



MEMBERSHIP APPLICATION FORM

1) **PROVIDE CONTACT INFORMATION**

CONTACT INFORMATION: (NOT FOR PUBLICATION)

*This information is for VCVB contact only.

Full Name: _____

Title: _____

Mailing Address: _____

Personal E-Mail: _____

Cell Phone: _____

How should the VCVB contact you?

Personal Email

Company Email

Cell Phone

Other: _____

BUSINESS INFORMATION: (FOR PUBLICATION)

*This information will be used throughout advertisement and publications.

Company Name: _____

Physical Address: _____

Mailing Address: _____

Phone: _____

Toll Free Phone: _____

Website: _____

Company Email: _____

“EAT” Members please indicate:

Meals Offered:

Breakfast

Lunch

Dinner

Catering

All Members Please indicate:

Operating Season:

Summer

Winter

Year-Round Custom Dates Open:

2) CHOOSE MEMBERSHIP LEVEL

* Your membership level determines which VCVB benefits your business receives.

Check Membership Level Desired:

Pink

Silver

King

Partnership – Non Member Business Participant

3) CHOOSE YOUR BUSINESS CATEGORY

*Your business listing will be found in our printed vacation guide and website under ONE of our four categories:

(If you selected Advantage Member, you may choose up to TWO (2) categories.

"EAT":

Restaurant

Coffee Shop

Grocery Store

Other (Ice Cream Parlor, etc.) _____

'STAY":

Hotels

Bed & Breakfasts

RV Parks & Campgrounds

Cabins

Wilderness Lodging

Other (Rentals, Real Estate, etc.) _____

"PLAY":

Tours and Attractions

Sport Fishing

Shopping

Winter Operations

"OTHER":

Transportation

Media

Community Services & Info

(Utilities, Banks, Schools, Clubs, City, Medical, etc.)

4) ADD BUSINESS DESCRIPTION

*This business description will be in our printed Vacation Guide and on the Visitor website [Discover Valdez](#). Website Membership Access codes will be emailed after registration. The Business description length varies upon membership levels:

Support level 75 Character Description

General Level 150 Character Description

Advantage Level. 300 Character Description

Main Category Business Description: Printed Guide (description length includes spaces and punctuation).

Second Category Description: Printed Guide (description length includes spaces and punctuation). *Free for King members. \$50 for all other members.

Description can be used if your business could cross categories between Eat, Stay, and Play (description length includes spaces and punctuation)

Secondary Description:



Check this box if you would like to be nominated for our 2024 Excellence in Tourism Service Award Program

VCVB Members Code of Ethics

To preserve and develop the reputation of Valdez; to promote tourism throughout the region; and to guide our actions in business, we promise to abide by the Valdez Convention and Visitors Bureau Members Code of Ethics as follows:

- We, as members, will provide visitors with exceptional customer service to ensure customer satisfaction, information on products, attractions, and services in Valdez when requested.
- We, as members, will treat all other members of the VCVB and the VCVB Team courteously, ethically, and professionally.
- We, as members, will provide a clean and well-maintained business to ensure guests feel welcome and encouraged to return to Valdez.
- We, as members, will handle any inquiries, requests, transactions, correspondence, and complaints promptly and fairly, and abide by all federal, state, and municipal laws.
- We, as members, will maintain all operating licenses and insurance needed for business.
- Any promotional material provided by members to the VCVB shall have appropriate content for all audiences. We vow to be truthful in advertising and informative materials (print, electronic media, television, radio or otherwise) and ensure materials do not contain false, misleading, or incomplete information.

*Refusal to display or publish a member's promotional material is at the discretion of the VCVB.

- We will represent Valdez to visitors, businesses, and other stakeholders to aid in the advancement of the visitor industry and to grow awareness of the economic impact of tourism within the Valdez community.
- We understand that it is the policy of the VCVB to investigate all complaints which allege a member has acted in contravention of the above described VCVB Code of Ethics -- including, but not limited to: engagement by member businesses or their employees in acts of impropriety or the appearance of impropriety, and/or in any conduct which may adversely affect the wellbeing and reputation of the VCVB or prove detrimental to Valdez and/or the goals of the VCVB.

If you have read, understand, and agree to abide by the Members Code of Ethics as outlined, please sign in acknowledgement.

Signature

Organization

Date





DISCOVER VALDEZ (VVCVB) ADVERTISING TERMS AND CONDITIONS

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of a business entity, and Valdez Convention and Visitors Bureau (VVCVB), concerning advertising with VVCVB. Your signature confirms agreement that you have read, understood, and agreed to be bound by all of these Legal Terms.

YOU MUST AGREE TO LEGAL TERMS FOR ALL SERVICES RENDERED WITH VVCVB.

TERMS AND CONDITIONS - AGREEMENT TO LEGAL TERMS

We will provide you with prior notice of any scheduled changes to advertisement fulfillment. The modified Legal Terms will become effective upon posting or notifying you by executivedirector@valdezalaska.org, as stated via email message. Receipt of email delivery constitutes as consent to modified terms, and you agree to be bound by the modified terms.

VVCVB Services are intended for persons who are at least 13 years of age. All parties who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission for, and be directly supervised by, their parent or guardian to use VVCVB Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using VVCVB Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using VCVB Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

VCVB is the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and internationally. The Content and Marks provided in or through the Services personal, non-commercial, or business purpose are subject to compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below.

We will grant you a non-exclusive, non-transferable, revocable download or print a copy of any portion of the Content to which you have properly purchased.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no VCVB Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written Permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: executivedirector@valdezalaska.org. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to Services will terminate immediately.

Digital Advertisement Submissions

Please review this section and the PROHIBITED ACTIVITIES section carefully prior to accepting our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload VCVB content.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about Digital Advertisement Submissions you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful

purpose, commercial or otherwise, without acknowledgment or compensation to you. You are responsible for what you post or upload: By requesting VCVB Digital Advertisement Submission, you confirm that you have read and agree with our “PROHIBITED ACTIVITIES” VCVB will not post, send, publish, upload, or transmit any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading; to the extent permissible by applicable law, waive any and all moral rights to any such Submission.

Any Submissions are original to you or that you have the necessary rights and to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions warrant and represent that your Submissions do not constitute confidential information. You are solely responsible for your Submissions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party’s intellectual property rights, or (c) applicable law.

3. USER REPRESENTATIONS

By using VCVB Services, you represent and warrant that: you have the legal capacity, and you agree to comply with these Legal Terms;

- You are not under the age of 13;
- You are not a minor in the jurisdiction in which you reside or if a minor, you have received parental permission to use the Services
- You will not send Submissions through automated or non-human means, whether through a bot, script or otherwise;
- You will not use the Services for any illegal or unauthorized purpose
- Your use of the Services will not violate any applicable law or regulation.
- If you provide **any** information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. PRODUCTS

We make every effort to display as accurately as possible the features, specifications, and details of the products and services of the persons/entity we are responsible to represent. However, we do not guarantee that the features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual and details of the products. All of our products are subject to availability, and we cannot guarantee that all items will be available.

5. PURCHASES

We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change. If any products or services are discontinued, you have the right to receive relative compensation for the remainder of the term of agreement.

6. PAYMENT

We accept the following forms of payment: **SQUARE PAYMENT SYSTEM (Accepts all major Credit /Debit Cards, Paypal, Venmo, check and cash.)**

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Square System. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases if deemed required by us. We may change purchase prices at any time. All payments shall be US dollars.

You agree to pay all charges at the prices then in effect for your purchases, and any applicable shipping fees, and agree for us to charge your chosen payment provider for any such amounts upon placing your order.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through Square Payment System. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, at VCVB's sole discretion. All sales are final.

7. PROHIBITED ACTIVITIES

You may not access or use VCVB Services for any purpose other than that for which are specified in these terms and conditions. The Services may not be used in connection with any commercial entity other than the entity agreeing to these terms.

You agree not to:

- Systematically retrieve data or other content from VCVB to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead VCVB and /or other vested parties especially in any attempt to learn sensitive information;
- Circumvent, disable, or otherwise interfere with security-related features of VCVB Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, VCVB or its reputation;
- Use any information obtained from VCVB in order to harass, abuse, or harm another person;
- Use the Services in a manner inconsistent with any applicable laws or regulations framing of or linking to the Services;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with, modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of VCVB Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate VCVB, VCVB Staff, or any other VCVB Member or client.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats.
- Interfere with, disrupt, or create an undue burden on VCVB or the networks or services connected to VCVB.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

- Copy or adapt any digital assets, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Under VCVB's Services, collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses without the purchaser's express consent
- Use the Services as part of any effort to compete with us or otherwise use VCVB Content for any revenue-generating activities

8. USER GENERATED CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of VCVB Services and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not
- infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by VCVB).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your right to use the Services.

9. CONTRIBUTIONS

You agree that we may safely and securely access, store, process, and use any information, assets, and personal data that you provide for the purpose to which it was intended.

By submitting suggestions or other feedback regarding VCVB Services, you agree that we can use and share such feedback for any purpose without compensation to you. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area of VCVB Services. You are solely responsible for your Contributions to VCVB, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

10. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of VCVB and its Trade and Consumer Show Presence, both physically and digitally, such as Standing advertisements or website banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

11. VCVB SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Services for violations of these Legal Terms;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such use to law enforcement authorities.
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

12. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Valdez, Alaska. If you access VCVB Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in , then through your continued use of the Services, you are transferring your data to and you expressly consent to have your data transferred to and processed in that location.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children’s Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from all areas of VCVB as quickly as is reasonably practical.

13. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use VCVB Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR

REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend a person/entity from Services for any reason, they are prohibited from registering and creating a new account under their name, a fake or borrowed name, or the name of any third party, even if they may be acting on behalf of the third party. In addition to terminating or suspending, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of VCVB Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance resulting in interruptions, delays, or errors. We also cannot guarantee that we will be open at all of our scheduled hours specified. Should circumstances exist in which VCVB is closed during normal operating hours, VCVB will not be held liable for those hours in which we are closed.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

15. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with Federal Laws and the State of Alaska applicable to agreements made and to be entirely performed within the United States.

16. DISPUTE RESOLUTION

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes" brought by either you or us (individually, a "Party" and collectively, the "Parties")), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the "link"<http://www.adr.org> - American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will decide in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable rules or applicable law, the arbitration will take place in United States, Alaska.

Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Alaska and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or

unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration:

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration:

- (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party;
- (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and
- (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. CORRECTIONS

There may be information under VCVB Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

18. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN

CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY AREA OF VCVB SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

- (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,
- (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF VCVB SERVICES,
- (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES,
- (5) ANY BUGS, VIRUSES, OR SIMILAR PRODUCT WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR
- (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU,

SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of "user_post_content " during use of VCVB Services; breach of these Legal Terms; any breach of your representations and warranties set forth in these Legal Terms; your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

21. USER DATA

We will maintain certain data that you transmit to VCVB for the purpose of managing the performance of our Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES,

POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. SMS TEXT MESSAGING

Email a request for SMS opt out via executivedirector@valdezalaska.org.

Message and Data Rates:

Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan.

If you have any questions or need assistance regarding our SMS communications, please **email us at executivedirector@valdezalaska.org or call at 907-835-2984**

24. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

25. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision.

These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

26. INDEMNITY

I hereby agree that Valdez Convention and Visitors Bureau (VCVB) will not be held liable for any loss due to theft, breakage, any acts of nature, or any other acts that affect the services under this agreement .

27. CONTACT US

In order to resolve a complaint regarding VCVB Services or to receive further information regarding use of the Services, please feel free to contact us at:

**Valdez Convention and Visitors Bureau,
PO Box 1603
Valdez Alaska, 99686**

**Physical Address:
Valdez Convention and Visitors Bureau
309 Fairbanks Drive
Valdez, Alaska 99686**

**Email:
executivedirector@valdezalaska.org**

Phone: 907-987-4037