability company, incorporated under the laws of the Netherlands. SafariBookings BV is a 100% subsidiary of its parent company, Timu Ventures BV. Both companies have their offices at Veemarktkade 8, 5222 AE, 's-Hertogenbosch, the Netherlands.

If you have any suggestions or remarks about this Agreement, please send an email to: info@safaribookings.com.