

TERMS OF USE

Last updated: August 2022.

Thank you for visiting the website of NEMAH Apartment & Vacation Rental Curaçao (“NEMAH”, “we” or “us”). By accessing this website (the “Website”), you acknowledge and agree to accept the following Terms of Use pertaining to the use of the Website, which constitute a legal agreement between you and NEMAH.

Your visit to this Website is subject to these Terms of Use and our Privacy Policy. By visiting the Website, you agree to these Terms of Use and our Privacy Policy, which may be updated by us at any time. If we update our Terms of Use, we will post the updated Terms of Use here. Any such changes will be effective upon posting. You should consult the “Terms of Use” bar on this Website each time you visit the Website. If you do not agree with it, you should not use the Website. If you have any questions or comments about these Terms of Use, please contact us at info@nemahcuracao.com, Kaya Bayete 57, Willemstad, Curaçao, +5999 5215229.

1. Uses of Our Website and Content

All content and information, and all trademarks, logos, copyrights and other intellectual property displayed on the Website is owned by NEMAH or their respective owners. By visiting this Website you agree to the following with respect to the content and information on the Website (the “Content”).

- NEMAH grants you a limited, revocable, nonexclusive and nontransferable right to view, store, bookmark, download, copy and print pages from the Website solely for your personal and noncommercial use only.
- You may not use any trademark, service mark or logo of NEMAH or any third party that appears on the Website without prior written consent.
- You agree not to copy portions of the Website (such as by bots, robots or spiders that “harvest” the Website), interfere with the functioning of the Website or restrict or inhibit any others from using the Website.
- If you download any pages from the Website, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such Content. You may not alter or modify the Content in your copies.

- Unless you receive our permission in advance, you may not exploit any of the Content commercially, forward it as a mass distribution, post it on another site, or otherwise copy, distribute or modify any portion of the Website.
- If you link other websites to this Website, you may not imply or suggest that NEMAH has endorsed or is affiliated with such websites and you may not display this Website as “framed” within another website.
- You may not (and may not encourage or assist others to) violate any law, regulation, rule or the intellectual property or contractual rights of others, or attempt to violate the security of this Website or use or gain access to the identities, information or computers of others through this Website.
- You may not delete, decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of this Website.
- You may not transmit any virus, worm, time bomb or similar system interference or corruptant through this Website.

NEMAH has the right (but not the obligation) to monitor this Website for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you and we may at any time revoke your right to use all or any portion of the Website. NEMAH may investigate any complaint regarding or suspected violation of these Terms of Use, and may report any activity relating to this Website to regulators, law enforcement officials or other persons or entities that it deems appropriate.

2. International Use

The Website is operated and controlled by us on Curaçao, and the Content provided in or accessible through the Website is, unless otherwise specified, directed at residents of Curaçao. Despite the global nature of the Internet, NEMAH makes no claims that the Content or the Website are appropriate or may be viewed or used outside Curaçao. Access to the Website from countries or territories where such access is illegal is prohibited. NEMAH makes no representations that the transactions, products or services discussed on or accessible through the Website are available or appropriate for sale or use in all jurisdictions or by all users. Those who access the Website from outside Curaçao do so on their own initiative and are responsible for compliance with local laws, rules and regulations.

3. Linked Websites

NEMAH does not review or monitor any websites linked from or to the Website and is not responsible for the content of any such websites, or any products or services contained on or accessible through such other websites, their terms of use or privacy policies. You are advised to review the terms of use and privacy policies of any website that you visit. NEMAH disclaims responsibility for the privacy policies and customer information practices of third-party internet websites linked from the Website.

4. Transmission to and from the Website

Any communication or content that you send to the Website is and will be deemed to be non-confidential as between you and us, and NEMAH will be free to use, modify, reproduce and distribute it for any purpose without compensation to you.

5. Password and Security Notification

Certain areas of the Website may be password-protected. You may not attempt to access any password-protected areas of the Website without authorization. If you have been issued a password for the Website, you agree that NEMAH has granted you limited access to specific files pertaining to investments relevant to you, and you agree not to attempt to access other computer files.

All information that NEMAH provides to Website users supplying a password is confidential and intended solely for the information of its intended recipient and/or such recipient's financial, legal or tax advisors, provided that such advisors agree not to disclose any information that is confidential.

You are solely responsible for maintaining the confidentiality of your passwords, account information, user names, and/or security questions and answers for the Website, and for logging off any protected areas of the Website when you finish a session. Accordingly, you should protect the confidentiality of your password, and notify NEMAH immediately if you become aware of its unauthorized use. If you share your password with a third party, you assume all responsibility for all such party's activity related to the Website.

6. Limitation of Liability and Disclaimers

NEMAH its affiliates and their respective officers, directors, managers, partners, members, shareholders, employees, affiliates and agents (collectively "Related Persons") make no representations or warranties and specifically disclaim any and all warranties of any kind, express or implied, with respect to the Website and the Content, including any representations or warranties with respect to merchantability, fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery. Your use of the Website and the Content is on an "as is" and "as available" basis.

In no event shall NEMAH, its affiliates or their Related Persons be liable to any party for any claims, liabilities, losses, costs or damages under any theory, including but not limited to any direct, indirect, punitive, special, incidental, or consequential damages arising out of in connection with any access, use (or inability to use) or distribution of the Website, or any Content therein. This is true even if NEMAH has been advised of the possibility of such damages or losses.

7. Governing Law and Forum

The laws of Curaçao govern these Terms of Use. Any dispute relating to these Terms of Use, or your use of the Website shall be resolved solely in the court located in Willemstad. You agree to waive trial by jury in any such action.