

Archer Travel Service, Inc. Terms of Use

Read this Terms of Use and Sale Agreement before accessing our website.

Last Updated 5/28/2024

This Terms of Use and Sale Agreement sets forth the standards of use of the ArcherTravel.com website and the terms and conditions of all transactions conducted through the ArcherTravel.com website. By using the ArcherTravel.com website you (the “Customer”) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. When we do, we will also revise the “Effective Date” at the top of this agreement. Modifications shall become effective immediately upon being posted at the ArcherTravel.com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

Disclaimer of Warranties

The website is provided by Archer Travel Service, Inc. on an “as is” and on an “as available” basis. The Content included in the ArcherTravel.com website has been compiled from various sources and is subject to change without notice as are any products, pricing, programs, offerings, or technical information described on the ArcherTravel.com website. To the fullest extent permitted by applicable law, Archer Travel Service, Inc. makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. Archer Travel Service, Inc. shall have no liability for any interruptions in the use of this website. Archer Travel Service, Inc. disclaims all warranties regarding the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above referenced exclusion is inapplicable.

Limitation of Liability

Archer Travel Service, Inc. shall not be liable for any damages whatsoever, and in particular Archer Travel Service, Inc. shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or

otherwise, even if Archer Travel Service, Inc. has been advised of the possibility of such damages. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, therefore some of the above limitations are inapplicable.

Indemnification

Customer agrees to indemnify and hold Archer Travel Service, Inc., its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Customer's use of the Service, the violation of this Agreement, or infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or any other right of any person or entity.

Modifications and Interruption to Service

Archer Travel Service Inc. Reserves the right to modify or discontinue the Service with or without notice to the Customer. Archer Travel Service, Inc. shall not be liable to Customer or any third party should Archer Travel Service, Inc. exercise its right to modify or discontinue the Service. Customer acknowledges and accepts that Archer Travel Service, Inc. does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

Third-Party Sites

The ArcherTravel.com website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. Customer acknowledges that Archer Travel Service, Inc. is not responsible for the availability of, or the content located on or through, any third-party site. Customers should contact the site administrator or webmaster for those third-party sites if they have any concerns regarding such links or the content located on such sites. Customer's use of those third party sites is subject to the terms of use and privacy policies of each site, and Archer Travel Service, Inc. is not responsible therein. Archer Travel Service, Inc. encourages all Customers to review said privacy policies of third-parties' sites.

Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Archer Travel Service, Inc. makes

every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. Archer Travel Service Inc. makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

Website Errors

The staff at Archer Travel Service, Inc. makes every effort to ensure that the product inventory levels, pricing, and other product information are accurate. However, because it is possible for mistakes to be made, we do not guarantee the accuracy of the information. Therefore, our customers are advised and encouraged to read the product label to validate ingredients, instructions for use, expiration dates, and other product information. If the label information is unclear or if additional information about a product is required, customers should contact the manufacturer directly. In the event of an inaccuracy in the information provided, the liability of Archer Travel Service, Inc. is limited to a refund of the purchase price and any applicable sales taxes and shipping costs. Archer Travel Service, Inc. also reserves the right to cancel any order and provide a full refund, if necessary, to remediate any issue caused by an error in the information provided.

Privacy Policy

Archer Travel's use of Customer's personal information submitted to ArcherTravel.com through this Web site is governed by the ArcherTravel.com Privacy Policy.

Payment Policy

Customers may purchase products from the ArcherTravel.com website utilizing any one of the payment options indicated during the checkout process. Archer Travel Service, Inc. reserves the right to alter its payment procedures and options at any time without prior notice to Customer.

Shipping Policy & Delivery of Merchandise

Customers may select any one of the shipping options indicated during the checkout process. Archer Travel Service, Inc. reserves the right to alter its shipping procedures and options at any time without prior notice to Customer. The risk of loss and title for all products purchased on the ArcherTravel.com website passes to Customer upon delivery

of the package(s) to the shipping carrier. For additional information on shipping policies, see the Shipping Policies and Information section.

Sales Tax

Archer Travel Service, Inc. charges sales tax for merchandise purchased on the ArcherTravel.com website which is being shipped to locations within the state of California based on the applicable CA state sales tax rate.

Governing Jurisdiction of the Courts of California

Archer Travel Service, Inc. and the ArcherTravel.com website are operated and provided in the State of California. As such, we are subject to the laws of the State of California, and such laws will govern this Terms of Use Agreement, without giving effect to any choice of law rules. Archer Travel Service, Inc. makes no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of California.

Compliance with Laws

Customer assumes all knowledge of applicable law and is responsible for compliance with any such laws. Customers may not use the Service in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

Legal Notices

By Mail:

Archer Travel Service, Inc.
2941 Foothill Blvd.
La Crescenta, CA 91214

By Telephone: 818 248-1511

By Fax: 818 248-5556

By Email: CustomerService@ArcherTravel.com

Seller of Travel: CA # 2001330-10, FL # 35395, HI # TAR-6612, WA # 603352551

All legal notices from Archer Travel Service, Inc. to Customer may be posted on the ArcherTravel.com website and will be considered delivered within thirty (30) calendar days after posting.

Other Terms

If any provision of this Terms of Use and Sale Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. Customer agrees that this Terms of Use and Sale Agreement and any other agreements referenced herein may be assigned by Weiner's Ltd, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use and Sale Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Customer. Customer agrees that by accepting this Terms of Use and Sale Agreement, Customer is consenting to the use and disclosure of their personally identifiable information and other practices described in the ArcherTravel.com Privacy Policy.