

TERM OF SERVICE

1. General

1. Volunteer Travel (Program) (trading as "Volunteer Travel") provides its Internet messaging service, online forums, personalized content and other tools or applications ("on-line Services") offered from time to time to you, subject to the following Terms of Service ("TOS"), which may be updated by Volunteer Travel Program from time to time without notice to you.
2. You should review the TOS periodically for changes at:
www.cambodiavolunteer.info/term_of_service.pdf
3. In addition, when using particular Volunteer Travel Program on-line Services, you and Volunteer Travel Program shall be subject to any guidelines and rules applicable to such services which may be posted by Volunteer Travel Program from time to time. All such guides and rules are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the on-line Service and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail.

Volunteer Travel Program may also offer services from time to time that are governed by other terms of service. In such cases the other terms of service will be posted on the relevant service to which they apply. For Volunteer Travel's general terms and conditions for its ventures and TEFL courses, visit www.cambodiavolunteer.info/policy.pdf

2. Software Performance

Any new features that augment or enhance the current on-line Services shall be subject to the TOS. You acknowledge and agree that the on-line Services are provided "AS IS" and that Volunteer Travel Program assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Communication

In order to use the on-line Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You must also be of a minimum age of 16.

4. Provision of User Information

In consideration of your use of the on-line Services, you agree to:

1. Provide true, accurate, current and complete information about yourself as prompted by the on-line Service's registration form (such information being the "Registration Data").

2. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
3. Provide and maintain a true and valid electronic mail address for receipt of announcements and notifications regarding the on-line Services.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Volunteer Travel Program has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Volunteer Travel Program has the right to suspend or terminate your account and refuse any and all current or future use of the on-line Services (or any portion thereof).

5. Privacy and Content

1. Volunteer Travel Program is concerned about the safety and privacy of all its users, particularly children. For this reason, parents who wish to allow their children access to the Service should assist them in setting up any relevant accounts and supervise their access to the Service. By allowing your child access to the Service, they will be able to access all of the Services including, email, message boards, clubs, instant messages and chat (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 8 below) are appropriate for your child.
2. Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy at www.cambodiavolunteer.info/policy.pdf

6. User Security

You will receive a password and account designation upon completing the on-line Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

1. Immediately notify Volunteer Travel Program of any unauthorized use of your password or account and any other breach of security, and
 2. Ensure that you exit from your account at the end of each session.
- Volunteer Travel Program cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

7. Content Control

You acknowledge that Volunteer Travel Program does not pre-screen all Content, but that Volunteer Travel Program and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the on-line Services.

1. Without limiting the foregoing, Volunteer Travel Program and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that 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. In this regard,

you acknowledge that you may not rely on any Content created by Volunteer Travel Program or submitted to Volunteer Travel.

2. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Volunteer Travel Program are entirely responsible for all Content that you upload, post, email or otherwise transmit via the on-line Services. Volunteer Travel Program does not control the Content posted via the on-line Services and, as such, does not guarantee the accuracy, integrity or quality of such Content.
3. You acknowledge that by using the on-line Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Volunteer Travel Program be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the on-line Services.
4. You are advised to keep back ups of all material provided to us. In particular, it is up to you to keep backup copies of images uploaded by you or emailed to us. We will not be responsible for keeping backups or for loss of, deletion or corruption of any images or any other material.

8. Content Restriction

You agree to not use the on-line Services to:

1. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, an Volunteer Travel Program employee or overseas coordinator or representative, forum leader, guide or overseas host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the online Services;
5. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
7. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose (if any);

8. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the online Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
10. interfere with or disrupt the online Services or servers or networks connected to the online Services, or disobey any requirements, procedures, policies or regulations of networks connected to the online Services;
11. intentionally or unintentionally violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange;
12. "stalk" or otherwise harass another; or
13. collect or store personal data about other users.
14. create multiple user accounts with the purpose of circumventing quota protection systems, previously suspended accounts, or other protection mechanisms.

Volunteer Travel Program may refuse to provide any further services to anyone who breaches these terms.

9. Disclosure of Content

1. You acknowledge and agree that Volunteer Travel Program may preserve Content and may also disclose Content:
 1. to its affiliated companies worldwide for the purpose of providing the Content to you in an efficient manner,
 2. for the purpose of properly administering your account in accordance with the standard operating procedures of Volunteer Travel Program or its affiliated companies, and/or
 3. if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to:
 1. comply with legal process;
 2. enforce the TOS;
 3. respond to claims that any Content violates the rights of third-parties; or
 4. protect the rights, property, or personal safety of Volunteer Travel Program its users and the public.
2. You acknowledge that the technical processing and transmission of the on-line Services, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Volunteer Travel Program reserves the right to terminate your access to some or all parts of its on-line Services if you withdraw your consent in this paragraph at any time.

3. We may at our discretion contact law enforcement authorities if we believe that anything unlawful is occurring or has occurred in relation to the web site (including the uploading or emailing of any images in breach of the above restrictions). We may provide copies of any relevant images or material to the law enforcement authorities and in that connection may also give them access to any personal data that is held by us subject to the relevant Data Protection Acts.

10. Rights and Title of Content

With respect to Content you elect to post for inclusion in the web-site, you grant Volunteer Travel Program a world-wide, royalty free, fully sub-licensable and non-exclusive license, without limit in time, to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, in the course of providing and promoting the on-line Services or Volunteer Travel's other services relating to TEFL, ventures, or otherwise.

11. Commercial Exploitation of the on-line Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the on-line Service, use of the on-line Services, or access to the on-line Services. In particular, you are expressly prohibited from subleasing or reselling the on-line Service, or any portion of the on-line Service, unless agreed in writing beforehand.

12. Use of Volunteer Travel Program Resources

1. You acknowledge that Volunteer Travel Program may establish general practices and limits concerning use of the online Services, including without limitation the maximum number of days that images, email messages, message board postings or other uploaded Content will be retained by the on-line Service, the maximum number of email messages that may be sent from or received by an account on the on-line Service, the maximum size of any file that may be sent from or received by an account on the on-line Service, the maximum disk space that will be allotted on Volunteer Travel's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the on-line Service in a given period of time.
2. Volunteer Travel Program reserves the right to restrict access to any portion of the on-line Service any account which consumes excessive bandwidth, places high load on Volunteer Travel's servers, routers, switches or other equipment, or which improperly restricts, inhibits or degrades any other User's access to the Volunteer Travel Program on-line Service, either permanently or temporarily until such a time as excessive usage subsides.
3. You agree that Volunteer Travel Program has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the online Service. You acknowledge that Volunteer Travel Program reserves the

right to log off accounts that are inactive for an extended period of time. You further acknowledge that Volunteer Travel Program reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

13. Modification of the online Service

Volunteer Travel Program reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the on-line Service (or any part thereof) with or without notice. You agree that Volunteer Travel Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the online Service.

14. Termination

You agree that Volunteer Travel, in its sole discretion, may terminate your password, account (or any part thereof) or use of the on-line Service, and remove and discard any Content within the on-line Service, for any reason, including, without limitation, for lack of use or if Volunteer Travel Program believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Volunteer Travel Program may also in its sole discretion and at any time discontinue providing the on-line Service, or any part thereof, with or without notice. You agree that any termination of your access to the on-line Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Volunteer Travel Program may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the on-line Service. Further, you agree that Volunteer Travel Program shall not be liable to you or any third-party for any termination of your access to the on-line Service.

15. Advertising and Third-Party Merchants

Your correspondence or business dealings with, or participation in any promotions of, advertisers and merchants found on or through the on-line Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or merchant. To the fullest extent permitted by applicable law, you agree that:

1. Volunteer Travel Program shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the on-line Service, and
2. Any orders placed by you on, and any product specifications and product availability appearing on, the on-line Service are subject to confirmation by, and the terms and conditions of business of, the relevant Merchant.

16. External Links

The on-line Service may provide, or third parties may provide, links to other World Wide Web sites or page. Because Volunteer Travel Program has no control over such sites and page, you acknowledge and agree that Volunteer Travel Program is not responsible for the availability of such external sites or

page, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or page. You further acknowledge and agree that Volunteer Travel Program shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. Intellectual Property

1. You acknowledge and agree that the on-line Services and any necessary software used in connection with the on-line Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.
You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the on-line Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
2. Except as expressly authorized by Volunteer Travel Program or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the on-line Service or the Software, in whole or in part.
3. Volunteer Travel Program grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable statute and other express law.
4. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the on-line Service.
5. You agree not to access the on-line Service by any means other than through the interface that is provided by Volunteer Travel Program for use in accessing the on-line Service.

18. Indemnification and Liability

You expressly acknowledge and agree that:

1. You agree to indemnify and hold Volunteer Travel Program and its subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by yourself or any third party due to or arising out of Content you submit, post to or transmit through the on-line Service, your use of the on-line Service, your connection to the on-line Service, your violation of the TOS, or your violation of any rights of another.
2. Your use of the on-line Service is at your sole risk. The on-line Service is provided on an "As Is" and "As Available" basis. To the fullest extent permitted by applicable law, Volunteer Travel Program expressly disclaims all warranties, conditions and other terms of any kind, whether express or

implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

3. Volunteer Travel Program makes no warranty or representation that:
 1. The on-line Service will meet your requirements;
 2. The on-line Service will be uninterrupted, timely, secure or error-free;
 3. The results that may be obtained from the use of the on-line Service will be accurate or reliable;
 4. The quality of any products, services, information, or other material purchased or obtained by you through the on-line Service will meet your expectations;
 5. Any errors in the software will be corrected.
4. Any material downloaded or otherwise obtained through the use of the online Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
5. You acknowledge that we may suspend or remove your account if you or a third party acting on your behalf commences legal proceedings against Volunteer Travel or any of its associated companies for any reason.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Volunteer Travel Program OR THROUGH OR FROM THE ON-LINE SERVICE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TOS.

You expressly acknowledge and agree that Volunteer Travel Program shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Volunteer Travel Program has been advised of the possibility of such damages), resulting from:

6. The use or the inability to use the on-line Service;
7. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the on-line Service;
8. Unauthorized access to or alteration of your transmissions or data;
9. Statements or conduct of any third party on the on-line Service;
10. Any other matter relating to the on-line Service.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the on-line Service of these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. Ordering Products and Subscriptions

Once you have placed an order for any goods or services via this web site, the order will not be treated as having been accepted until you receive confirmation from us that this is the case. This confirmation may be by email or post. The decision as to whether to accept any order from you is at our discretion and we are not bound to do so. Complaints or claims must be notified to us within twenty eight days of receipt of goods, or in the case of non-delivery, in a reasonable time after the goods were expected to arrive. You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim which you may have or allege to have or for any other reason whatsoever.

20. Global Control and Export

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom, the United States and the country in which you reside (if different from the aforementioned). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF HEADED "INDEMNIFICATION AND LIABILITY. MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TOS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF Volunteer Travel.

21. Trademarks

"Volunteer Travel, the Volunteer Travel Program, and "Cambodian Travel Partner" are trademarks of Volunteer Travel Program ("Cambodia Travel Partner Co., Ltd). Without Volunteer Travel's prior permission, you agree not to display or use in any manner, the Volunteer Travel Program Marks.

22. Intellectual Property and Service Abuse

Volunteer Travel Program respects the intellectual property of others, and we ask our users to do the same. If you believe that any of your intellectual property rights have been infringed on the on-line Service, please provide Volunteer Travel Program with the following information via email to webmaster@cambodiavolunteer.info

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

23. Superseding

1. These TOS (including the guides and rules referred to herein) constitute the entire agreement between you and Volunteer Travel Program and govern your use of the on-line Services, superseding any prior agreements between you and Volunteer Travel. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These terms do not affect your terms and conditions in relation to any venture or TEFL course you undertake with Volunteer Travel.
2. The TOS and the relationship between you and Volunteer Travel Program shall be governed by the laws of England. You and Volunteer Travel Program agree to submit to the exclusive jurisdiction of the English courts.
3. Any failure by Volunteer Travel Program to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.
4. The section titles in the TOS are for convenience only and have no legal or contractual effect.

24. Notices to Users

1. Notices to you may be made via either email or regular mail. The on-line Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the on-line Service.
2. Volunteer Travel Program will not be held responsible for non-delivery of electronic mail under any circumstances during the course of serving notices.

25. Notices Volunteer Travel

1. Please report any violations of the TOS to Volunteer Travel Program via:
2. Registered post to Cambodian Travel Partner Co., Ltd
3. By electronic mail to webmaster@cambodiavolunteer.info.