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You may use the Site only if you are legally able to form a binding contract in Alberta, Canada or in your jurisdiction. If you are accepting the Terms on behalf of a corporation or other legal entity, you represent and warrant that you are authorized to do so.

As used in these Terms, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, employees, agents, licensors, licensees, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Site and/or its contents.

Changes in Site

We reserve the sole right, in our sole discretion, to either modify or discontinue the Site, including any of the related features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on the Site shall also be subject to these Terms.

Your Obligations

You are solely responsible for your use of the Site and any content you submit as part of your use of the Site.

When using the Site, you agree to abide by the following standards:

- You will obey all applicable laws and regulations
- You will **not** submit any content (privately or publicly) that:
 - a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
 - b. victimizes, harasses, degrades, or intimidates an individual or group of individuals for any reason, including on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary or intellectual property right of any party;
 - d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; and/or

- f. impersonates any person or entity, including any of our employees or representatives.

In addition, you agree as follows with respect to your use of the Site:

- a. not to alter or modify any part of the Site;
- b. not to bypass, disable or otherwise interfere with any security-related features of the Site or features that prevent or restrict use or copying of any Site content or enforce limitations on use of the Site or the Site content;
- c. not to take any action that imposes or may impose (as determined by Kayton Travel Inc. in its sole discretion) an unreasonable or disproportionately large load on Kayton Travel Inc.'s (or its third party providers') infrastructure;
- d. not to use or launch any system that accesses the Site automatically or to install or transmit any computer program or software on or via the Site;
- e. to act in a respectful and conscientious manner when using the Site; in particular, and without limiting the generality of the foregoing, you will not impersonate any other person, harass or stalk any other person, endanger the health or safety of any person, cause computer programs or software to be installed on another user's device without their consent, or distribute or cause other devices to distribute unsolicited commercial electronic messages;
- f. not to use the communication systems provided by the Site for any commercial solicitation purposes, except for as expressly permitted by Kayton Travel Inc.;
- g. not to solicit, for commercial purposes, any users of the Site, except as allowed by the terms set forth in the Projects: Fundraising and Commerce section of these Terms;
- h. that you are not entitled to remuneration or compensation of any kind from us for your use of the Site; and
- i. not to use the Site for any commercial purpose not intended to be allowed by the Site without our prior written consent, including but not limited to:
 - i. the sale of access to the Site;
 - ii. the sale of advertising, sponsorships, or promotions placed on or within the Site or its content; and/or
 - iii. the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Site content (other than your user content) delivered via the Site, unless other material not obtained from us appears on the same page and is of sufficient value to be the basis for such sales.

We neither endorse nor assume any liability for the contents of any material on Kayton Travel Inc..com, including material uploaded or submitted by third party users of the Site.

In addition, you may not use the Site to attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and

enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

YOUR FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS AND RESTRICTIONS OF USE CONSTITUTES GROUNDS FOR US TO IMMEDIATELY, AND IN OUR SOLE DISCRETION, TERMINATE YOUR ACCESS TO AND USE OF THE SITE AND ITS CONTENTS. You agree that we may at any time, and at our sole discretion, terminate your membership, or other affiliation with the Site without prior notice to you for violating any of the above provisions. **IN SUCH EVENT, WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH THE TERMS OR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM YOUR USE OF THE SITE, NOR FOR ANY INTERRUPTION OR TERMINATION OF YOUR ACCESS OR USE OF THE SITE.**

In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Site, including without limitation cooperating with law enforcement authorities in investigating suspected criminal violations.

DISCLAIMERS

Kayton Travel Inc. cannot guarantee and does not promise any specific results from use of the Site.

Kayton Travel Inc. does not guarantee that any content or user submissions will be made available on the Site.

Third Party Site and Information

The Site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, privacy practices, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the sites or party by us, or any warranty of any kind, either express or implied. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us and our Affiliates with respect such links, website and third-party information, and, to the extent permitted by applicable law, agree to indemnify and hold us and our Affiliates harmless to the fullest extent allowed by law regarding all matters related to your use of the Site. We assume no responsibility for your use of, nor the content of, sites not controlled by us and your use of such websites is entirely at your own risk.

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Unauthorized Use of Materials

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. Subject to our Privacy Policy, any communication, content or material that you transmit to the Site or to us, whether by electronic mail, post, or other means, for any reason, will be treated by default as non-confidential and non-proprietary.

While you retain rights in such communications, content or material, you grant us and our Affiliates a non-exclusive, irrevocable, royalty-free and fully paid-up, perpetual, sublicensable, transferable and universal right and license to:

1. copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used;
2. (and to allow other users to) stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the content and material, in connection with the provision of the services available on the Site; and
3. use and publish, and to permit others to use and publish, the name(s), trademarks, likenesses, and personal and biographical materials of you and the members of your group, in connection with the provision of the services available on the Site.

You also waive your moral rights in such communications, content or material in favor of Kayton Travel Inc. and our Affiliates.

Disclaimer of Warranties

ALL MATERIALS ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SITE AND MATERIALS WILL MEET YOUR REQUIREMENTS OR BE FIT FOR YOUR PURPOSE OR PARTICULAR USE, (B) YOUR USE OF OR ACCESS TO THE SITE AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SITE, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SITE AT THE SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS

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THE SITE COULD INCLUDE BUGS, VIRUSES, TROJAN HORSES, OR OTHER DAMAGING OR MALICIOUS COMPUTER PROGRAMS OR SOFTWARE, AND THE SITE PROVIDED COULD BE INTERRUPTED OR CEASED FROM TIME TO TIME. THE USE OF THE SITE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH THREATS OR ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and/or services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SITE, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

Content available through the Site often represents the opinions and judgments of an information provider, Site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of any opinion, advice, or statement made by anyone other than an authorized Kayton Travel Inc. spokesperson speaking in his/her official capacity. You understand and agree that temporary interruptions of the services available through the Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR OF ANY WEBSITES REFERENCED OR LINKED TO FROM THE SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SITE OFFERED THROUGH THE SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THE SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN THE EVENT THAT ANY CLAIM OR LIABILITY ARISES AGAINST US, OUR AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SITE AND/OR RELATED SITE OR ANY OTHER CIRCUMSTANCE GIVING RISE TO LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL NOT EXCEED \$50.

Kayton Travel Inc. has no special relationship with or fiduciary duty to you. You acknowledge that Kayton Travel Inc. has no control over, and no duty to take any action regarding: which users gains access to the Site; what content you access

via the Site; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release Kayton Travel Inc. from all liability for you having acquired or not acquired content through the Site.

Indemnification

UPON A REQUEST BY US, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING SOLICITOR-CLIENT COSTS ON A FULL INDEMNITY BASIS, THAT ARISE FROM YOUR USE OR MISUSE OF THE SITE, YOUR VIOLATION OF ANY OF THE TERMS, YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHT, OR ANY CLAIM THAT YOUR CONTENT CAUSED DAMAGE TO A THIRD PARTY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS AND YOUR USE OF THE SITE.

Participation in Promotions

From time to time, the Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing or promoting their products on the Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

E-mail, Messaging, Blogging, and Chat Site

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of the Site, either directly or through a third-party provider. We may make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, include these Terms.

We will not inspect or disclose the contents of private Communications or personal information except with the consent of the sender or the recipient, or in situations provided under applicable legislation, or as otherwise required by law, by court or governmental order. Further information is available in our Privacy Policy.

International Use

Although the Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside Alberta, Canada, and accessing them from territories or jurisdictions where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Site is void where prohibited.

Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for termination and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on the Site immediately ceases, and you acknowledge and agree that we may immediately bar any further access to the Site. We shall

not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

Governing Law

The Site (excluding any linked site) is controlled by us from our offices within Alberta, Canada. It can be accessed from all Canadian Provinces and Territories, as well as from other countries around the world. As each of these places has laws that may differ from those of Alberta, by accessing this Site you agree with us that the statutes and laws of the Province of Alberta, without regard to any conflicts of laws principles or any other legislation of any other jurisdiction, will apply to all matters relating to the use of the Site and the purchase of products and services available through the Site. Each of us agrees and submits to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the Province of Alberta for all matters arising from your use of the Site.

Entire Agreement

Unless otherwise provided herein, these Terms constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Miscellaneous

Any cause of action brought by you against us or our Affiliates must be instituted within two years after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of the Site, or use of or access to the Site.

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that or any other right or provision.

Changes to the Terms

We reserve the right to change these Terms from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Site and these Terms from time to time, and to familiarize yourself with any modifications or revisions that may be made. Your continued use of the Site after such modifications or revisions will constitute your acknowledgement of the modified Terms, and your agreement to abide and be bound by the modified Terms.

PRIVACY POLICY

We are committed to protecting the privacy of all personal information we collect. This commitment includes ensuring that personal information is kept confidential and secure, and that it is managed and handled in accordance with applicable privacy legislation maintaining the privacy of individuals and protecting personal information in its custody or control and complying with applicable privacy legislation. This Privacy Policy governs the manner in which Kayton Travel Inc. collects, uses, maintains and discloses information collected from you, a user of the <http://www.kaytontravel.com> website. This Privacy Policy forms an integral part of Terms, which is incorporated by reference. Any capitalized term used but not defined in this Privacy Policy will have the meaning defined in the Terms.

Personal Information - We may collect personally identifiable information from you in a variety of ways, including, but not limited to, when you visit our site, register on the site, place an order, fill out a form, respond to a survey, and in connection with other activities, services, features or resources we make available on our Site. The personal information that we collect may include your name, address, telephone number, email address or other information to contact or identify you; information from the social media profile you use to login in to the Site; information about the services provided to you; information about your transactions with us; information from communications with you, including your feedback and requests for customer care; and any other information which we may be required to collect pursuant to applicable laws.

Non-personal Information - We may collect non-personally identifiable information about you whenever you interact with our Site. Non-personally identifiable information may include the browser name, the type of computer and technical information about your means of connection to our Site, such as the operating system and the Internet Service Providers utilized and other similar information.

Collection, Use and Disclosure of Personal Information - We may collect, use, disclose and retain personal information for the following purposes: to offer, provide and administer the Site; to verify your identity, as an authorized user of the Site and to implement, carry out and maintain security measures aimed at protecting our users from identity theft, fraud and unauthorized access to the Site; to comply with legal or regulatory requirements (including those related to security); to communicate with users regarding/marketing the Site; to allow our Affiliates to contact you regarding questions you have posted on the Site and provide offers that may be relevant to you; and to respond to inquiries from you. If we have reasonable grounds to believe information could be useful in the investigation of improper or unlawful activity, we may disclose information to law enforcement agencies or other appropriate investigative bodies

Except as required do for any of the foregoing purposes or as required or permitted by applicable law, we will not disclose your personal information to third parties without your prior consent.

Security of Personal Information - We recognize our legal obligations to protect personal information collected during the course of providing the Site. We have taken therefore made reasonable steps arrangements to protect against the unauthorized access, collection, use, disclosure, copying, modification, disposal, or destruction of personal information. We will monitor security issues and update or improve security if and when it is reasonable and practical to do so.

However, it is important to note that the Internet is not a secure method of communication and we cannot guarantee the privacy or security of personal information submitted by users over the Internet. No security or encryption provided by us can protect against every circumstance.

Cookies - Our Site may use "cookies" to enhance your user experience. You may choose to set your web browser to refuse cookies, or to alert you when cookies are being sent. If you do so, note that some parts of the Site may not function properly.

Sharing your personal information - We do not sell, trade, or rent your personally identifiable information to others. We may share generic aggregated demographic information not linked to any personally identifiable information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such

as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Electronic newsletters - If you decide to opt-in to our mailing list, you will receive emails that may include company news, updates, related product or service information, etc. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites - You may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Requests for Access and Correction - Applicable Privacy Laws allow any individual the right to access and/or request the correction of errors or omissions in his or her personal information that is in our custody or under our control. Our Privacy Officer will assist the individual with the access request. This includes: identification of personal information under our custody or control; and information about how personal information under our control may be or has been used by us.

We will respond to requests within the time allowed by Applicable Privacy Laws and will make every effort to respond as accurately and completely as possible. Any corrections made to personal information will be promptly sent to any organization it was disclosed to.

In certain exceptional circumstances, we may not be able to provide access to certain personal information we hold about an individual. For security purposes, not all personal information is accessible and amendable by the Privacy Officer. If access or corrections cannot be provided, we will notify the individual making the request within 30 days, in writing, of the reasons for the refusal.

Withdrawing Your Consent - When you choose to provide us with your personal information you consent to the use of your personal information as identified in this Policy and as may be further identified at the time of collection. You may notify us at any time that you wish to withdraw or change your consent to our use and disclosure of your information. We will accommodate your request subject to legal and contractual restrictions.

Removal of Information - We keep your information only as long as we need it for legitimate business purposes and to meet any legal requirements. Personal information used to make a decision that directly affects an individual will be kept for at least one year after such a decision. We have retention standards that meet these parameters.

Inquiries - If you have a question or concern about our privacy practices, please contact us via the contact information below.

Contact Information

Questions or concerns regarding our compliance with this Privacy Policy may be directed to the Privacy Officer, Wendy Sung at info@kaytontravel.com

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