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- utilize any software, application, or algorithm, whether integrated in a browser or otherwise, that frames, modifies or adds content to the layout, design, or content of any web page or application making a part of the Service;
- transmit or otherwise transfer any web pages, data or content making a part of the Service to any other computer, server, web site, application or other medium for mass distribution or for use in any commercial enterprise;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Service;
- take any action that imposes a burden or load on the Service's infrastructure that The BHTA deems in its sole discretion to be unreasonable or disproportionate to the benefits The BHTA obtains from your use of the Service; or
- post or transmit via the Service (a) any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane information or material, (b) any information or material that (i) could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, (ii) infringes the rights of others or violates their privacy or publicity rights, (iii) is protected by copyright, trademark or other proprietary right (unless with the express written permission of the owner of such right), (iv) contains a virus, bug or other harmful item, or (v) is used to unlawfully collude against another person in restraint of trade or competition.

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THE BHTA SHALL HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

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#### **INDEMNIFICATION**

You shall defend and indemnify The BHTA and any Third Party Suppliers and its and their respective owners, officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the Service (including

without limitation any violation by you of these terms and conditions, any law or the rights of a third party).

### **GOVERNING LAW AND VENUE**

These Terms of Use and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of Barbados, without giving effect to any conflicts of laws principles that require the application of the law of a different state. The parties expressly consent to the personal jurisdiction and venue in the state and federal courts of Florida for any lawsuits arising from or related to these Terms of Use. The prevailing party in any such action shall be entitled to recover all reasonable attorney's fees and any costs of litigation.

### **INJUNCTIVE RELIEF**

You acknowledge that a violation or attempted violation of any of these Terms of Use will cause such damage to The BHTA as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that The BHTA shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

### **PRIVACY**

You have read the The BHTA [Privacy Policy](#), the terms of which are incorporated herein, and you agree that the terms of such policy are reasonable. You consent to the use of your personal information by The BHTA and/or its Third Party Suppliers in accordance with the terms of and for the purposes set forth in the BHTA Privacy Policy.

### **TAXES AND SERVICE FEES**

The room rate displayed on the Website includes a fee which is retained by us to compensate us for the Services. At the time of booking we collect a deposit payment from you which we retain as a transactional fee and you pay the remaining amount due (including any applicable fees and government taxes) directly to the hotel. Our transactional fees vary based on a variety of factors. If you book a hotel room, activity or rental car, you agree that your credit card will be charged by Regatta Hotel Reservations for the amount of the deposit. By submitting your reservation request you authorize The BHTA to facilitate hotel reservations on your behalf. Please remember that you may incur other charges during your stay that are not payable to us and are not included in the quoted price, such as extra-person or extra-bed charges, resort fees, gratuities, hotel energy surcharges, parking fees, telephone fees, room service, movies, mini-bar, and incidentals.

### **ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions of The BHTA and/or its Third Party Suppliers may apply to reservations, purchases of goods and services and other uses of the Service. You agree to abide by any such additional terms and conditions and you understand that if you violate any such terms and conditions, it may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any amounts paid for such reservation(s). The BHTA may debit your credit or debit card account or charge you for any costs we incur as a result of such violation. You acknowledge that some Third Party Suppliers offering certain services and/or activities may require you to

sign their liability waiver prior to participating in the service and/or activity they offer.

#### **MISCELLANEOUS**

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