

Privacy Policy

MCM TOURS, Inc. ("MCM TOURS") provides the privacy policy below (the "Privacy Policy") to explain how your personal information will be treated by MCM TOURS and how we address privacy issues on this web site (the "site"). MCM TOURS reserves the right to amend this Privacy Policy at any time. Your continued use of this Site following such modifications will be conclusively deemed acceptance by You of any changes to this Privacy Policy. MCM TOURS will provide reasonable notice that this Privacy Policy has been changed on our web site; please watch for such notices as individual email notice may not be provided.

The term "Third Party" used in this Privacy Policy means any entity other than MCM TOURS.

I. Collection of Personal Information from Site Users

a) MCM TOURS may collect and/or track (1) the home server domain names, e-mail addresses, type of computer, and type of Web browser of visitors to the Site, (2) the e-mail addresses of visitors that communicate with MCM TOURS or the Site via e-mail, (3) information knowingly provided by the visitor in online forms, registration forms, surveys, and contest entries (including name, address, e-mail and other personal profile data), and (4) aggregate and user-specific information regarding page views.

b) MCM TOURS may place Internet "cookies" on visitor's hard drives. Internet cookies save data about individual visitors, such as the visitor's name, password, user-name, screen preferences, the pages of a site viewed by the visitor, and the advertisements viewed or clicked by the visitor. When the visitor revisits the Site, MCM TOURS may recognize the visitor by the Internet cookie and customize the visitor's experience accordingly. Visitors may decline Internet cookies, if any, by using the appropriate feature of their Web client software, if available; however, this may impair certain features of the Site.

c) When a visitor performs a search within the Site, MCM TOURS may record information identifying the visitor or linking the visitor to the search performed. MCM TOURS may also record limited information associated with every search request made by the visitor and use that information to, among other things, solve technical problems with the service and to calculate overall usage statistics.

II. Use of Personal Data Collected

MCM TOURS may use personally identifiable information in a number of ways, such as:

a) To communicate with you about your account, or to communicate information about the Site.

- b) To build higher-quality, more useful services, such as by analyzing usage trends, and by measuring demographics and interests regarding specific areas of the Site.
- c) To provide you with prompt and effective customer service.
- d) To support the operation of the Site (such as account maintenance and record-keeping), troubleshoot problems, resolve disputes, and to enforce our Terms and Conditions.
- e) To inform you about services related to MCM TOURS. You will have the option of opting out of further communications of this type by sending an email to: mcmtours@aruba4u.com with the word unsubscribe in the subject line (Please refer to Section VII below.)

III. Disclosure of Personal Data Collected

MCM TOURS may disclose personally identifiable information about you to Third Parties as follows:

- a) With your consent.
- b) To facilitate a transaction or communication with a Third Party.
- c) To MCM TOURS's agents and advisors (such as our accountants or attorneys). We only disclose the personal information necessary for them to provide their services to you or to us, and only under strict confidentiality restrictions.
- d) As MCM TOURS believes necessary to: (a) comply with law (including court and government orders, and civil subpoenas); (b) enforce or apply MCM TOURS's Terms and Conditions and Rules and Regulations and other agreements; or (c) protect the rights, property, or safety of MCM TOURS, our users, or others.
- e) If you partake (or we reasonably suspect that you are partaking) in any illegal or potentially illegal activity. We may disclose personal information even without a subpoena, warrant, or other court order, to the extent we feel is necessary to inform and cooperate with law enforcement agencies or other appropriate authorities.
- f) In aggregated form, i.e., information about multiple users collectively without identifying any individual user, such as the total number of visitors to the Site in a given week.
- g) Due to circumstances beyond MCM TOURS's control. Despite the precautions we take to protect your personal information, the unfortunate fact is that there is simply no such thing as a perfect security system. Also, we have no control over the security of

the Internet in general. As a result, we cannot guarantee that unauthorized persons will never gain access to your transmissions or information, or that personal information will never be disclosed in ways not covered by this Privacy Policy.

h) In connection with a transfer, reorganization or otherwise, to a successor-in-interest to MCM TOURS's organization or its other material assets.

IV. Collection of Personal Data from Children

To the extent that MCM TOURS is able to determine the age of users by their submissions to, or communications with, the Site, MCM TOURS will not knowingly (a) collect or post information from individuals under eighteen years of age ("Children" or "Child") without their parent's or guardian's consent, or (b) provide any personally identifying information collected from Children, regardless of its source, to any Third Party for any purpose whatsoever.

V. Security Measures

MCM TOURS uses advanced technology to ensure security on all data transmitted via the Site. Secure Sockets Layer (SSL) technology is used to transmit all data between browsers and our web server where applicable. In order to use the Site, users must be running an SSL-capable browser such as MS Internet Explorer 4.0 (or later version) or Netscape Navigator 4.0 (or a later version).

VI. Third Party Web Sites

The Site may contain links to other Internet web sites. Unless we explicitly state otherwise, we have no control over these third party sites and their privacy practices, and this Privacy Policy applies only to information you supply (or that we collect) in connection with use of the Site. You should review third party privacy policies in connection with visiting the Sites.

VII. Opt-Out Right

Visitors may opt-out of having their personal information collected by MCM TOURS, used by MCM TOURS for secondary purposes, or used by MCM TOURS to send promotional correspondence to the visitor, by contacting MCM TOURS via email at: mcmtours@aruba4u.com or via postal mail or telephone at the address below. To the extent you choose to continue using the Site, however, we may use your personal information as may be reasonably necessary in connection with such use.

VIII. MCM TOURS's Right to Contact Visitor

MCM TOURS reserves the right to contact visitors to the Site regarding their records and reservations, as well as changes to the Terms and Conditions, Privacy Policy, or any other policies or agreements relevant to Site visitors.

IX. Access to and Ability to Correct Personal Data

Upon request via postal mail, e-mail, or telephone (during our regular business hours), MCM TOURS will provide to visitors a summary of any personally identifiable information retained by MCM TOURS regarding the visitor. Visitors may modify, correct, change or update personally identifiable information that MCM TOURS has collected through the Site or may cause their personal record to be removed from MCM TOURS's database by contacting MCM TOURS via postal mail, or email address indicated below.

X. Contact Information

If you have any questions regarding this privacy policy or you would like to review, change, and/or remove your personal information, you may contact us at:

E-mail:

mcmtours@aruba4u.com

Mailing address:

MCM Tours, Inc.

5 Odell Plaza

Yonkers, NY 10701

Attn: eCommerce Dept.

User Agreement

By registering and/or using the MCM Tours, Inc. Site, You agree (for yourself and/or on Your company's behalf) to the following rules and regulations without limitation or qualification (the "Agreement"). MCM Tours, Inc. may at any time revise this Agreement. You are bound by such revisions and should therefore periodically visit to review the current Agreement. Your continued use of the MCM Tours, Inc. Site shall indicate Your acceptance of the Agreement as amended. This Agreement was last revised August 14, 2008.

1. Use of the MCM Tours, Inc. Portal

This Agreement provides You with a personal, revocable, non-exclusive, non-transferable license to use the MCM Tours, Inc. Site, conditioned on Your continued compliance with this Agreement. You agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, frame, decompile, or disassemble any aspect of the MCM Tours, Inc. Site (including any prices or service descriptions), with the following exception: You may display, print, and store one electronic copy of content provided by MCM Tours, Inc. for Your personal use. Actual or attempted unauthorized use of the MCM Tours, Inc. Site may result in criminal and/or civil prosecution. You hereby undertake and agree: not to pass Your user-ID/password to any third party without written consent from MCM Tours, Inc. not to use MCM Tours, Inc. for any illegal purpose not to make any attempts to access data other than those attributed to Your own account.

2. Use of the MCM Tours, Inc. Site

You understand that some information offered through the MCM Tours, Inc. Site is offered by third parties that operate services independently from MCM Tours, Inc.. You assume total responsibility and risk for Your use of services and the information about them offered through MCM Tours, Inc.

3. Change of Information and MCM Tours, Inc.

All textual, graphical and other content created by or for MCM Tours, Inc. and appearing on this web site is the property of MCM Tours, Inc., 5 Odell Plaza Yonkers, NY 10701. MCM Tours, Inc. or their suppliers. All rights reserved. MCM Tours, Inc. also owns a copyright in the MCM Tours, Inc. Site as a collective work and/or compilation,

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5. Hyperlinked web sites

MCM Tours, Inc. makes no warranties or representations whatsoever regarding any other web sites, which You may access through this web site. Third party web sites are independent from MCM Tours, Inc., and MCM Tours, Inc. has no control over the content of such web sites, nor does MCM Tours, Inc. have any control over the collection of personal information by third party web sites. In addition, a link to a non-MCM Tours, Inc. web site does not mean that MCM Tours, Inc. endorses or accepts any responsibility for the content or the use of such web site.

6. Privacy Policy

Use of Your personal data is governed by MCM Tours, Inc.'s Privacy Policy which is incorporated herein and can be accessed via the Privacy Policy link.

7. Received Comments or Suggestions

Any comments or suggestions sent to MCM Tours, Inc. becomes the property of MCM Tours, Inc. and may be used without limitation.

8. Exclusion of Warranties/Limitation of Liability

THE MCM Tours, Inc. SITE IS PROVIDED BY MCM Tours, Inc. ON AN "AS IS" AND "AS AVAILABLE" BASIS. MCM Tours, Inc. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MCM Tours, Inc. SITE OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON THE MCM Tours, Inc. SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MCM Tours, Inc. SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MCM Tours, Inc. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MCM Tours, Inc. DOES NOT WARRANT THAT THE MCM Tours, Inc. SITE, ITS SERVERS, OR E-MAIL SENT FROM MCM Tours, Inc. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS UP TO YOU TO TAKE PRECAUTIONS AGAINST VIRUSES AND OTHER ITEMS OF DESTRUCTIVE NATURE. MCM Tours, Inc. ALSO RESERVES THE RIGHT TO ALTER THE CONTENT OF THE MCM Tours, Inc. SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR ANY TYPOGRAPHICAL ERRORS THAT MAY APPEAR ON THE SITE OR FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES. TO THE FULL EXTENT PERMISSIBLE BY

APPLICABLE LAW, NEITHER MCM Tours, Inc. NOR ITS AFFILIATES NOR ANY OF THEIR EMPLOYEES, AGENTS, DIRECTORS, EMPLOYEES, PROPRIETORS, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS AND ASSIGNS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SERVICES PROVIDED AT THE SITE) ARISING OUT OF USE OF THE SITE, THE INFORMATION CONTAINED ON THE SITE, OR ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED AT THE SITE (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF MCM Tours, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. MCM Tours, Inc. ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF OR BROWSING OF THE WEB SITE OR YOUR DOWNLOADING OF ANY MATERIAL, DATA, TEXT, mcm tours/images, VIDEO OR AUDIO FROM THE WEB SITE. FURTHERMORE, MCM Tours, Inc. ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER DUE TO ANY THIRD PARTY'S UNAUTHORIZED ACCESS TO THE WEB SITE, PASSWORDS OR DATA OR INFORMATION IN THE WEB SITE. SHOULD ANY PORTION OF THE FOREGOING LIMITATION ON LIABILITY BE DEEMED UNENFORCEABLE, IN NO EVENT SHALL MCM Tours, Inc.'S AGGREGATE CUMULATIVE LIABILITY IN ANY CIRCUMSTANCES TO THE USER (AND YOUR COMPANY AS APPLICABLE) ARISING OUT OF OR RELATING TO YOUR USE OF THE MCM Tours, Inc. SITE EXCEED \$500. You agree to reimburse and hold harmless MCM Tours, Inc. and its affiliates and any of their employees, agents, directors, employees, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns against any claims arising directly or indirectly from Your use of the MCM Tours, Inc. Site.

9. Termination

Your right to use the MCM Tours, Inc. site may be terminated by MCM Tours, Inc. without notice, and You may stop using the MCM Tours, Inc. Site at any time without notice. Upon termination of this Agreement, Sections 4, 7, 8, 9, and 10 shall survive.

10. Law and Venue

This MCM Tours, Inc. Site, including this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving affect to the choice of law principles thereof). Any dispute arising out of or in relation to this web site, including this Agreement, shall be subject to the exclusive jurisdiction of the federal and state courts of New Jersey. You agree and consent to the personal jurisdiction in the federal and state courts of New Jersey, for any action concerning any dispute arising in connection with this web site or this agreement. You represent that You are using the MCM Tours, Inc. Site

Aruba4u.com (MCM Tours)

Privacy Policy & User Agreement

Last Revised 2/2009

at the direction and for the benefit of Your company, and have authority to bind Your company to this Agreement. If any portion of this Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect.