

# TERMS OF SERVICE



# I. ACCEPTANCE OF TERMS

The services and/or products provided to you by INGROUP INTERNATIONAL LLC d/b/a INCRUISES® INTERNATIONAL LLC, or for Puerto Rico residents, INCRUISES PUERTO RICO LLC, hereinafter referred to as "**we**", "**us**", "**our**", "**inCruises**", or the "**Company**", its subsidiaries, agents and affiliates, in conjunction with inCruises.com (hereinafter referred to as the "**Site**" or the "**Website**"), are subject to the following Terms of Service and Privacy Policy (hereinafter referred to as the "**TOS**"). If you do not understand or agree to be bound by (or cannot comply with) any part of the TOS described herein, you must immediately cease using the Site. inCruises reserves the right to update the TOS at any time, with or without notice to you. The current version of the TOS can be reviewed by following the URL link at the footer of inCruises web pages.

# II. NON-COMMERCIAL USE

The materials, products and services provided on web pages owned and/or controlled by inCruises, including the information and any images incorporated in inCruises' website, products and/or services are for your private personal non-commercial use only (hereinafter referred to as the "**Materials**"). You may not, without prior written consent from inCruises, modify, republish, post, copy, display, perform, reproduce, license, create derivative works from, sell or transmit the Materials or anything you obtain or download from the web pages owned and/or controlled by inCruises.

You may contact inCruises regarding permission to use the Materials, permission for which inCruises may grant or refuse at its sole and absolute discretion. Please contact us at the address below:

By International Mail:  
inCruises International LLC  
St. 1- Lot #3, Suite 500 (Metro Office Park 3)  
Guaynabo, Puerto Rico 00968-1705

**Please include in your contact:** (i) your name, (ii) your address, (iii) your phone number, (iv) an identification of the Materials you wish to use, (v) the place and purpose you wish to use the Materials and (vi) the extent to which you wish to use the Materials.

# III. ELIGIBILITY

inCruises' website, products and/or services are intended for use and access solely by those individuals that are eighteen (18) years of age and older. By using and/or accessing inCruises website, products and/or services, you represent and warrant that you have the right and capacity to enter into this agreement. Furthermore, you represent and warrant that you will, at all times, abide by all the terms and conditions contained within this TOS agreement and any other associated agreement and that:

- i. all registration information you provide is truthful and accurate;
- ii. you will update the registration information as necessary to maintain its accuracy;
- iii. you are at least eighteen (18) years of age; and
- iv. your use of inCruises' website, products and/or services does not violate any applicable law.

inCruises reserves the right, at its sole discretion, to immediately terminate your account if inCruises believes you are under the age of eighteen (18).

## IV. YOUR CONTENT

Through use of inCruises' website, products and/or services inCruises provides you access to a variety of resources and content. inCruises' website, including any updates, enhancements, addons, improvements, additional features, upgrades and/or the addition of any new functionality are subject to this TOS.

Through use of inCruises' website, products and/or services you may be provided the capability to submit images, photos, reviews, messages, posts, public profile information, downloadable products, offers for the sales of goods and/or services, votes or other content (hereinafter, "**Your Content**"). You are solely responsible for Your Content and no ownership rights are created in inCruises by way of you submitting Your Content to inCruises' website. Once provided, inCruises may or may not provide means for you to remove all or a portion of Your Content. Your responsibility related to Your Content includes anyone's reliance upon the quality, accuracy or reliability of Your Content. Furthermore, you hereby assume all risk related to Your Content and to anyone's use of Your Content. Additionally, by submitting Your Content, you are representing and warranting that you have the right to submit Your Content. This includes representing and warranting that Your Content:

- i. is not false or misleading;
- ii. is only placed in applicable categories, forums or lists on the Site;
- iii. is not defamatory; or
- iv. does not violate any third-party's trademarks, patents, copyrights, trade secrets, moral rights, privacy rights, rights of publicity or any other intellectual property, contractual or other proprietary right.

You also represent and warranty that Your Content is not:

- i. unlawful in any manner;
- ii. comprised of speech that may violate laws related to hate speech;
- iii. pornographic material;
- iv. material that harms or otherwise exploits minors;
- v. content, except as allowed by local, state and federal law, related to the sale or trade of regulated articles, including, firearms and other dangerous weapons, ammunition, tobacco, alcohol, alcoholic beverages, and controlled substances;
- vi. content related to dating or sexual activities of individuals under the age of eighteen (18);
- vii. content related to the use of alcohol targeted at individuals under the age of twenty-one (21);
- viii. content related to prostitution or the exchange of sexual or erotic services for pecuniary gain;
- ix. content that encourages or promotes the suffering or death of any individual or animal, including, but not limited to, torture, rape, physical abuse and violence;
- x. content that is derogatory or inflammatory to any individual or group based on sexual orientation, disability, race, color, ethnicity, religion, age or gender;
- xi. content related to or promoting gambling, including games of chance, sports betting, operations similar or equivalent to those found at casinos and card games;
- xii. content related to or promoting illegal activities, including chain letters, pyramid schemes, sweepstakes, trafficking, sale or trade of false documents or credentials;
- xiii. content that contains harmful functionality, including, but not limited to, viruses, Trojans, worms, spyware and adware;
- xiv. content that is subversive to the government or other organization in a manner prohibited by law; or
- xv. content that is in violation of any applicable law or regulation.

By submitting Your Content, you are irrevocably granting users of inCruises' website, products and/or services the right to access Your Content until the time you no longer want this content to be used with the inCruises platform by removing Your Content from the service and/or deleting your user account. You also agree to waive any claims or assertions against inCruises, its affiliates and users, of moral rights with respect to Your Content.

## V. COMPANY'S USE OF YOUR CONTENT

You are not waiving any intellectual property rights you have in regards to Your Content when allowing inCruises to use Your Content at your sole discretion to promote Your Content and business offering, and you hereby grant inCruises license to use Your Content for these purposes. inCruises does not in any way take over, or make claims to own any part of any content in which you have secured intellectual property ownership over. However, by way of the aforementioned license, you have granted inCruises use of Your Content in a variety of ways, including but not limited to:

- i. publicly displaying Your Content;
- ii. changing or manipulating Your Content for use with inCruises' website, products and/or services;
- iii. distributing Your Content; and
- iv. promoting Your Content.

You shall not be entitled to any compensation or remuneration for inCruises' use of Your Content in any manner. Furthermore, inCruises is not required to, nor will inCruises, credit you, your ownership or rights in Your Content when inCruises utilizes your content in the aforementioned manners.

## VI. REMOVAL OF CONTENT

inCruises reserves the right to remove or alter some or all of Your Content, at inCruises' sole discretion, without liability and without notice to you. inCruises is not required to maintain or provide a copy of Your Content in its original form, nor does inCruises agree to any confidentiality or provisions of non-disclosure with respect to Your Content.

If you believe your work has been copied and posted on or through inCruises' website, products and/or services in a way that constitutes copyright infringement or infringement of any other applicable intellectual property law (hereinafter referred to as the "**Offending Material**"), please send inCruises' Copyright Agent a notification of claimed infringement with all of the following information: **(i)** identification of the Offending Material, or, if multiple Offending Materials are covered by a single notification, a representative list of such works; **(ii)** identification of the Offending Material and information reasonably sufficient to permit us to locate the Offending Material (e.g., providing URL(s) where the Offending Material may be found); **(iii)** information sufficient for us to contact you (e.g., address, telephone number and/or an email address); **(iv)** a statement by you that you have, in good faith, a belief that the Offending Material's use is not authorized by the copyright owner, its agent, or the law; **(v)** a statement by you, made under penalty of perjury, that the above information is accurate and that you are the owner, or are authorized agent of owner, of the Offending Material; and **(vi)** your physical or digital signature.

inCruises' Copyright/Trademark Compliance Agent can be reached by sending a letter, via certified mail to:

By International Mail:  
inCruises International LLC  
St. 1- Lot #3, Suite 500 (Metro Office Park 3)  
Guaynabo, Puerto Rico 00968-1705

## VII. USER ACCOUNTS

inCruises may require you to open an account and provide certain registration information as prompted by one or more registration forms. You are responsible for maintaining the confidentiality of your passwords, usernames and e-mail addresses provided to inCruises. You are entirely responsible for any and all activities that occur on your account. inCruises is not liable for any loss that you may incur as a result of someone else's misuse of your account or password, either with or without your knowledge. Furthermore, you may be liable for losses incurred by inCruises, its affiliates, representatives, agents or assigns due to someone else using your account or password.

You agree that your e-mail addresses will not contain any vulgar or offensive terms, words, phrases or in any other way violates this agreement. inCruises reserves the right, at its sole discretion, to immediately terminate any account it believes uses an email address in violation with this section of the agreement.

Additionally, if you wish to utilize services on the Site or make purchases from inCruises or third party vendors, you may be required to provide certain purchasing data as described and detailed in the related [Payment Agreement](#).

## VIII. FREE REGISTERED MEMBERS STATUS

You agree that by signing this Agreement you are choosing to register as a Member of inCruises which will give you limited access to the inCruises website and booking engine. inCruises will award Registered Members 50 complimentary Reward Points after the initial sign-up process and you will be allowed to use these for the purchase of a cruise or a resort hotel stay through the inCruises website. Registered Members will not be required to make a payment to be registered or awarded the complimentary Reward Points. Registered Members will not have access to Membership benefits until they upgrade to a paid plan. When a Registered Member upgrades to a paid plan, he/she will have Active Member status. Registered Members may review available travel options on the website, but cannot take advantage of the exclusive savings available only to Active paying Members. If you wish to upgrade to a paid plan you can do so via your web portal on the inCruises website. To review the benefits of being an Active paying Members please refer to (intro video or simple company) and the Membership Agreement for more details.

Complimentary Reward Points will be subject to the following Terms and Conditions:

- i. Can be used to reduce the retail price of a cruise, hotel, or resort booked on the inCruises Website up to a 17 % to buy a cruise or a hotel resort stay.
- ii. Cannot be combined with other offers and cannot be transferred.
- iii. Will expire 36 months from registration, unless the Registered Members upgrades to a paid Membership plan.

- iv.** If a Registered Member upgrades to a paid Membership plan any unused complimentary Reward Points will be available to use under the terms of their chosen paid Plan. Please note that Registered Members are not awarded additional Reward Points unless they upgrade to a paid Membership plan.
- v.** Cruises and hotel/resort stays must be booked through our website and the complimentary Reward Points can only be used for cruise fare(s) or hotel/resort room fees quoted and confirmed at booking, including port charges and applicable government taxes and fees. Cruises booked with the complimentary Reward Points must be made 21 days in advance.
- vi.** Complimentary Reward Points may not be used to pay for flights, stateroom or guest room upgrades after a confirmed booking, travel insurance, processing fees, cancellation fees, name change fees, or fees of any kind related to the cruise or hotel/resort stay, pre-paid gratuities, tours, and excursions, specialty meals and beverage packages and/or personal expenditures once onboard (including medical expenses and/or gratuities).
- vii.** Registered Members can only use 100% of their complimentary Reward Points balance to pay for a cruise or hotel/resort stay.
- viii.** Registered Members can only use Reward Points to book a cruise they will be a passenger of or a hotel/resort where they will be staying.
- ix.** If a Registered Member upgrades to a paid plan and becomes an Active Member without using the complimentary Reward Points and then later the account goes inactive, these Reward Points will be lost. However, if a Registered Member upgrades to a paid Membership plan and uses a portion of Reward Points and then later goes inactive the unused Reward Points will be added to their inactive Members account.

## IX. ONLINE CONDUCT

By using the Site, you agree that you will be solely and personally responsible for your use of the Site and its Services and that you will indemnify and hold harmless inCruises, its licensors, affiliates, employees, officers, members, managers, attorneys, advisors, partners, investors, lenders and directors from all claims for liabilities, losses and expenses, including reasonable attorney's fees, from third parties arising from your conduct. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole and absolute discretion, violates this provision, including, without limitation, removing the offending content from inCruises' Website and its Services and terminating the account of such violators and/or reporting such content or activities to law enforcement authorities or other governmental agencies. In addition, you agree not to engage in any of the following:

- a.** You agree not to post, transmit, promote or distribute illegal content.
- b.** You agree not to facilitate or promote illegal activities or conduct that is harassing, threatening, abusive, disparaging, libeling, slandering, defaming, embarrassing, or otherwise engaging in any other disruptive behavior including facilitating or promoting information that you know is false or misleading.
- c.** You agree not to post, transmit or facilitate the distribution of Content that is offensive, harmful, abusive, racist, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable.
- d.** You agree not to post, transmit, promote or facilitate illegal or unauthorized copy of another person's copyrighted work or infringe upon any intellectual property rights, including the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or company that you do not own or have the right to freely distribute.

- e.** You agree not to attempt in any way (or authorize, encourage or support others attempts) to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with inCruises' Website or its Services. Additionally, you agree not to interfere with, hack into or decipher any transmissions to or from the servers running the Service. Furthermore, you hereby agree to immediately advise us promptly of any such unauthorized use(s) or attempt(s).
- f.** You agree not to access, alter, delete or cancel another user's account, or any user profile information or user content, except as otherwise provided for in the process for initial sign-up of new Members.
- g.** You agree not to solicit or attempt to obtain any login information, passwords, social security numbers, credit card information or other personal or financial information from other users. Moreover, you agree not to tell anyone, including staff, your password and not to enter your password in any website or form outside of the Site or in any survey, either inside or outside of the Site.
- h.** You agree not to provide on the Site or to inCruises, including employees of inCruises, your social security number, credit card information unless the disclosure is associated with **(i)** a valid transaction for the purchase of products or services through the Site or **(ii)** your joining our optional Independent Partner Program, for which your social security number is needed to notify the proper authorities (e.g., the Internal Revenue Service) regarding monies earned through the program.
- i.** You agree not to impersonate other users, indicate that you are an affiliate, employee, independent contractor, representative, member, officer agent of inCruises or otherwise associated with or related to inCruises or its affiliates, or attempt to mislead users by indicating that you represent inCruises or any of inCruises' licensors or affiliates.
- j.** You agree not to engage in, claim to engage in, promote, or encourage any illegal, fraudulent, or criminal activity including, but not limited to making or buying illegal weapons, making or buying illicit controlled substances, violating someone's privacy, hacking, cracking, phishing, creating and distributing computer viruses or counterfeit software.
- k.** You agree not to post, upload or distribute files, images, link, or content that may contain or lead to a virus or viruses or corrupted data, or contains nudity, excessive violence, offensive subject matter or any sexually suggestive behavior or otherwise constitutes prohibited content as described above.
- l.** You agree not to post messages for any purpose other than personal communication, including, without limitation, advertising, contests, sweepstakes, promotional materials, chain letters, and/ or pyramid schemes.
- m.** You agree not to improperly use customer support resources to make false reports to inCruises.
- n.** You agree not to modify, reproduce, distribute or remove or create any derivative works of inCruises or any content displayed therein, or any component thereof including, but not limited to copyright, patent, confidentiality, or other notices, labels or legends on the Site.
- o.** You agree not to send unsolicited emails or other electronic communications, commercial or otherwise, as an advertisement for the Company's services without first obtaining prior confirmed consent from the recipient of said email.
- p.** You agree not to add content to your profile or anywhere else on the Site that obscures or hides Site logos, trademarks, buttons, links or banners, or alters the format or appearance of the Site in any other way. We reserve the right to delete any such user content at its sole and absolute discretion and without informing users.

## X. TERMINATION/SUSPENSION

inCruises reserves the right, at its sole discretion, to terminate, suspend or otherwise limit your account, for any or no reason at all, without your consent, prior notice or explanation and without liability. You may terminate or suspend your account at any time for any reason.

## XI. UNLAWFUL USE

You agree not to use the website, products and/or services provided by inCruises for any purpose that is unlawful or prohibited by any state, federal or applicable international law. inCruises reserves the right to terminate your use of its website, services and/or products and/or prosecute any violations of this policy.

## XII. LINKS AND VENDORS

inCruises provides, for your convenience, links to some of its affiliates, other third-party organizations and access to the products and services of third-party merchants and vendors. Unless stated otherwise, these linked sites, products and services are not under control of inCruises and inCruises does not warrant, nor is it responsible for the contents of any linked site or the product or services provided by any third-party merchant or vendor. The links do not indicate an endorsement of the linked site by inCruises. inCruises disclaims all warranties, conditions or other terms express or implied as to any such linked site, including, without limitation, as to accuracy, ownership, validity or legality of any content of a linked site.

## XIII. UNSOLICITED IDEAS OR SUGGESTIONS

inCruises or any of its employees do not accept or consider unsolicited ideas. inCruises asks that you do not send any artwork, samples, demos or other works. inCruises wishes to avoid any potential misunderstandings or disputes that may arise if an idea of inCruises may seem similar to those you submit. If you do submit ideas or materials to inCruises, inCruises makes no assurances that your submission will be treated as confidential or proprietary.

## XIV. DISCLAIMER

You expressly agree that the use of the service, website and the internet is at your sole risk. The website and inCruises' products and services, third-party services and products are provided on an **"as is"** and **"as available"** basis for your use, without warranties of any kind, either express or implied, including, without limitation, any warranty of merchantability, non-infringement or fitness for a particular purpose. inCruises provides the service on a commercially reasonable basis and does not guarantee that you will be able to access or use the service at times or locations of your choosing, or that inCruises will have adequate capacity for the service as a whole or in any specific geographic area.



## XV. LIMITATIONS OF LIABILITIES

The site and its services are provided **"as is"** without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We do not guarantee that the site or its services will be safe or secure. You acknowledge and agree that your sole and exclusive remedy for any dispute with inCruises or its services is to stop using the service, and to terminate your account. You acknowledge and agree that in no event will inCruises, its licensors, affiliates, employees, officers, members, managers, attorneys, advisors, partners, investors, lenders or directors be liable for any act or failure to act by them or any other person regarding the use, conduct, communication or content on the service. Moreover, in no case shall inCruises, its licensors, affiliates, employees, officers, members, managers, attorneys, advisors, partners, investors, lenders or directors be liable for any indirect, special, incidental, consequential or punitive damages (including, without limitation, those resulting from loss of profits, loss, alteration or deletion of data, including any content, loss of use or goodwill, or other intangible loss) arising from your use of the service, website, internet or for any other claim related in any way to your use of or registration with the service, whether based on warranty, contract, tort or any other legal theory and whether or not inCruises or any of inCruises' licensors, affiliates, employees, officers, members, managers, attorneys, advisors, partners, investors, lenders or directors has been advised of the possibility of such damages. inCruises' aggregate liability arising out of this statement will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us in the past six months. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, inCruises' and inCruises' licensors', affiliates', employees', officers', members', managers', attorneys', advisors', partners', investors', lenders' or directors' liability shall be limited to the fullest extent permitted by law. inCruises does not endorse, warrant or guarantee for the actions, content, information, or data of third parties and inCruises will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. Moreover, you release inCruises and inCruises' licensors, affiliates, employees, officers, members, managers, attorneys, advisors, partners, investors, lenders, directors, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. If you are a California resident, you waive any rights you may have under California civil code §1542, which says: **"a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"**.

## XVI. COPYRIGHTS

© 2015-Present, inCruises, All Rights Reserved.

## XVII. TRADEMARKS

Any rights not expressly granted herein are reserved.

## XVIII. JURISDICTION - FORUM SELECTION

Unless otherwise specified in a written agreement provided by and executed by inCruises, without reference to conflicts of law principles, the laws of Puerto Rico shall govern and control this agreement, with respect to any legal action concerning the website(s) and Services provided by inCruises. By using inCruises' website service and/or products provided by inCruises, you are agreeing that any and all disputes arising out of, or relating to the TOS, will be first negotiated in good faith by the parties, and if such negotiations do not result in a mutually agreeable resolution, either you or inCruises may bring a claim against the other, provided that such a claim shall exclusively be brought in the jurisdiction and venue in the state or federal courts located in Puerto Rico. You and inCruises hereby irrevocably submit to the exclusive jurisdiction of such courts for any such claims, and waive any objections to such courts based on venue or the doctrine of forum non- conveniens.

## XIX. SUCCESSORS AND ASSIGNS; THIRD PARTY BENEFICIARIES

This TOS is binding upon and will insure to the benefit of you and inCruises and its respective permitted successors or assigns. Nothing in this TOS, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this TOS.

## XX. DISCLOSURES REQUIRED BY LAW AND OTHER INSTANCES

There are other instances in which inCruises may divulge your personal information, such as when required by law, regulation, or litigation. inCruises may also disclose your personal information if inCruises determines that such disclosure should be made for reasons of national security, law enforcement, or other issues of public importance.

## XXI. TRACKING

In order to improve the services and products of inCruises and inCruises' website, inCruises may utilize **"cookies"**, **"web beacons"**, and/or similar devices to track your activities. A cookie is a tiny amount of data that is transferred by a web server to your browser and can only be read by the server that transferred it to you. A cookie functions as your identification and enables inCruises to record your passwords, purchases, and preferences. A cookie cannot be executed as code or deliver viruses. A web beacon is a small transparent gif image that is embedded in an HTML page or email used to track when the page or email has been viewed. A similar method may be used by which a service and/or product may send data to a server or other remote computing device when a set of user-initiated events occur. This method is similar to a cookie in that it may track your visit and the data can only be read by the server that receives the data.

inCruises may use cookies and similar devices to track your use of the website and the products and services, and web servers may automatically log the IP/Internet address of your computer. inCruises does not generally use this information to identify you personally. If you expressly provide consent for the website or the products and/or services to record the unique identifier that you select when you register for various activities on the website or the products and/or services, that unique identifier will be stored on a persistent cookie on your computer and that unique identifier will be linked to your personal information. As a result, your navigation path around the website and the products and/or services may be tracked in identifiable form.

## XXII. PUBLIC CONTRIBUTIONS

Through your use of inCruises' website, products and/or services, you may contribute information (e.g., reviews, photos, messages, forum posts, public profile information, voting). inCruises may store this information (hereinafter, the "**Public Contribution**"). Public Contributions may be shared with other users and/or used for other purposes as deemed appropriate by inCruises. inCruises is not responsible for the information shared by you in any Public Contribution. Any Public Contribution may be disseminated by inCruises and provided to third-parties for use and publication with the websites, products and/or services of the third-party.

## XXIII. CONTESTS AND PROMOTIONS

inCruises may run contests or other promotions on inCruises' website, products and/or services that request entrants to submit personal and/or contact information that will be collected and stored. inCruises may use the information collected and stored to verify the entrant's eligibility to participate in the contest or other promotion and to communicate with the participant. inCruises will not share the entrant's information with any third-party unless the participant is the winner or as may be required by law.

## XXIV. INVESTIGATIONS

inCruises and its affiliates reserve the right to investigate, review and enforce any appropriate terms or policy applicable to a user. inCruises may make any disclosure reasonably necessary to: **i)** prevent illegal activity from occurring or continuing to occur on inCruises' website, **ii)** enforce any section or term contained in any of inCruises' agreements, **iii)** comply with any request received from a court or government agency with proper authority to make such a request, **iv)** protect the rights, security, reputation, dignity, and/or property of inCruises, inCruises' affiliates, users and/or the general public.

## XXV. PAYMENT TERMS

For Payment Terms, please see our [Payment Agreement](#).

## XXVI. MONITORING

inCruises monitors the Site and the Services for content that is or may be in violation of the terms of this Agreement. However, inCruises does not guarantee that any information contained on the Site is accurate, complete, factual or authenticated.

## XXVII. ENTIRE AGREEMENT

This TOS sets forth the entire agreement and understanding of you and inCruises relating to the subject matter hereof and merges all discussions, representations, covenants, promises, discussions, negotiations, and exchanges between you and inCruises with respect thereto.

## XXVIII. MODIFICATION AND WAIVER

We reserve the right to modify or otherwise update these TOS at any time and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms. No waiver of any rights is to be charged against inCruises unless such waiver is in writing signed by an authorized representative of inCruises.

## XXIX. UNENFORCEABLE PROVISIONS

If any provision of this TOS is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this TOS will remain in full force and effect, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible gives effect to inCruises' intent.

## XXX. CALIFORNIA PRIVACY RIGHTS

Residents of the State of California, under the California Civil Code, have the right to request from companies conducting business in California a list of all third parties, if any, to which inCruises has disclosed Personal Information during the preceding year for direct marketing purposes (e.g., requests made in 2014 will receive information about 2013 sharing activities). We comply with this law by offering our visitors the ability to tell us not to share your personal information with third parties for their direct marketing purposes. To make such a request, please write to us at the address below.

You must include this Site as the subject line, and your full name, e-mail address, and postal address in your message.

## XXXI. EFFECTIVE DATE

These Terms of Service are effective as of September 1st, 2015, and shall remain in effect until modified and/or updated as provided in [Section XXVIII](#) above.

## XXXII. CONTACT INFORMATION

If you wish to contact inCruises for any reason, please address your inquiries to:

By international mail:  
inCruises International LLC  
St. 1- Lot #3, Suite 500 (Metro Office Park 3)  
Guaynabo, Puerto Rico 00968-1705