

# GO APE! WEBSITE TERMS OF USE



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- c. You agree to access and use the website only for lawful purposes and in a way that does not infringe, inhibit or restrict the rights of or use of the website by any third party. You shall not use the website to harass or cause distress or inconvenience to any person whether by way of transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

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- b. Neither Go Ape nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this website. This is a comprehensive limitation of liability that applies to all damages of any kind including (without limitation) compensatory, direct, indirect, special, exemplary, punitive, delay or consequential damages, loss of data income or profit loss of, or damage to property and claims of third parties.



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### **4. Privacy**

Go Ape's Privacy Policy forms part of these Terms of Use.

### **5. Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on line. Go Ape provides secure mechanisms for your booking by using secure server software which encrypts all personal information you enter before it is sent to us so that it cannot be read by others as it travels over the Internet. All sensitive transactions with Go Ape are carried out using a secure server.

### **6. Other Websites**

This website contains links to enable you to visit other websites of interest easily. However, once you have used these links to leave this website you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such websites and such websites are not governed by these Terms of Use. You should exercise caution and look at the privacy practices and content of the website in question.

### **7. Cookies**

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. These provide the facility for Go Ape to identify you if you return to our website. We only use this information for statistical analysis purposes and then the data is removed from the system. Cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us, use of which is governed by our Privacy Policy referred to in clause 4 above



## 8. General

- a. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- b. This Site is controlled and operated by Go Ape from its offices in Rockville, Maryland and is targeted at U.S. residents only. These terms shall be governed by and interpreted in accordance with the laws of Maryland and you submit to the exclusive jurisdiction of the courts of Montgomery County, Maryland.