

Quexx International Ltd. Legal Disclaimers

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General

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Quexx has not reviewed, and cannot review, all of the material, including computer software, made available through the Web Sites and webpages to which Quexx's Web Sites links, and that link to Quexx's Web Sites. Quexx does not have any control over those non-Quexx Web Sites and webpages, and is not responsible for their contents or their use. By linking to a non-Quexx Web Site or webpage, Quexx does not represent or imply that it endorses such Web Site or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive content. Quexx disclaims any responsibility for any harm resulting from your use of non-Quexx Web Sites and webpages.

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Except as otherwise expressly stated, all content located at or available from Quexx's Web Sites is provided "as is" and Quexx International Ltd, its Associates, Contractors and Clients make no representations or warranties, express or implied, including but not limited to warranties of fitness of the provided services and products, for a particular purpose, or warrant a non-infringement of proprietary rights. Without limiting the foregoing, Quexx, its Associates, Contractors and Clients make no representation or warranty that content provided by Quexx's Web Sites is free from error or suitable for

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You understand and agree that you download or otherwise obtain any content through Quexx's Web Sites at your own discretion and risk, and that Quexx will have no liability or responsibility for any damage to your computer system or data that results from the download, copying or other use of such content. Some jurisdictions may not allow the exclusion of implied warranties and, in these specific circumstances, the above limitations may not apply to you.

6. Limitation of Liability

Except when otherwise expressly stated, in no event will Quexx, its Subsidiaries and Associates, Clients, Licensors and Contractors be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, regardless of the basis or nature of the claim, resulting from any use of Quexx/s Web Sites, or the contents thereof or any hyperlinked Web Site, including without limitation any lost profits, business interruption, loss of data or otherwise, even if Quexx, its Subsidiaries and Associates, Clients, Licensors and Contractors were specifically advised of the possibility of such damage or limitation of liability for certain incidental or consequential damages, so some of the above limitations may not apply to you.

7. Tuition Cancellation and Refunds

No risk, guaranteed full refund of Tuition Fees within 30 calendar days from the cancellation date, if the training offered under the [Cruise-and-Learn™ Program](#) is cancelled by Quexx International Ltd.

Full refund of Tuition Fees less \$50.00/participant Service Fee is granted for all tuition cancellations made by the Client 90 days prior to the cruise departure date, or earlier. Cancellations by the Client between 90 and 30 days prior to the cruise departure date will receive 50% refund of Tuition Funds. No refunds of Tuition Fees will be given for the cancellations made less than 30 days prior to the cruise departure date.

8. Tax Deductions

Tax deductions may apply to the contracted consulting services. Specific tax laws and regulations related to the professional training vary between countries, and may differ between their particular States and Provinces. Training fees including payments made for the tuition, related travel, accommodation, meals and other associated expenses may or may not be tax deductible.

NOTE: Always consult your financial advisor to verify applicable tax deductions.

9. General Representation and Warranty

You represent and warrant that your use of Quexx's Web Sites will be in accordance with Quexx's Privacy Policy, with these Legal Disclaimers and Limitations, with any applicable laws and regulations, and with any other applicable policy or terms and conditions.

10. Indemnification

You agree to defend, indemnify and hold harmless Quexx, its Subsidiaries and Associates, Clients, Licensors and Contractors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of Quexx's Web Sites, including but not limited to out of your violation of any representation or warranty contained in these Legal Disclaimers and Limitations.

11. Copyright

If you believe that content available by means of one of Quexx's Web Sites infringes one or more of your copyrights, please immediately notify Quexx by means of a mailed or faxed notice ("Infringement Notice") providing the information described below to the address or fax number listed below. If Quexx takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by such party to Quexx. Please be advised that you may be held liable for damages based on certain material misrepresentations contained in an Infringement Notice. Thus, if you are not sure content located on or linked-to by the Web Site infringes your copyright, you should consider first contacting an attorney.

All Infringement Notices should include the following:

- A signature of the copyright owner or a person authorized to act on their behalf;
 - An identification of the copyright claimed to have been infringed;
 - A description of the nature and location of the content that you claim to infringe your copyright, in sufficient detail to permit Quexx to find and positively identify that content;
 - Your name, address, telephone number and email address; and
 - A statement by you:
 - (i) that you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and,
 - (ii) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.
- Infringement Notices should be communicated to Quexx International Ltd.

12. Privacy

At Quexx International Ltd. it is our policy to keep your personal information confidential. We value your business, and we understand that our relationship needs to depend upon the establishment of mutual trust. **We will not sell, trade or rent your personal information with any third parties.**

We are committed to safeguard your privacy. This Privacy Policy and applicable Legal Disclaimers and Terms and Conditions apply to the Web sites and services provided by Quexx International Ltd. and its Associates (collectively "Quexx"), where the reference to Quexx Privacy Policy was clearly identified, and where the reference to this Policy is connected via active hypertext link to the relevant section of Quexx Web Site. Quexx reserves the right to change its Privacy Policy from time to time. All changes will be reflected on this page and those which may be more substantive will also be announced through direct communication with all affected, i.e. Clients, Business Partners and Associates, etc. Quexx will not change or update this Privacy Policy in regard to the disclosure of any personal information to a third party without your consent. Any changes to the Privacy Policy will be effective immediately upon posting to this Web Site.

13. Your Consent

Due to the Canada anti-spam legislation, we need your consent to continue to keep you informed. By providing your consent (see "Unsubscribe" section, below, you agree to be listed in our secure database and continue to receive correspondence related to consulting and educational services provided by Quexx International Ltd., the [Cruise-and-Learn™ Program](#) ,and to receive newsletters and travel offers distributed by [Expedia@ CruiseShipCenters@](#). By accessing and using Quexx Web site(s) [www.quexx.com](#) and/or [www.cruise-and-learn.com](#), or engaging services of Quexx International Ltd. otherwise, you consent to the use of your personal information by Quexx in the manner specified in this Privacy Policy.

14. Unsubscribe:

If you wish to no longer receive communications from us, please [send an e-mail to Quexx](#) with the word "unsubscribe" in the "subject" line.

15. Feedback

Privacy and security is important to us. It is the foundation of our commitment to building a trusting relationship with you. Please refer to Quexx International Ltd. Privacy Policy for more details.

We monitor customer feedback and continually improve our responses to the needs of our clients. Please [e-mail Quexx](#) your feedback and thoughts on privacy and confidentiality of our Web Site.

16. Terms and Conditions

Unless specified otherwise, the following Terms and Conditions apply to this Offer

Re. Training Program: [Quexx International Ltd. Cruise-and-Learn™ Program Terms and Conditions](#)

Re. Cruise: Terms and Conditions of the Cruise Line and terms and Conditions of [Expedia@ CruiseShipCenters@](#), as applicable

17. Contact

If you have any questions please click any blue hypertext links for more details or contact Quexx International Ltd. Call: 604-728-3373 or 604-469-6002, Fax: 604-469-6070 or e-mail [cruise-and-](#)

learn@quexx.com or arajtar@cruiseshipcenters.com

Notes:

We are continuously researching market trends and expanding our [Cruise-and-Learn™ Program](#) . Agreements with the leading industry professionals, academics, consultants and presenters give us the unique privilege to explore secrets of their experience and expertise and to access their newest initiatives. Although we always strive to deliver our programs "as offered or better", last-minute changes may occur unexpectedly. Quexx reserves the right to proceed at our discretion with these changes to the best of our ability and in the best interest of Cruise-and-Learn™ Program participants.

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