

TERMS AND CONDITIONS

January 2, 2019

This Terms and Conditions Replaces, effective as of 12:00.01 AM, January 2, 2019, the Terms and Conditions dated November 1, 2017.

Agreement between User (as defined below) and Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Groupsm (the "Company" as defined below).

Welcome to **Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group** and www.WHotelsGroup.com. The www.WHotelsGroup.com website (the "Site" as defined below) is comprised of various web pages operated by **Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group** (the "Company" as defined below). The Site is offered to you (as defined below) conditioned on your (as defined below) acceptance without modification of the terms, conditions, and notices contained herein (the "TERMS AND CONDITIONS POLICY" or the "TERMS AND CONDITIONS" or the "POLICY"). Your use of the Site constitutes your legally binding agreement to all such TERMS AND CONDITIONS. Please read these TERMS AND CONDITIONS carefully. For the good and adequate consideration to enter, view, browse, or use our Site, the adequacy, and sufficiency of which you hereby acknowledge, you agree as follows:

SECTION I. DEFINITIONS

1. **DEFINITIONS:** DEFINITIONS: As used in this POLICY, the following terms have the meanings as set forth in each definition. The word or words for which such definition is provided shall apply regardless of whether such word or words are capitalized, or in all upper case, or in all lowercase letters, unless the context, or a specific Section, requires otherwise. In addition, the definitions in this TERMS AND CONDITIONS apply to our Site (as defined below). If a term is defined in any OTHER POLICY (as defined below), such definition in that OTHER POLICY shall apply only to that OTHER POLICY; if a term is not defined in any OTHER POLICY but defined in this TERMS AND CONDITIONS, then the definition in this TERMS AND CONDITIONS shall apply to each such OTHER POLICY. OTHER POLICY includes, but is not necessarily limited to our PRIVACY POLICY, our INTELLECTUAL PROPERTY POLICY, our DMCA POLICY, our BITCOIN POLICY, and our SECURITY STATEMENT. Further, additional definitions may be defined elsewhere in this Policy and the foregoing provisions as to the applicability of definitions and the precedence of applicability of definitions defined elsewhere in this Policy shall also apply to such definitions set forth elsewhere. For the purposes of this TERMS AND CONDITIONS, and each OTHER POLICY, unless otherwise noted, all references to **Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group** include www.WHotelsGroup.com and Company (as defined below). The Site is a service for that person or persons seeking lower cost Hotel (as defined below) stays and other Services (as defined below). By using the Site, you consent to all provisions described in this TERMS AND CONDITIONS.

A. "Account" means the account established by The Company for either an Affiliate, a Master Account Member, a Travel Professional Member an SEM, or an Individual Member as defined elsewhere in this POLICY, all as the context may require. A "Master Account" is for Commercial Entities, whether for profit, or not for profit, and Governmental members (both of which are as defined elsewhere in this POLICY), Individual Members and Travel Professional Members do NOT have Master Accounts. The Account refers to the data supplied by the applicants for the foregoing types of Memberships. The information so supplied is used in the determination regarding Membership approval (if applicable). In addition, Company's Account allows Company to associate a specific Member with the SEMs associated with that specific Member and allows The Company to build a profile of such Member. Further, where a Membership application requires a manual review of the said application to be approved, the data supplied, and the profile used to create the Account expedites the approval or denial of a Membership.

Regarding an Individual Member and/or a Travel Professional Member, as both are defined elsewhere in the POLICY, the Account refers to the data supplied by the applicant for the foregoing types of Memberships. The information so supplied creates a profile that generates the Account, The Account is then used in the determination of whether said Membership will be approved. Further, both an Individual Membership and a Travel Professional Membership require either manual furnishing of additional data and/or a manual review by The Company before a Membership is approved or denied, the information contained in the Account expedites the approval or denial of Membership.

B. "Account Number" means the unique identifier that may be assigned by The Company to each Master Account Member, and/or an SEM thereof, and/or an Individual, and/or Travel Professional Member, and/or an Affiliate. An account number may or may not be disclosed to the Member to whom it is assigned, the Account Number is used for The Company's internal functioning and is NOT Personally Identifiable Information since it will contain only numeric and/or alphanumeric characters and/or symbol(s) of different lengths.

C. "Actual Name" is the legal first and last name of a Member or Affiliate, or the legal name of any Commercial Entity, or the legal name any third party which is supplied by an Affiliate, a Member, a Potential Affiliate, or Potential Member to us at any time for any purpose.

Company recommends that the email address provided to Company upon registering to become an Individual Member (as defined elsewhere in this POLICY) NOT be the Potential Individual's Actual Name (e.g., the complete actual first and last name) followed by @ and the domain name of the Potential Individual Member's email provider(s).

However, nothing prohibits the use of the Actual Name in your email address.

However, an Individual Member or Affiliate, should they choose to use their Actual Name followed by @ and the domain name of the Affiliate's or Member's personal email provider(s) should be aware, particularly in the case of an Individual Member (or an Affiliate, whose Actual Name the Affiliate does not want publicly disclosed), that the use of the Actual Name in an email address is not considered a best practice for an Individual Member since if a third party is able to discover your email address, they can often

surmise your Actual Name without your knowledge and use it for malicious purposes. Under our Privacy Policy, an Actual Name and email address provided to us are considered Personally Identifiable Information and protected from disclosure by us except for the *very limited circumstances* set forth in our Privacy Policy and will never be sold to a third party.

- D. "Advertisement", or "Ad", means an advertisement placed on our Site, with our permission, by a Commercial Advertiser.
- E. "Affiliate" shall mean a person or Commercial Entity, other than a Commercial Advertiser, who has signed up for an Affiliate Account on the Site, even if they have, or have not, posted or otherwise promoted Company's Services, and it also includes such individuals or a Commercial Entity who have promoted Company's Services. Once a person or entity meets this definition, they are considered an Affiliate.
- F. "Affiliate Link" shall mean a website page or other web access provided to an Affiliate to activate access to the Site.
- G. "Affiliate Payment" shall be as may later be set forth in Section IV.
- H. "Alternative Minimum Age" shall mean, if you are a Potential Individual Member or Potential Affiliate that is a natural person but not a Commercial Entity, that you are the legal minimum age or older, such that you have the legal capacity to enter into a binding legal contract pursuant to the law of your country of citizenship and your political subdivision thereof, if any, where such age is greater than eighteen (18) years of age.
- I. "Banner" shall mean a Company approved banner type advertisement provided to an Affiliate for the Affiliate to place it on one or more of Affiliate's websites or in other locations as chosen by the Affiliate.
- J. "Book", "Booked", or "Booking" shall mean the act, by Member, of seeking a Hotel stay or other certain other Direct Services or Indirect Services (as defined elsewhere in this POLICY). As used herein, a "Direct Service" is the provision Hotel or of certain other Services (as defined later herein) where we directly receive your payment via our payment processor and for which we directly issue to you a confirmation for the receipt of your payment to us for our Assistance. Further, as used herein, an "Indirect Service" is a Service whereby you will be able to review certain information, pricing, availability, etc., on our Site, or on a Service Provider's Site, but where you will be automatically redirected to that Service Provider's website, and/or pages on that website and/or the payment page of one or more of our Service Providers to pay for such Indirect Services directly to such Service Provider(s). If your payment is made directly to us, (a Direct Service) you will receive your confirmation and other information either from us or our Service Provider. If your payment is made directly to our Service Provider, your receipt, confirmation, contact information, and related information will be sent directly to you by that Service Provider. Notwithstanding any language to the contrary, with regard to a Direct Service for a Hotel Booking, we are not providing, nor are you being charged by us for, the Hotel Booking; you are paying us for a "Hotel Booking Confirmation Service" as defined in this Section I, subsection A24.
- K. "Cancellation" shall mean a Member, who within the timeframe as set forth in our Cancellation Policy, and in complete compliance with our Cancellation Policy, cancels their Hotel Reservation(s). Cancellation of Direct Services other than for Hotel Reservations and for Indirect Services shall be as set forth by our Service Provider providing said Indirect Service(s).

- L. "Cancellation Policy", regarding a Hotel stay, shall mean the policy as set forth in Section III(1)(E) of this TERMS AND CONDITIONS. "Cancellation" regarding all other Direct Services shall be as set forth in this Policy and Indirect Service cancellation policies shall be set forth by, and controlled by, the terms, conditions, policies, rules, and regulations of the Service Provider with whom the Member sought or received said Indirect Service.
- M. "Checkout Page" means that page of our Site where the Member is shown the price in full for the Hotel Booking, which may include not only the Hotel Booking but such other Direct Services as Company may from time to time offer, and which Member has elected to purchase, and where payment is made directly to The Company via this Site.
- N. "Commercial Advertiser" means a person or entity, other than an Affiliate, whose Company has been allowed to post an Advertisement for goods or services, other than those provided by Company or its Service Providers, on the Site, and which may consist of a link to a website other than a Site of Company or of a Service Provider, such as a banner advertisement or similar referral to such other website not owned or operated by Company or one of its Service Providers.
- O. "Commercial Entity" shall mean any type of business formation, whether for profit or not for profit as listed below in Section 1(O)(ii-vii):
- i. As used in this Section 1(O), the United States of America, unless expressly defined differently in a different Section of this Policy shall mean the fifty (50) states of the United States of America, the District of Columbia, each of the five (5) territories of Puerto Rico, U.S. Virgin Islands, Guam and the Northern Mariana Islands, the Marianas archipelago in the western North Pacific Ocean; and American Samoa.
 - ii. a corporation (or a like entity if domiciled outside of the United States of America, or
 - iii. a Limited Liability Corporation or Limited Liability Company (or a like entity if domiciled outside of the United States of America or
 - iv. a Professional Corporation or a Professional Company or a Professional Service Company, or a Professional Service Corporation or a Professional Corporation (or a like entity if domiciled outside of the United States of America), or
 - v. a Partnership or Limited Partnership, or Trust, (or a like entity if domiciled outside of the United States of America), or
 - vi. a sole proprietorship (or a like entity if domiciled outside of the United States of America
 - vii. For any other business entity not named in Section 1(O)(ii) to Section 1(O)(vi) above which said business entity is not a natural person, but a fictional person created under the laws of the USA (or a like entity if domiciled outside of the USA).
 - viii. A natural person that is NOT operating ANY type of profit or not for profit business or commercial activity is only eligible for an Individual Membership and is not a Commercial Entity. Company reserves the right to require that anyone applying for an Entity Membership, Travel Professional Membership, Non-Profit Membership and/or Governmental Membership to furnish proof, the nature of which is acceptable to Company in its sole discretion, that such an Applicant is in fact, eligible for the type of Membership for which they applied. A hobby, as

defined by the United States Internal Revenue Service laws and regulations is only eligible for an Individual Membership.

- P. "Company" shall mean www.whotelsgroup.com, and Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group the owner and/or publisher of the Site.
- Q. "Company Name" shall mean the name entered on the Site during the initial application by a Potential Affiliate to become an Affiliate or by a Commercial Entity or a Governmental Entity to become a Member for any Membership type other than an Individual Member as defined elsewhere in this POLICY.
- R. "Confirmed Reservation" shall mean that a Member has paid us in FULL for our Assistance in obtaining discounted pricing for you in the amount specified on our Checkout Page, less any applicable Coupons and/or Promo Codes. No Confirmed Hotel Reservation or Direct Service shall be issued if less than the full amount of the Hotel Booking and/or Direct Service displayed on the Checkout Page is paid to us. See also Section I(1)(A3) regarding Hotels where Hotel Status availability is listed as On Request, as defined below.
- S. "Electronic Signature Act" shall have the meaning as set forth in Section IV(16).
- T. "Email Address" shall mean an email address provided during registration to enter the Site and/or login upon post registration to enter the Site, and the email address where an Affiliate, Member, Potential Affiliate or Potential Member may be reached by Company staff. Only actual Individual Members, actual Travel Professional Members, and Affiliates may change their email; they shall do so ONLY by using the change email function contained within the Site; no email may be changed by any other method including, but not limited to by telephone, fax, hand-delivered or mailed, Contact Us, or any other method; any such attempted change shall be void and of no effect.
- U. "Hotel" shall mean a hotel, motel, or similar facility which offers lodging to guests for a payment for a single night or longer.
- V. "Home Page" shall mean the initial page seen by Users upon accessing or logging into the Site.
- W. "Lapsed Member" shall mean a former Member who was a Member but whose Membership lapsed for failure to pay a Membership Fee if a Membership Fee is required for the type of Membership that requires a Membership Fee, or a renewal of such a type of Membership, or a Membership canceled by the Member, irrespective of whether the type of Membership canceled required a Membership Fee.
- X. "Master Account" means an "umbrella"/profile for Commercial Entities, whether for profit, or not for profit, and Governmental members (both of which are as defined in Section 16, Individual Members and Travel Professional Members do NOT have Master Accounts. The Account refers to the data supplied by the applicants for the foregoing types of Memberships. The information so supplied is used in the determination regarding Membership approval (if applicable). In addition, Company's Account allows Company to associate a specific Member with the SEMs (as defined below) associated with that specific Member and allows The Company to build a profile of such Member. Further, where a Membership application requires a manual review of the said application to be approved, the data supplied, and the profile used to create the Account expedites the approval or denial of a Membership
- Y. "Member" means a natural person, governmental entity or Commercial Entity who enters the Site, other than as an Affiliate or, Commercial Advertiser, or Potential Member and

who has applied for, or signed up with the Site, for a Member Account and has been approved for one of the types of Membership (as defined in Section II(16) to browse the entire Site and/or to use all of Company's Services. Unless the context requires otherwise, "Member" applies to each type of Member. as set forth in Section II(16). Membership shall not be required to enter the site to search, and book, airfare through our Service Provider (s) who are our airfare flight aggregator(s) and shall pay for said airfare by being redirected to the airfare flight aggregator's payment page. An "airfare flight aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our site and the provision of their service is an Indirect Service. Any person who accesses our Site without a Membership to take advantage of the Indirect Service offered by our airfare flight aggregator shall be considered a User of our Site and shall be bound to this Terms and Conditions Policy in its entirety.

- Z. "Membership" shall mean having become a Member of any type, and if the context so requires, Membership may also mean a collection of all types of Members. The Company provides multiple types of Memberships which shall be set forth more fully in Section 16, below. Membership shall not be required to enter the Site to search, and book, airfare through our Service Provider(s) that is an airfare flight aggregator(s) and shall pay for said airfare by being redirected to the airfare flight aggregator's payment page. An "airfare flight aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our Site. Provision of service by an airfare flight aggregator(s) is considered an Indirect Service. Any person who accesses our Site without a Membership to take advantage of the Indirect Service offered by our airfare flight aggregator shall be considered a User of our Site and shall be bound to this Terms and Conditions Policy.

A1. "Membership Fee" shall be the amount charged by Company, if any, to a Potential Member for a Potential Member to become a Member. The type(s) of Member(s) required, as of the Effective Date of this Policy to pay a Membership Fee is as set forth elsewhere in this POLICY.

A2. "Membership Fee Change": Membership Fee Change means a change in the Membership Fee charged, if any, for one or more types a Membership Fee. In no event shall a Membership Fee be increased for an existing Member during the term for which the Membership Fee has already been paid in such a way that the Membership Fee would increase before the expiration of a Member's existing term of Membership. Membership Fee Changes shall be as set forth elsewhere in this POLICY.

A3. "Minimum Age" shall mean either eighteen (18) years of age or older where such age is sufficient to enter into a legally binding contract, or where eighteen (18) years of age is insufficient to enter into a legally binding contract, the Alternative Minimum Age or older. However, while the "Minimum Age" or Alternative Minimum Age or older are required in order to be eligible for an Individual Member or as a Sub Entity Member, no person under the age of sixteen (16) years of age may enter or use this Site at any time for any purpose. Any Member or Sub Entity Member who permits, assists, or does not protect their username and password from being discovered by any person less than sixteen (16) years of age is subject to immediate termination or suspension of their

Membership and/or having their IP address barred from access to our Site, all with no refund, either in whole or in part, of any Membership Fee.

A4. "On Request" shall mean a Hotel for which the price the Member would pay is displayed with the words "On Request" under the heading "Status" for such Hotel. A Hotel where the Status is listed as "On Request" is a Hotel in which we have, at a minimum seventy-two (72) hours from the time Member hits "Finish" on the Checkout page to either contact the Hotel and accept Member's payment and issue a Confirmed Reservation or, if the Hotel declines to accept the On Request reservation then we will notify the Member that the request has been declined and we will immediately process a refund for the Member. If the Member is seeking to book an "On Request" Hotel seventy-two (72) hours or less, from the requested check-in date for the Hotel, the Member MUST USE the Contact Us function immediately after submitting a request to book a Hotel listed as On Request so that we may expedite the contacting such Hotel. Member's Payment method shall be charged for our Assistance in attempting to obtain such Hotel Booking in the amount shown on the Checkout Page when Member hits the "Finish" button on the Checkout Page. In the event we are unable to issue the Member a Confirmed Reservation based upon the Hotel's response, Member's Payment Method shall be credited in the USD amount charged to the Member. In addition, a Member will NOT be able to use Coupons for any Hotels listed as "On Request". In case the arrival date you chose when you made a Booking and payment in full for our Assistance to attempt to obtain an "On Request" Hotel (the "On Request Booking") is within three (3) days of said arrival date, you MUST message us IMMEDIATELY via the CONTACT US function advise us of the Booking date and the arrival date so that we may manually review your On Request Booking and so that we may promptly expedite the contact of the Hotel you requested in order to obtain on your behalf an expedited Hotel response regarding whether or not the Hotel will accept or decline your On Request Booking. In the event we are unable to issue a Confirmed Reservation for your "On Request" Booking, in a timely manner consistent with this Section within the aforementioned time frame, Member shall promptly be notified by email of such event.

A member shall then have to re-enter the Site and either attempt to Book such Hotel Room at the price currently displayed for our Assistance at such time or to choose another Hotel. Members should also be aware that credit and debit card issuers may take five (5) to seven (7) business days or longer to post our credit to your account, even though we will issue the credit automatically if we decline to issue a Confirmed Reservation. Any delays of the posting of our refund after we initiate the refund are the result of your credit or debit card issuer's policies and we have no control over how soon our credit may post to your account. We always suggest you call the customer service number found on the back of most debit/credit cards and ask when you can expect your credit to post to your account.

A5. "OTHER POLICIES" shall mean this Site's TERMS AND CONDITIONS, INTELLECTUAL PROPERTY POLICY, PRIVACY POLICY, DMCA POLICY, BITCOIN POLICY, SECURITY STATEMENT, FAQ (Frequently Asked Questions) and all other terms and conditions of this Site that govern access to, the browsing or viewing thereof, and/or the use of any feature, of this Site.

A6. "our", "us", and "we" mean The Company.

A7. "Payment Method" shall mean the method by which the Site accepts payment for its Service(s) as defined below. The site currently accepts payment, depending on the type of Membership through VISA®, MasterCard®, Discover®, American Express®, Apple Pay®, Android Pay® and Bitcoin®; the foregoing being registered service or trademarks or service or trademarks of their respective owners. The Company also uses a payment processor(s) who are Service Providers. All forms of payment available to a specific type of Member and payment processors may change at any time at Company's sole discretion without prior notice.

A8. "PERSONALLY IDENTIFIABLE INFORMATION" shall be as defined in our PRIVACY POLICY.

A9. "Assistance" shall mean, regarding a Direct Service as defined elsewhere in this POLICY, the facilitation of the payment(s) received from a Member through our automated information processing system to provide our discounted pricing, on behalf of a Member, directly to our suppliers. The Company, at no time, sells tangible personal property at retail. The Company does not purchase Hotel Rooms, or "blocks" of Hotel Rooms or any other service(s) in advance of a Member's request and then resell them to the Member.

A10. "Promo Code" shall mean a series of letters and/or numbers which may be provided to Member by Company which may entitle the Member to a discount from the final price for a Membership Fee, or a renewal of a Membership Fee. A "Coupon" shall mean a series of letters and/or numbers which may be provided to a Member by Company which may entitle the Member a discount on Direct Services. The terms and conditions of any such Promo Code or Coupon, the amount, and what it may be used for shall be at The Company's sole discretion.

A11. "Potential Affiliate" means any person or Commercial Entity who visits this Site in contemplation of becoming an Affiliate of Company and/or who has applied for to become an Affiliate but whose Affiliate status has not been approved.

A12. "Potential Member" means any person who visits this Site in contemplation of becoming a Member of this Site and/or who have applied for Membership but whose Membership has not been approved.

A13. "Rate" shall mean the dollar amount charged by Company to a Member for our Assistance in obtaining a Hotel room or rooms for one or more nights.

A14. "SEM", an abbreviation for a Sub Entity Member", abbreviated as "SEM", means one or more individuals, associated with an organization as more fully set out elsewhere in this POLICY, and which said organization has an approved Master Account. The SEM is an individual, who has been sent a link by its Master Account organization and has completed enrollment as an SEM via a link supplied to them by their Master Account

organization. Once the SEM has completed filling out the information and following the instructions in the foregoing link and once said enrolled is completed, the SEM can purchase any of our Services. Unless the context requires other, a Sub Entity Member may not engage in any conduct prohibited and/or required of a Member by this POLICY or any OTHER POLICY.

A15. "Service" or "Services" shall mean: the provision, of travel related services as set forth below:

- i. "Service", as it relates to The Company, is, the provision of the Site, as defined in this Section 1, on the World Wide Web (www) whereby Company, as defined in this Section 1, using information technology, sophisticated automation and its business alliances, to allow Users and Members (both as defined in this Section 1) to search for, and see the pricing of various travel related services.
- ii. A User, as defined in this Section 1, may only access the Site for informational purposes, to become a Member, or to use a link to our Indirect Service Provider to search, book, and pay for airfare.
- iii. A Member, irrespective of whether said Member had to pay a Membership, Fee (as defined in this Section 1), has access to all the features of the Site and to Direct and Indirect Services. The Company does not purchase Hotel Rooms, or "blocks" of Hotel Rooms or any other good(s) or service(s) in advance and then resell them to the Member. The Company is not a retailer with an inventory on hand, nor does Company directly provide Hotel Rooms or other travel related services. A Membership allows a Member to, among other things, search for Direct and Indirect Services. Regarding Booking a Hotel, Company acts as a facilitator to Members, on Member's request, to help Members receive discounted pricing and act as a payment facilitator with a Direct Service Provider. As an Indirect Service Provider, Company provides an Assistance by automatically redirecting the Member to the website of one or more Indirect Service Providers (as defined elsewhere in this POLICY) to search for and/or book travel related services at the discounted prices we have negotiated with said Indirect Service Providers.
- iv. A "Direct Service" is the provision of our Assistance to obtain discounted Hotel bookings and reservations where we, The Company, directly receive your payment for our Assistance via our payment processor and for which we directly issue to you a confirmation for the receipt of your payment, make the payment to our supplier, and issue to the Member a voucher for the Member to present to the Service Provider showing we have purchased and paid our supplier for the travel related services you requested.
- v. An "Indirect Service" is a service provided through one of our business affiliates who is a type of Service Provider and is not sold directly by our Company. We do not store payment information; the confirmation number is issued by such business affiliate, and therefore we do not provide customer service for such Indirect Service.
- vi. If your payment is made directly to us for our Assistance, (a Direct Service) you will receive your confirmation and other information from us. If your payment is

made directly to our Service Provider, (an Indirect Service) your receipt, confirmation, contact information and related information will be sent directly to you by the Service Provider that is providing the Indirect Service to you.

- vii. Bookings and Reservations for Hotel stays are examples of Direct Services.
- viii. Bookings for Flights, travel related services such as tickets for theatres, sports events, concerts, etc. (hereinafter "Events"), Activities and travel insurance are examples of "Indirect Services". Indirect Services are characterized by the fact that you are redirected to the website of one of the Service Providers where you pay for any Indirect Service on the website to which you were redirected from our Site. You will know you have left our Site and entered the website of one of our Service Providers which will typically open in a different tab in your web browser, you will see the name of the provider of the Indirect Service Provider in your browser address bar and you will also see the name of the Indirect Service Provider on at least the first page of the website to which you have been redirected. You will also pay directly to the Indirect Service provider for any purchases on the website of the entity offering Indirect Services. Confirmations of your purchases from a provider of Indirect Services will typically come from the provider of Indirect Services to you directly from the provider of the Indirect Services.
- ix. In no event, however, shall Company be considered as engaged in any type of business other than as an online travel agency and Company in no event shall be considered an insurer under any definition by any third party, including any governmental entity.
- x. Company shall have the right, in its sole discretion, to change from time to time which travel-related services, searches, and payments are Direct Services and which are Indirect Services.

A16. "Service Provider" shall mean a person or entity contracted with Company in order to assist Company in the provision of its Services which includes, but is not limited to, our wholesale suppliers (a "Supplier") for Hotels and for Indirect Services, and our payment processor, In addition, Service Provider includes our third-party secure service which transmits to, and stores information from an applicant for a Travel Professional Member, as more fully set forth in Section 16. A Service Provider may not use PERSONALLY IDENTIFIABLE INFORMATION for ANY purpose other than the business purposes of assisting Company in the provision of its Services and such Service Provider is likewise prohibited from any disclosure of any PERSONALLY IDENTIFIABLE INFORMATION to any third party.

A17. "Site" shall mean this website (www.whotelsgroup.comsm) or any other website or website page wholly owned or published by Company, but not any website of an Affiliate, Commercial Advertiser or any other third party:

- a.) to which a User may be redirected by the User selecting a function or use from within www.whotelsgroup.comsm, or
- b.) which the User enters directly by typing in the website address of such other website or page into their internet browser, or

- c.) which the User enters by copying and pasting such website address of such other website or page in their internet browser, or by means of the User selecting a bookmark the User has created, or
- d.) which the User enters by any other means.

A18. "THIRD PARTY ACCOUNTS" shall mean accounts which are not operated by Company but which a User may elect to utilize or link their Company account, including, but not limited to, social media platforms and websites.

A19. "USD" shall mean United States of America Dollar(s).

A20. "User" shall mean any person who accesses this Site for ANY reason, including, but not limited to, an Affiliate, a Member, a Commercial Advertiser, a Potential Affiliate, a Potential Member, or any other person entering this Site for any purpose, except as otherwise set forth in this Site's PRIVACY POLICY. Users who are not a Member shall not be required to apply for any type of Membership to enter the Site and to search, and book airfare through one or more of our airfare flight aggregator, events and travel insurance Service Providers. Any person who accesses our Site without a Membership to take advantage of the Service offered through our airfare flight aggregator(s) shall be considered a User of our Site and shall be bound to our Terms and Conditions Policy and all OTHER POLICIES, and our rules and regulations while using our Site. Any access to our Site to view or utilize any Service OTHER than that provided by one or more of our designated airfare flight aggregators, events, and travel insurance requires the User to be a current and valid Member. Company shall determine, in its sole discretion, which, if any, of its airline flight aggregators, may be accessed without a current and valid Membership. Company reserves the right, at any time, without prior notice, to cease to allow Users who are not Members access to our flight service aggregator(s).

A21. "Voluntary Data Collection" shall be as defined in our PRIVACY POLICY.

A22. "you" and "your" shall mean any User.

A23. "Username" shall mean the email address chosen (or changed) by Member or SEM during the registration process which serves as part of the login to our Site.

A24. "Hotel Booking Confirmation Service" shall mean that we are providing Members and/or SEMs, who use our Site to Book a Hotel, and to submit a payment to us, a "Passthrough Activity" on behalf of our Members or SEM's. We, the Company, do not have or own any Hotel inventory nor do we charge you for any Hotel room and/or stay you Book with us. Our Passthrough Activity means that:

1. we provide you with access to Service Provider(s) that do have Hotel inventory for sale, either because they directly “own” such inventory and/or have contracted with others who “own” or otherwise have access to sell hotel inventory, and
2. The Service Providers that we access, on your behalf, allow you to search for and see the Hotel rates you are offered on our Site because these Service Providers DO NOT allow the general public to even access and/or view their inventory, and
3. Since you cannot access these Service Providers directly there is no mechanism by which you could transmit the payment to these Service Provider(s). Instead, we not only provide you access to these Service Providers but by using our payment portal, we reimburse the Service Provider directly for the Hotel Booking. As such, it is the Service Provider’s and/or Hotels obligation to pay all applicable sales taxes to the appropriate taxing authorities since it is actually the Service Provider and/or Hotel that has “sold” the Hotel Booking. Please see also Section II(13) for certain fees that may not be included in the displayed price, e.g., resort fees.

SECTION II. GENERAL

1. **TERMS AND CONDITIONS-GENERALLY, INCLUDING DATES, TIME AND TIME PERIODS.** In addition to the specific contents of this POLICY and OTHER POLICIES, all provisions as set forth in each page, portion, Section, HTML page or subdomain of this Site are also terms and conditions of use under this POLICY. Time shall mean EST or EDT, whichever shall be in effect at the time The Company sends or receives any communication, whether electronic, telephonic or otherwise, to or from any User. If a duration of time, or a time period begins, or ends during which there is a change in time because EST or EDT has begun or ended, NO adjustment during any such time period set forth in this POLICY and ANY OTHER POLICY to either shorten or extend such time period shall occur. A "Year", "Yearly", "Annual" or "Annually" shall mean three hundred sixty-five days consecutive days, even if such period is commonly referred to as a "leap year" A "day" or "Day" shall mean a consecutive twenty-four (24) hours.
2. **ELECTRONIC SIGNATURE.** By entering our Site, you are deemed to have accepted, and signed this TERMS AND CONDITIONS POLICY AND OUR OTHER POLICIES pursuant to the Electronic Signature Act; see also Section IV(16) of this POLICY.
3. **OTHER POLICIES.** Your use of the Site is subject to Company's OTHER POLICIES as well as this POLICY. Please review ALL OTHER POLICIES, including, but not limited to, our PRIVACY POLICY, DMCA POLICY, BITCOIN POLICY, SECURITY STATEMENT, FAQ (Frequently Asked Questions), and INTELLECTUAL PROPERTY POLICY, which also govern the Site and informs Users of our data collection practices and other practices and policies. You may find links to any of these OTHER POLICIES and this POLICY on the Home Page of this Site.

4. **ELECTRONIC COMMUNICATIONS.** Visiting the Site or sending emails to Company or receiving an email from Company in response to an email sent by you constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.
- A. For all Users, if you OPTED IN for our newsletter, you will not consider our newsletter as SPAM. You may opt out of the newsletter at any time by using the unsubscribe hyperlink that you will receive in any newsletter.
 - B. For all Members or Potential Members, we may send you emails to provide or to potentially provide, Services to you and related functions. These may include, but are not limited to, activating your Member Account, letting you know that you have used a wrong Account activation link, or that you have previously activated your account, sending you a Confirmed Reservation; to advise you that a Hotel you sought to Book and was listed under "Status" as "On Request", has either accepted or declined to issue a Confirmed Reservation; to advise if your request for Membership has been declined, suspended or terminated; to advise of any pending Membership Fee or Membership Fee Change; to verify any change in Account information such as a change in your email address, password, a forgotten password or other Account information; in response to a request or information you seek by using the Contact Us function of the Site; a link for our REFER A FRIEND offering if Company provides such a link; and other matters related to your Account or changes thereto; and/or our Services; and you will not consider such emails as SPAM. If you OPTED IN for our newsletter, you will not consider our newsletter as SPAM. You may opt out of the newsletter at any time by using the unsubscribe hyperlink that you will receive in any newsletter.
 - C. For Affiliates or Potential Affiliates, we may send you emails to provide you or to potentially provide you, with your benefits and activities as an Affiliate, and related functions. These may include, but are not limited to, activating your Affiliate Account, letting you know that you have used a wrong Account activation link, or that you have previously activated your account, to advise if your request for Affiliate status has been declined, suspended or terminated, to verify any change in Account information such as a change in your email address, password, a forgotten password, payment information or other Account information, in response to a request for information you seek by using the Contact Us function of the Site, sending you a link to activate your Affiliate Status, and other matters related to your Account and/or our Services, and you will not consider such emails as SPAM. You may opt out of the newsletter at any time by using the unsubscribe hyperlink that you will receive in any newsletter.
 - D. For Affiliates and Members, at present, we do not intend to send you any emails other than those set forth in Sections II(4)(A) and II(4)(B) above. Should we decide later, to offer to send you emails for other purposes, such as an opportunity to receive special offers, etc., you will be given an opportunity to Opt-In or Opt-Out of such emails, and you will not consider any offer to Opt-In or to Opt-Out as "SPAM".

E. This Site is protected by the Copyright Laws, rules and regulations of the United States of America as changed and/or amended from time to time, as well as the judicial interpretation thereof (the "Copyright Laws"). This Site has been filed with the U.S. Copyright Office and any infringement of The Company's copyright will be dealt with to the full extent of the law. As a copyrighted work, IN NO EVENT, may any User and/or Member download the Site or any portion thereof by any means, including but not limited to, printing, screen capture and/or printing of a screen capture, taking an electronic or film picture of a website screen or by any other method. The copyright extends to all text displayed anywhere on the site, whether the said web page is solely textual or combined with visual elements in addition to the text or an embedded video. Furthermore, the creative elements of any page including the visual aspects and layout, and the creative integration of how the various website pages flow and/or linked together are additionally copyrighted material. The Company may, in its sole discretion, grant a limited license to use certain copyrighted material, with attribution, with or without royalty and on an exclusive or non-exclusive basis but this Terms and Conditions grants no license of any type except as may be explicitly set forth herein.

Any "download" option available on the website DOES NOT constitute publication of the material in such download nor of the Site. Such "download" features are not visual portrayals of any portion of the Site, but rather are merely a record of a transaction(s) you have made with us for our Assistance or forms supplied by us to a third-party Service Provider who provides a secure method, stored ONLY on said third party's secure website for you to receive fill out questions, and Authorization to Charge Form and or other Application Documents as defined elsewhere in this POLICY. Such forms, when completed by you are returned to our secure third-party Service Provider who stores said information on their secure Site and said forms are NOT saved on our Site. Furthermore, the text and creative layout of any such forms are additionally a part of our Copyright. You are further warned, that under the present Copyright Laws, NO NOTICE of copyright is required to be displayed on copyrighted material.

5. **YOUR ACCOUNT AND YOUR IP ADDRESS.** If you use this Site, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password. You may not assign, disclose, or otherwise transfer your Account to any other person or entity, nor to allow such other person or entity to access your Account, except as expressly permitted herein. You acknowledge that Company is not responsible for third party access to your Account that results from theft or misappropriation of your Account. Your IP address (a) may be suspended for a limited amount of time if you unsuccessfully attempt five times to log into the Site, or (b) in the sole discretion of Company, suspended or permanently banned for activity in contravention of this POLICY, or any OTHER POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest. If your account is suspended or permanently banned for activity in contravention of this POLICY, or any OTHER

POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest; you shall not be entitled to any refund or credit of Membership Fee(s) paid.

6. PERSONS UNDER THE MINIMUM AGE/DENIAL OF ACCESS TO SITES/BYPASSING PROTECTIONS.

- A. The Company does not permit the access, viewing or utilization of this Site, or knowingly collect, either online or offline, personal information, from persons under the Minimum Age. You are solely responsible if a person under the Minimum Age accesses your Account, and you indemnify and hold harmless The Company if a person under the Minimum Age accesses your Account.
- B. You represent and warrant to Company that you are at least of Minimum Age, understand and agree to abide by the laws and regulations of the location(s) from which you access this Site.
- C. You shall not, by means of "favorites" or "bookmarks" or like functions on any internet browser, or by any manual or automated process, gain access to any portion of our Site that allows you or any other person or entity to bypass agreeing to our TERMS AND CONDITIONS or OTHER POLICIES. If you enter the Site in violation of the foregoing, you or any other person or entity have accepted the TERMS AND CONDITIONS, and all OTHER POLICIES and your entrance to the Site is your legally binding acceptance and signature of agreement of same, dated as of the date you entered the Site.
- D. Our Site and the software used therein are governed by the laws of United States of America and are subject to its import and export laws. This Site and software may not be exported to any country where such exportation is illegal, or to any country in which its importation is illegal.
- E. You expressly indemnify and hold harmless The Company for any claims of any nature, losses or damages because of your failure to abide by the provisions of this Section II(6).

7. LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES

- A. This Site may contain links to other websites or provide information found on our Site ("Linked Sites") provided by Service Providers, Commercial Advertisers, social media providers, or others. The Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Site, including without limitation, any link contained within in a Linked Site, any changes or updates to a Linked Site, or the correctness or accuracy of any information provided by a Linked Site. The Company is providing these Linked Sites to you only as a convenience, and the inclusion of any Linked Site does not necessarily imply endorsement by Company of the Linked Site or any association with its operators, except that
 - i. regarding a link within this Site to a Service Provider or to a Commercial Advertiser to view and/or interact with a Service Provider or Commercial Advertiser's Advertisement (the "Linked Sites") on this Site does mean that Company may have received or accepted payment or other remuneration from a Service Provider for their Services, or if from a

Commercial Advertiser, payment or remuneration for such Advertisement. The Company does not endorse any particular Commercial Advertiser and does not warrant the services of any Service Provider or Advertisement of any Commercial Advertiser, including any links included within a Service Provider or Commercial Advertiser Link or warrant in ANY WAY, the service or product offered by such Service Provider or Commercial Advertiser; your warranty and remedy, if any, if the service you received from such Service Provider or Commercial Advertiser does not meet or exceed your expectations, your warranty or remedy is limited to those provided by such Service Provider or Commercial Advertiser and WE URGE YOU TO READ ALL TERMS AND CONDITIONS AND ALL OTHER POLICIES AND INFORMATION PROVIDED BY SUCH SERVICE PROVIDER or COMMERCIAL ADVERTISER. The Company does not provide any contact information for a Service Provider or a Commercial Advertiser other than the contact information provided by the Service Provider or a Commercial Advertiser in their Advertisement.

- ii. Linked Sites may be either (a) information found on our Site but provided to us by a Service Provider e.g., by way of example ONLY and not limitation: Hotel pricing, room descriptions, airfare pricing, etc., (b) and/or by automatic redirection to a Linked Site's website; or (c) by giving the User an option to "click" on a link to be redirected to a Linked Site's website.
 - B. Certain services made available via the Site, including, but not limited to Site hosting and SERVICE PROVIDERS, are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site domain, you hereby acknowledge and consent that Company may share such information, and data with any third party with whom Company has a contractual relationship to provide the requested product, service or functionality on behalf of Site Users. Provided, however, Site hosting services and other SERVICE PROVIDERS are prohibited from using any PERSONALLY IDENTIFIABLE INFORMATION for any purpose other than to provide their services to our Site.
 - C. We may enter into promotional relationships on a commercial basis with Affiliates to promote or market our Site by a variety of methods. We do not endorse, and we are not responsible or liable for any content of such promotions or the types of promotions offered on our behalf by a third party.
8. **LIMITATIONS.** You are granted ONLY, a non-exclusive, non-transferable, revocable, at our sole discretion and without prior notice, license to (a) access and use the Site strictly in accordance with this TERMS AND CONDITIONS POLICY and this Site's OTHER POLICIES and (b) to your Password. As a condition of your use of the Site, you warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these TERMS AND CONDITIONS or OTHER POLICIES. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made

available or provided for through the Site.

We do not grant you any licenses, express or implied, to the intellectual property or proprietary information of Company or our licensors except as expressly authorized by these TERMS AND CONDITIONS or OTHER POLICIES.

We plan, in the future, to offer access to the Site, other than by internet web browsers, through applications for smartphone, smartwatches, tablets, etc. When we do, we will amend this TERMS AND CONDITIONS and OTHER POLICIES as necessary to provide for the use of such applications.

9. MATERIALS PROVIDED TO SITE OR POSTED ON ANY COMPANY WEB PAGE

- A. The Company does not claim ownership of the materials you provide to Site (including feedback and suggestions) or post, upload, input or submit to any Company Site or our associated services which is Voluntary Data Collection. However, by posting, uploading, inputting, providing or submitting Voluntary Data Collection, you are granting Company, our affiliated companies and necessary sub licensee's permission to use Voluntary Data Collection for the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Voluntary Data Collection. Voluntary Data Collection DOES NOT INCLUDE PERSONALLY IDENTIFIABLE INFORMATION.
- B. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. The Company is under no obligation to post or use any Voluntary Data Collection. you may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- C. By posting, uploading, inputting, providing or submitting Voluntary Data Collection you warrant and represent that you own or otherwise control all the rights to Voluntary Data Collection as described in this Section II(9) including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information.
- D. In no event do we warrant, under any theory of equity or of law, the contents of this Site, whether submitted by an Affiliate, Member, Potential Affiliate, Potential Member or Commercial Advertiser, person or entity promoting our Site by any means. Your choice to interact with, purchase from, or follow a link to another website, or to an Affiliate or Commercial Advertiser is solely your choice and you assume all risks for any such action. Other than for your PERSONALLY IDENTIFIABLE INFORMATION, we make no representation as to the safety, security or otherwise, of the contents of this Site. Other than your PERSONALLY IDENTIFIABLE INFORMATION, you have no right of, or expectation of a right of, the privacy of any information you submit to this Site except as otherwise explicitly provided for in this TERMS AND CONDITIONS and OTHER POLICIES.
- E. Our Site may include surveys/questionnaire on its Site for Users, which shall be considered a part of Voluntary Data Collection and shall not be considered "SPAM".

10. INTERACTION BETWEEN USERS

- A. The Company does not have access to and therefore does not monitor, any communications or interactions of whatever nature between Users on this Site, including by and among Affiliates and Members. Affiliates and Members ARE SOLELY responsible for any interactions by and among them, on any other website or by any other means.
- B. You absolutely hold harmless and indemnify Company from any actions or inactions, or damages or losses of any nature resulting from your decision to interact with another User, whether online on another website or by any other means. Company EXPRESSLY disclaims ANY LIABILITY OF ANY NATURE WHATSOEVER RESULTING FROM ANY INTERACTION BETWEEN USERS, ON ANY OTHER WEBSITE OR BETWEEN USERS BY ANY OTHER MEANS.

11. USER SUBMISSION: Each User, including, but not limited to, Affiliates and Members:

- A. agrees that:
 - i. Company is not responsible and does not represent or warrant the accuracy or veracity of any User Submission. As used in this Section II(11), "User Submission" means, regarding a:
 - 1. Member: Any content in any Voluntary Data Collection
 - 2. Affiliate: Any content in any Voluntary Data Collection
 - 3. Commercial Advertisement: Any content in a Commercial Advertisement, including any content in a website owned or operated by a Commercial Advertiser.
 - 4. Any information on any website of any other third party, including social media sites.
- B. agree that no User has any confidential information or proprietary rights regarding any Voluntary Data Collection, nor shall any User misappropriate any confidential information or proprietary rights of any other person in Voluntary Data Collection or in an Advertisement.
- C. each User is aware that you may be exposed to another User's submission which may be objectionable, inaccurate, or not useful, and to which such other User may or may not have intellectual or other property rights or proprietary interest in such User Submission, and The Company bears no responsibility or liability for such User Submissions.
- D. The Company does review or monitor User submissions made directly to Company. In addition, The Company reserves the right to delete User submissions, including Commercial Advertisements, so long as it does not conflict with Applicable Law, however, it is under no obligation to do so.
- E. each User is responsible for their User submission(s) and is solely responsible for any loss, damage or other consequences of such User Submission.
- F. a User Submission of one User may not be shared, used, reproduced, copied or otherwise used by another User excepted as permitted in this policy.
- G. No User may attempt to, or upload any picture, graphic or other Image to any portion of the Site, by any means. As used herein, "Image" shall mean any

photographic, graphics, artwork or similar visualization, whether such Image includes or does not include any written or verbal component.

- H. All payments by a Member to The Company are processed through a third-party credit/debit card processing service, using SSL or similar encryption technology. We are not responsible for the safety, security or accuracy of any information you provide to, or receive from, this third-party provider; however, our commercial terms with such third party shall require that such third party be responsible to you, the Member, for the safety, security, and accuracy of your information and to reverse any charge appearing as being from us that in fact was not submitted by you for payment to us. However, to protect our Members and to also minimize fraud and abuse so we continue offering our low pricing, we do store ONLY the last four (4) digits of the credit or debit card used by a Member.
- I. All our prices for our Hotel Confirmed Reservations and other Direct Services, for payments to Affiliates and payment by Members, and any refund by us, if any, are in United States Dollars (USD) or the equivalent thereto. Payments to obtain a Membership, using our Assistance to obtain a Hotel Confirmed Reservation or other Direct Services will be charged to the Member in USD via our payment processor, or by APPLE PAY® (a registered mark of Apple Inc.) or by ANDROID PAY® (a registered mark of Google, Inc); or Bitcoin, each of the foregoing shall be individually, and collectively, referred to as the "Payment Method". The type of Payment Method accepted may vary by Membership type. Any foreign transaction fees, currency conversion fees, dynamic currency conversion (DCC) fees, or like fees incurred because the Affiliate's, User's or Member's local currency is not USD will be the responsibility of the Affiliate, User or Member. Further, all fees charged by Bitcoin, our payment processor, APPLE PAY® or ANDROID PAY® relative to a Member's use of Bitcoin, our payment processor, APPLE PAY® or ANDROID PAY® are the sole responsibility of the Member. Please see Section II(K) below relative to Bitcoin and our payment processor. Payment methods accepted by Indirect Service Providers are as set forth by each Indirect Service Provider.
- J. Sharing of User Name and Password; Acts or Omissions of those with whom User Names and Passwords were shared.
 - i. Notwithstanding any other language in this Section (J), any type of Member who shares it their Username and/or password with any other person or entity, irrespective of whether or not such sharing is permissible under this POLICY, both the Member and the person with whom the Username and/or password were shared shall be jointly and severally liable for any abuse of the Site, unapproved actions or unapproved transactions by the person with whom the Username and/or password were shared.
 - ii. No Individual Member or Affiliate shall share his User Name or password with another person or entity, including, but not limited to, another User. Sharing, by an Individual Member or Affiliate of either their User Name and/or password with any other person will result in a suspension and/or termination of an Individual Membership or as an Affiliate in Company's sole discretion, and no refund will be issued if an Individual Member's

Account is terminated because of such sharing of the User Name or password. Any misuse, unauthorized sharing of Username and/or password, abuse of the Site, unapproved actions or transactions by any person with whom an Individual Member, or Affiliate, as applicable, hereby indemnifies and holds harmless Company from, any financial loss or other harm resulting from acts or omissions of the person(s) with whom the Individual Member's User Name and password was shared in contravention of this POLICY.

- iii. Travel Professional Members. The Username and password supplied by the person who was the Applicant for Commercial Entity seeking approval for a Travel Professional Membership which has been approved by the Travel Professional Account to use, and makes purchases from, the Site must be shared with the other employees of said Travel Professional Membership.

Each such approved employee of the approved Travel Professional Member should log in using the shared Username and password, and use the same credit card number as originally submitted for approval of the Travel Agency Account, with the last four (4) digits of the debit/credit card matching those of the last four (4) digits that were used in the original application on the Authorization To Charge form (as defined elsewhere in this Agreement) for approval of that Commercial Entity as a Travel Professional Member. Further information may be found in the Membership section of this POLICY.

Any misuse, abuse of the Site, unapproved actions or transactions by any person with whom a Travel Professional Member shared its Username and password is the responsibility of the Travel Professional Member who hereby indemnifies and holds harmless Company from any financial loss or other harm by resulting from the person(s) with whom the Travel Professional Member's User Name and password was shared.

- iv. An Entity Member Master Account Member (as defined elsewhere in this POLICY, a Non-Profit Master Account Member as defined in elsewhere in this Policy, or a Governmental Master Account Member, as defined elsewhere in this POLICY, individually and collectively the "Master Account" should limit the sharing of the Master Account Username and password to only those employees (typically, the person(s) in the organization in charge of travel arrangements) of the respective Member whose employing organization has authorized such person(s) to send out invitation links to others in the organization to become SEMs (as defined later in this POLICY). This same person or person(s) Username and password for the Master Account will also grant such person(s) access to the database of the Master Any sharing of the Username and/or password whether authorized or not, which results in misuse, abuse of the Site, unapproved actions or transactions by any person with whom the Member's Username and password was shared is the responsibility of the Master Account Member whose Username and password was shared, and the Master Account hereby indemnifies and holds harmless Company

from any financial loss or other harm resulting from the acts or omissions of the person(s) with whom the Master Account Member's User Name and password was shared, whether authorized or not, it is the sole liability of the Individual Member who shared their User Name and password with a third person.

Account whereby they can delete another member of their organization's access as an SEM.

- v. No SEM of any Master account may share his/her Username and password with any other person. Sharing of the Username and/or password by any SEM which results in misuse, abuse of the Site, unapproved actions or transactions by any person with whom the SEM Username and password was shared is the sole liability of the Master Account Member through whom the SEM received a link to apply for, and be approved as, an SEM of said Master Account. The SEM whose Username and password was shared, is the responsibility of the Master Account Member of such SEM whose Username and password was shared, and the Master Account hereby indemnifies and holds harmless Company from any financial loss or other harm resulting from the acts or omissions of the person(s) with whom the SEM's User Name and password was shared, and is the sole liability of the Master Account of the SEM whose Username and password were shared. In addition, Company, in its sole discretion, may terminate use of the Site by any SEM who shares his/her User Name or password. In addition, for any attempted or actual chargeback (the "chargeback") to a debit or credit card by any SEM, we reserve the right to take all appropriate legal actions to contest any such attempted or actual chargeback and recover all monetary and non-monetary losses and damages that the law permits against the SEM that initiated the chargeback, the legal entity that was approved as a Master Account and with which the SEM is affiliated, or both..

K. This Bitcoin Payment Policy ("Bitcoin Payment Policy") applies to your use of Bitcoin as your selected payment method. Regarding ANY Bitcoin payment, the following terms and conditions apply, in order of precedence: All Bitcoin Terms and Conditions and policies ("BTC"), all our payment processor's terms and conditions and/or similar or related policies, and our Terms and Conditions. If you do not agree with any of this Section K or our refund policy regarding Bitcoin and our payment processor, you MUST NOT use Bitcoin as your payment method.

- i. Our acceptance of Bitcoin is through our payment processor as our exchange server. We are not responsible for, or guarantee, our payment processor's services or the availability of such services. To complete your payment, you will be re-directed to our payment processor's website, where you will see the total cost of your Services purchased in Bitcoin, based on our payment processor's exchange rate. The Bitcoin price for your Services purchased will remain valid for ten (10) minutes. If you do not initiate your payment during this time, the Bitcoin exchange rate will be updated and the Bitcoin price for your Services may change.

- ii. Bitcoin transactions are final. Once you initiate a Bitcoin transaction, you cannot cancel it; this is the policy of the Bitcoin network over which we have no control. Refunds, if any, are governed by our refund policy.
- iii. We DO NOT control the value of Bitcoin against the USD at any point in time. You are responsible if the value of Bitcoin falls in relation to the USD and we do not issue any refund for any change in Bitcoin where the Bitcoin value increases against the USD. Once we receive the full payment in the Bitcoin equivalent to the outstanding USD amount for the Services you purchased, you will receive a confirmation of your transaction.
- iv. Transactions complete once confirmed. Once a Bitcoin transaction is submitted to the Bitcoin network, it will be unconfirmed for a pending full verification of the transaction by the Bitcoin network. A transaction is not of complete until it is fully verified, and your Service purchase will not occur until the transaction is completely verified.
- v. Where we permit transactions for payment for Direct Services by Bitcoin, the User or Member will receive a discount, calculated in USD, from the total transaction amount of such transaction.

12. USER, MEMBERSHIP AND AFFILIATE STATUS. User, Membership and Affiliate status are at the sole discretion of Company and may be denied or revoked at any time, with or without prior notice. In such an event, access to the Site may be denied. If any type of Membership is revoked, then all Coupons and/or Promo Codes for that Member may be forfeited at Company's sole discretion except as may otherwise set forth herein regarding any type of Membership as defined in this Policy. Furthermore, if The Company revokes a Membership, and there was a Membership Fee associated with that Membership, there shall be NO refund, in whole, or in part, of the Membership Fee. Revocation by Company of any type of Membership may result from a failure to honor the terms and conditions of any written contract between The Company and a Member or Master Member, the failure to comply with all of the requirements or prohibitions contained in this Policy or any OTHER POLICY, a failure to comply with all of the requirements or prohibitions contained on the Site, or for any act or omission that in Company's sole discretion is deemed to be defamatory, negligent or intentional torts, or that would pose a threat to Company's goodwill and reputation. The Company also reserves the right, in its sole discretion, not to renew any Member's or Master Account Member's Account with no prior notice. Provided, however, that any Services purchased prior to the termination will not be canceled.

13. TAXES, FEES, AND OTHER COSTS.

With regards to Hotels, state or national sales tax, if applicable is included in the fees displayed by us. County, parish, city or other local political subdivisions that add additional amounts to the state or national sales tax, and/or occupancy, convention or like taxes are not included in our fees unless otherwise stated in the room type you Book. You may contact the Hotel directly to ascertain the amount of any additional taxes. It is the Hotel's obligation, or that of the Service Provider, that through Us, Booked the room on your behalf, to report and pay all taxes to the relevant taxing authorities. Resort fees or

like fees, if charged by a Hotel which is not required by law to be charged to a purchaser, fees for any amenities that are not listed as being included in a specific room type, such as a mini-refrigerator, roll-away bed, crib, etc. are not included in our fees. The Member is responsible for payment of any such additional fees.

14. HOTEL ROOM COST AVERAGING, HOTEL CANCELLATION FEES, HOTEL DEPOSIT.

If a Member has a Hotel Booking of more than one night, the prices displayed on our Site are the total amount for all rooms for the entire duration of the stay. Members should be aware that often Hotels have a different room rate depending on the day of the week and occupancy demand. If a Member fails to cancel a Hotel Room in accordance with our Policy and the Hotel's policy, the Member should be aware that many Hotels, will charge an amount equal to the first night's room rate as the Hotel's Cancellation Fee, and the first night's room rate may be greater than the average price for the stay.

Members should also be aware that many Hotels require a deposit at check-in, typically by a credit card, to cover costs that are optional and that you may incur such as room service, in-room movies, etc. Our descriptions of the Hotel on our Site are provided by our suppliers and may or may not specify that a resort fee is charged and/or that a deposit or the amount of a deposit that is required. We always suggest contacting the Hotel and/or checking the Hotel's website.

15. SPECIAL HOTEL REQUESTS.

We are certainly happy to pass onto the hotel any special requests that a Member requests. However, Hotels usually do not guarantee things such as smoking or non-smoking, a specific floor, room number, view, etc., unless it is explicitly stated in the room type description.

16. TYPES OF MEMBERSHIP.

The Company has multiple types of Membership, each with its own requirements for an approved Membership. The Company reserves the right, at any time, to add, delete or suspend (temporarily or permanently) the availability of any type of Membership. The Membership, (a) may have a Membership Fee (depending on the type of Membership and/or the method used to apply for, and have, a Membership approved), (b) discounts (if any), (c) incentive programs (if any), and (d) payment methods, which are acceptable for Membership, Hotel Confirmations and Services. If a Membership type, which required a Membership Fee and such Membership Fee was paid to Company, is ever deleted, suspended (temporarily or permanently), then the Company in its sole discretion, may choose to allow such a Member to retain their full Membership benefits and use of the Site for at least until the ending date of the period of time for which the Membership Fee was paid, or continue indefinitely without payment of any additional Membership Fees, or provide a pro-rata refund of the Membership Fee.

- A. General: To obtain such low prices for its Members, Company is severely restricted by its supplier in advertising the prices it offers to its Members. Therefore, NO MEMBER, regardless of the type of Membership may engage in any commercial advertisement of any price for any Service made available to the Member by The Company without the prior written approval of a duly authorized

Company official. Nothing, however, prevents a Member from sharing by word of mouth, or an internet post or like format, of what a "good deal" or similar laudatory language they obtained from The Company nor from sharing the specifics of the savings a Member obtained from purchasing Services from Company. Travel Professional Members (all as defined below) shall not advertise Company's prices without the prior written approval from The Company as stated above.

- B. Master Account: A "Master Account", as defined in Section 1, is required to be established by a Commercial Entity, whether For Profit or a Non-Profit Entity and/or a Governmental Entity (as defined elsewhere in this POLICY) is seeking Membership. Neither an Individual Member or a Travel Professional, both as defined elsewhere in this POLICY, is not eligible for a Master Account. An "Applicant" is a natural person who has the legal capacity and actual authority to bind and Commercial Entity, or Governmental Entity to a contractual relationship with The Company. Generally, the person applying for a Master Account should be the person ultimately responsible for handling the travel arrangements for the entity which is applying, or another person whose responsibilities include handling travel arrangements for the applying entity.
- i. To create a "Master Account", each type of Membership that requires a Master Account to be established, must complete, and submit, on the Site, and in a manner set forth on the Site, the application for the type of Membership sought.
 - ii. The email address entered by the Applicant during the initial request for Membership must use the "Domain Name" of the Commercial Entity's, Non-Profit Entity's or Governmental Entity's email service:
 1. As used in this policy, "Domain Name" shall mean the internet protocol address assigned to the Travel Professional Member by an Internet Service Provider (the "ISP") and which is associated with a "root server", e.g., ".com", ".net", ".org", etc. Using what is referred to as the Domain Name Service ("DNS") the DNS points to an "authoritative server" located in an ISP. Using a process called "name resolution" the Travel Professional Member's "name" is uniquely associated with a specific IP address.
 2. Using "www.yourcompany.com" as an example, ".com" is the root server, and "yourcompany.com" is the domain name, and "www" is the hostname. The domain name is the organization's identity on the www (world wide web), and the hostname is the name of the web server within that domain. By way of example and not by limitation, if an approved Travel Professional's website is www.yourcompany.com; then each employee or agent of the Travel Professional Member would have to supply their specific email address using the domain name of the Travel Professional Member, e.g. JaneDoe@yourcompany.com.
 3. If the Commercial Entity, Non-Profit Entity or Governmental Entity making application for Membership does not have a website or said website does not host the entity's email system, then the

Applicant must use the Commercial Entity's, Non-Profit Entity's or Governmental Entity's commercial email provider's Domain Name. By way of example and not limitation, the email domain might be "yourcompany.com" and the Applicant might be Jane Doe@yourcompany.com, or the email domain might be "state.gov" or "charity.org" and the appropriate examples of the email address to be used in the application might be john.doe@state.gov or john.doe@charity.org. If an Applicant uses an email address for a Commercial Entity, Non-Profit Entity, or Governmental Entity, where said entity does not have a website or does not use its website to host its email, Company reserves the right to require Additional Documents (as defined elsewhere in this POLICY to verify the legal existence of the Commercial Entity, Non-Profit Entity or Governmental Entity and may decline the application.

4. Upon completing the online application on the Site, The Company will automatically send an email to the email address given by the Applicant on the application for Membership. In such email, Company shall, depending on the type of Membership sought:
 1. Send the Applicant such forms for completion, and/or requests for additional information, and/or supporting documents (individually and collectively the "Applicant Documents") as Company shall deem necessary to approve the type of Membership sought. Company shall require the Applicant Documents to be completed by the Applicant consistent with any instructions for completion of Applicant Documents that may be sent to the Applicant. In addition, Company in its sole discretion may require a certain type(s) of a Member to use, at no cost to the Member, a secure electronic signature Service Provider to return all or part of the Applicant Documents electronically to The Company or
 2. Approve the Master Account, and activate the User Name and Password (hereinafter the "Login Credentials") which were chosen by the Applicant during the application process on the Site and send an email to the Applicant's email address provided during the application process advising that the Applicant's Membership had been approved and that the Applicant's Login Credentials have been activated to allow the purchase of Services, or
 3. Request additional Applicant Documents and upon review by The Company of such additional Applicant Documents, send an email to the Applicant's email address as provided during the application process by the Applicant advising either that the Applicant's Master Account has been approved and the Applicant's Login Credentials have been

activated to allow the purchase of Services or to advise the Applicant that the Applicant's Master Account has been denied.

4. in Company's sole discretion, upon the information supplied by the Applicant on the Site and any Applicant Documents or any additional information requested from The Company to the Applicant, The Company reserves right to deny the request for a Membership.
5. Any such sharing, if any, of Login Credentials of a Master Account, is as set forth for each type of Membership; provided, however, any such sharing is at the sole risk of the Member and Member shall be responsible for any such sharing and/or failure to secure Login Credentials using the Member's best efforts. In no event may a chargeback be made by the owner of the Master Account if Login Credentials are misused by the Applicant or shared by the Applicant and then subsequently misused by the Applicant or any person with whom the Login Credentials were shared by the Applicant, or for any failure to use best efforts to keep Login Credentials from being obtained by, and/or used by, any unauthorized person. The Login Credentials for a Master Account once provided and/or approved will be emailed ONLY to the email address furnished by the Applicant at the time of the application to obtain a Master Account. Purchases of Service may not be made by a Master Account; therefore, every Master Account must have at least one Sub-Entity account (as defined elsewhere). If the Applicant for an approved Master Account does not wish to share the Applicant's Login Credentials, then a Sub Entity Membership (as defined elsewhere in this POLICY) must be obtained for each such person who is eligible for a Sub Entity Member Account.

- C. As used in this Policy, the United States of America (hereinafter the "USA"), unless expressly defined differently in a different Section of this Policy shall mean the fifty (50) states of the United States of America, the District of Columbia, each of the five (5) territories of Puerto Rico, U.S. Virgin Islands, Guam and the Northern Mariana Islands, the Marianas archipelago in the western North Pacific Ocean; and American Samoa.
- D. Sub Entity Membership. An SEM is as defined in Section 1. For those entities required to establish a Master Account (all but Individual Members and Travel Professionals), there must be at least one (1) SEM. The organization that obtained an approved Non-Profit Entity Membership, or an Entity Membership, or a Governmental Entity Membership is responsible for the acts and omissions of any of their SEM's, including chargebacks. For an individual to become an SEM, the person desiring to be an SEM must:

- i. Use the link they received from their Master Account Membership Member, and
 - ii. The individual, when completing the online application, which will appear when the individual clicks on the link provided to them by their Master Account Member, MUST use the same domain name as that of the Master Account Member when the potential SEM creates their account.
 - iii. No person or fictional person who is acting as an independent contractor, as defined by the USA's Internal Revenue Service Code or rules or regulations promulgated thereunder, irrespective of the domicile of said person(s) or location(s) where the independent contractor's work is performed, is authorized to apply to be a SEM as defined elsewhere in this POLICY; The independent contractor must apply to become a Member, selecting the type of Membership which is most applicable to the nature of the independent contractor's work.
- E. Company reserves the right, in its sole discretion, to decline or approve an Individual Member as defined elsewhere in this POLICY, or any Master Account listed as defined elsewhere in this POLICY; provided however, that with regard to a natural person, Company shall not decline to approve an Individual Member or a SEM of any Master Account Member in violation of any applicable anti-discrimination legislation protecting natural persons, of the United States of America, the State of Nevada, Clark County Nevada, Las Vegas, Nevada, nor because of any natural person's sexual orientation or gender identification. Provided however, so long as it is not in violation of any of the aforementioned anti-discrimination legislation, sexual orientation or gender identification, Company reserves its rights, in its entirety, to deny access to our Site to any User, potential or Actual Member (of any Membership type) and further to suspend or revoke any access or Membership application or Membership at any time for any reason, in its sole discretion.
- F. No Individual Member, Travel Professional Member or employee thereof, a Master Account Member or SEM of such Master Account Member shall, at any time, institute a chargeback or dispute with the issuer of any credit or debit card for Direct Services without using the Contact Us function of the Site as soon as practicable and in no case less than five (5) business days after the Member has a grievance, concern or issue, and shall allow Company fourteen (14) Business Days to work with the Member to try and reach a mutually satisfactory outcome. If no mutually satisfactory resolution can be made in the fourteen (14) Business Days, then the Member may institute a chargeback but only if the facts involved constitute a legitimate basis under the terms and conditions of the issuer of the debit or credit card involved. A failure of a Member to abide by this Section(F) shall be grounds for immediate termination of the Membership, and if any Membership Fee was paid, it shall not be refunded in whole or in part. Further, ANY CHARGEBACK OR ATTEMPTED CHARGEBACK, whether approved by the issuer of the card or not, by any Member, in The Company's sole discretion, result in the immediate termination, without any prior notice. Company reserves the right to take any legal action it deems appropriate to recover the amount of any attempted chargeback or chargeback, and any and all

costs incurred by Company in doing so, including reasonable attorney's fees, court costs, related fees, and damages.

- G. For a Travel Professional Account, there MUST BE a credit or debit card associated with the Account; the Authorization To Charge form and other Applicant Documents on file with Company.
- H. For a Travel Professional Member, a Non-Profit Member Master Account, and a Government Entity Master Account all as defined elsewhere in this POLICY there shall not be a fee for an Approved Master Account. For, Non-Profit SEMs, or Governmental SEMs, there shall be no fee for any number of SEM's associated with such accounts. For Entity Member SEM Accounts, there shall be, as set forth on the Site, for each number, or range of numbers, a fee for the number of approved SEM accounts.
- I. Company reserves the right, in the future, to establish a fee which will be as set forth on the Site for each number, or range of numbers, a fee for the number of approved SEM's associated with Non-Profit Member Master Accounts, and Governmental Member Master Accounts.
- J. For any Master Account, all SEMs associated with said Master Account, each such SEM is required to not engage in any prohibited activity as set forth herein, not only as set forth for an SEM but as applicable to the Master Account Member as well. It is the obligation and responsibility of a Master Account Member, irrespective of type of Membership and a Travel Professional Member, to instruct and/or advise, and/or educate each SEM associated with a Master Account or an employee of a Travel Professional Member of both permissible and prohibited behavior set forth in any written contract between a Member and as set forth in this POLICY and as set forth on the Site. The Master Account Member is legally responsible, under the general legal concept of "respondeat superior" for all act(s) or omission(s) of all SEM(s) of the Master Account Member.
- K. Travel Professional. A Travel Professional Member ("Travel Professional Member") is a Commercial Entity and/or any entity enumerated in Section 1(O)(ii-vii) that engages in whole, or in part, in the business of providing travel services for resale to a third party. A Travel Professional is also subject to all the provisions of Section 16, as well as all other provisions of this Policy.
 - i. A natural person that is NOT operating ANY type of for-profit business or commercial activity is NOT eligible for a Travel Professional Member Membership.
 - ii. An Applicant is one seeking Membership as a Travel Professional Member which must be a Commercial Entity and must complete, and submit, on the Site, and in a manner set forth on the Site, the application for a Travel Professional Member. Upon the submission of said application, Company shall automatically, by email to the email address given by the Applicant, send the Applicant such forms as Company shall deem necessary to approve the Travel Professional Member Membership. The Applicant must also supply for use by Company, the credit or debit card information that will be used for the Travel Professional Account, the Authorization to Charge form and any Additional Documentation required.

Such forms will be sent by The Company in a format that will permit the Applicant to download and upload forms and provide an Electronic Signature. The Company reserves the right, in its sole discretion to require that anyone applying for a Travel Professional Member Membership furnish additional proof, the nature of which is acceptable to Company in its sole discretion, to demonstrate to The Company that such an Applicant is in fact, engaged in a "for profit" enterprise related to the sale of travel related services. A hobby, as defined by the United States Internal Revenue Service laws and regulations is not considered by Company as being acceptable for a Travel Professional Member Membership.

- iii. Information may be provided on the Site or in an email to the Applicant as to how long it will typically take to approve or disapprove an application, the amount of time the Applicant has to complete and submit the documentation beginning from the date and time the Applicant initially applied for a Travel Professional Member Membership on the Site, what will happen if the Applicant fails to complete and submit the application in the requisite time period and other specifics regarding the application and application approval process. An Applicant may always use the Contact Us function on the Site for any questions or concerns.
- iv. The Site will provide information by email only to the email address first furnished by the Applicant when requesting to become a Travel Professional Member. This may include but may not be limited to how to proceed if you failed to submit the requested documentation in the requisite time frame, and/or any additional documentation that will be needed on which Company will base its decision to approve a Travel Professional Member Membership.
- v. There is no Master Account for a Travel Professional Membership. If the Travel Professional Membership is approved, the Applicant will be notified by email at the address submitted by the Applicant.
- vi. The Applicant and all other employees MUST log into the Site using the same Login Credentials the Applicant created as part of the initial application. The Applicant and any other employee of said Travel Professional Member must use either the credit or debit card the Applicant furnished in the Authorization To Charge form as submitted by the Applicant. Bitcoin will also be accepted for payment, unless we post a notice to the contrary on the Site at some future date, if you use Bitcoin, as a Payment Method, you will receive a discount of the USD amount on each purchase of our Service(s) where you use Bitcoin as the payment method.
- vii. Any employee of an approved Travel Professional Member who will not be using the same credit or debit card that was submitted by the Applicant as part of the process to become an Approved Travel Professional Member must apply on the Site for a Travel Professional Membership and the approval process will be the same as the process for an initial Applicant for a Travel Professional Member as set forth in this Subsection 16(L).

- viii. Incentives. A Travel Professional Member may receive discounts, other amenities and/or other features provided by Company or additional incentives (the "Incentives") from The Company.
1. Travel Professional Members may use only a debit/credit card or Bitcoin for the payment for services.
 2. A Travel Professional Member needing to change the debit or credit card currently on file must use the "Contact Us" function on the Site. Please DO NOT enter any credit or debit card numbers at that time. The Company will contact you about how to change the credit or debit card to a different one and the information that will be required.
 3. A Travel Professional Applicant, in addition to all other requirements set forth herein and, on the Site, will be required to execute of a written contract between the Travel Professional Member's legal entity and The Company before any Travel Professional Member is approved.
 4. A Travel Professional Member may have its Member Account terminated immediately, without prior notice, if it:
 - i. Has a search to book ratio, in any consecutive thirty (30) day period, of greater than one hundred (100) searches on the Site for each one (1) Service purchased in said consecutive thirty (30) day period whether said purchase was used or canceled in any consecutive thirty (30) day period. By way of example only, and not by limitation, if individually or collectively one hundred and one (101) searches on the Site yield to The Company only one (1) Service purchase whether such purchase was used or canceled, then the Travel Professional Member may be terminated without prior notice, and/or
 - ii. If the cancellation of Services is greater than fifteen percent of booking/purchases in any consecutive thirty (30) day period, and/or
 - iii. ANY CHARGEBACK OR ATTEMPTED CHARGEBACK, on a debit or credit card, whether approved by the issuer of the card or not, by a Travel Professional Member may, in The Company's sole discretion, result in the immediate termination, without any prior notice, of the Travel Professional Member and/or
 - iv. If the Company, in its sole discretion, believes that a Travel Professional Member are making bookings or Direct Service purchases in what The Company believes is an attempt to manipulate the inventory and/or pricing of a Hotel or other Direct Service.
 - v. If there is any breach of any of the terms and conditions in the written contract.

- L. An "Entity Member" (hereinafter an "EM") is a Commercial Entity and/or any entity enumerated in Section 1(O)(ii-vii) whose line of business, in whole or in part is other than that of a Travel Professional, and whose line of business is a for-profit business.
- i. An Applicant seeking Membership as an EM Master Account must complete the information requested on the Site for an EM membership. A hobby, as defined by the United States Internal Revenue Service laws and regulations is not considered by Company as being acceptable for an EM Membership. Upon approval by Company as an EM, The Company shall notify said EM of its approval in an email to the email address furnished by the Applicant. and to advise the Applicant that their Login Credentials have been activated.
 - ii. An Applicant seeking Membership as an EM Master Account Member must complete, and submit, on the Site, and in a manner set forth on the Site, the application for an EM Master Account Member.
 - iii. Information may be provided on the Site or in an email to the Applicant as to how long it will typically take to approve or disapprove an application.
 - iv. The Site will provide information to the Applicant for the EM Master Account by email relating to the approval of the EM Master Account. Said email shall be sent only to the email address first furnished by the Applicant when requesting to become an EM Master Account Member. This may include, but may not be limited to, how to proceed if we need additional information or if we decline to approve your application. The EM Master Account Applicant or Member may use the "Contact Us" function on the Site to ask for additional information, information, or questions. An approved EM Master Account Membership will be given a ninety (90) consecutive day free trial period (hereinafter the "Free Trial") commencing on the day and time upon which The Company sent an email to the EM Applicant verifying that the EM's Free Trial has commenced and that the Login Credentials for the EM Master Account have been activated. Although SEM's may be added during the Free Trial period added at any time after approval of the EM Master Account, the addition of any SEM does not change the beginning date of the Free Trial period
 - v. The date and time of Company sending an email to the EM Master Account Applicant advising that the EM Master Account has been approved and advising them that the Login Credentials for the EM Master Account sent by Company to the EM Master Account Member Applicant, and NOT the approval date of any associated SEM(s) is the first day of the Free Trial period.
 - vi. Company, in its sole discretion and as set forth on the Site, at the time that the Master Account application for EM Master Account Membership was approved by Company, collect the payment information at the time of application but if it does, the EM member shall not have said payment method debited until the end of the Free Trial OR Company may elect to defer collecting payment information until the conclusion of the Free Trial period and debit the payment immediately at that time. In NO EVENT

after the Free Trial period has ended shall an EM have full access to the Site until (a) the necessary payment information has been submitted by EM to Company, AND (b) Company has debited the payment source provided by EM to Company AND (c) Company has received verification that such debit was accepted and cleared by EM's payment source. After said payment has been accepted and cleared, then the EM's shall be sent notice via Email that they may commence their Annual Membership. Once the Free Trial has ended, and the EM Master Account Member has paid for their Membership, there shall be NO REFUND of the Membership Fee, in whole or in part, for any reason.

- vii. At Company's sole discretion and as set forth on the Site on the date upon which application was first made by the prospective payment, The Company may allow cancellation of the EM Membership during the Free Trial. If cancellation during a Free Trial is permitted by Company, then Company shall not debit EM's payment source, if Company has the payment source information during the Free Trial so long as Company receives notice by 12 midnight of the ninetieth day of the Free Trial Period using the Contact Us function of Company's Site.
- viii. Any other language in this POLICY to the contrary notwithstanding, an EM shall not be permitted to use any Coupon or Promo Code to reduce the cost of the Annual Membership Fee.
- ix. There is an Annual Membership Fee(s) for an EM Membership as set forth on the Site. The Membership Fee shall be based on the number of "SEMs" the EM Member chooses. A "Seat" shall mean each employee or agent who is provided access to the Site using said employee's email address which must contain the same Domain Name as that of that EM. By way of example only, and not by limitation, if the EM's website is "www.yourcompany.com", then JohnDoe@yourcompany.com would be a Seat, and JaneDoe@yourcompany.com would be an additional Seat.
- x. The Membership Fee amount shall be based on a range of a number of SEMs purchased by the EM from The Company. By way of example only, and not by limitation, Company might offer a Membership Fee, at one amount, based on one (1) to ten (10) SEMs, and a different Membership Fee amount for Eleven (11) to Twenty-five (2) SEMs, etc. The actual number of SEMs available in any given range of SEMs and the number of ranges of SEMs is as set forth on the Site. A Seat is essentially the same as a Sub Entity Member (SEM) in that until the Master Account is activated, no SEMs will be activated and are subject to the same policies as SEMs, using the EM's Master Account email domain name.
- xi. Irrespective of which range of the number of SEMs an EM Member elects, the EM shall receive the first ninety (90) days of its initial EM Membership at no cost to the EM, said ninety (90) day period shall be denominated as the "Free Trial Period". The Free Trial Period shall commence upon the date and time that The Company sends an email notification to the EM Member that their range of SEMs has become active (the "Approval Date"). The Free Trial Period shall end at 12

midnight on the ninetieth (90th) day after the Approval Date. Once any EM Member has received a Free Trial Period, that EM shall never be entitled to another Free Trial Membership even if said EM canceled the Free Trial Period before exhausting the full ninety (90) days of the Free Trial Membership. The Company reserves the right to change the Membership Fee for Annual Membership for any and/or all ranges of SEMs and/or the number of SEMs available as a range of SEMs, and/or the number of ranges of SEMs upon prior notice on the Site and/or by email, in The Company's sole discretion. Provided, however, no such Membership Fee change or changes in the number of SEMs in a range, or the number of ranges of SEMs shall be charged without the explicit acceptance of such Membership Fee by the EM.

- xii. An EM Member may purchase a range of a greater number of SEMs either at the end of its Annual Membership as set forth in elsewhere in this POLICY or at any point in time during any existing Annual Membership period as set forth elsewhere in this POLICY. The Annual Membership Fee due to the increased number of SEMs shall be pro-rated upon the number of month's remaining during the EM's current Annual Membership. The proration shall not include any day, portion of a day or days during a Free Trial Period (a "day" being a consecutive twenty-four (24) hour period).
- xiii. A reduction to a lower range of SEMs, i.e., access to Membership with a fewer number of SEMs may not be made during the Free Trial Period, or during an Annual Membership period
- xiv. An EM seeking to increase its number of SEMs shall use the Contact Us feature of the Site and advise The Company of the range of SEMs that the EM wishes to increase to, and the EM's desired effective date for the increased range of SEMs to be effective.
- xv. An EM may elect to increase its range in a number of SEMs in one of two ways. An EM may elect to:
 - 1. Provide fourteen (14) or more days prior notice of its desire to increase its number of SEMs before the end of its then current Annual Membership period using the Contact Us function of the Site, indicating that the EM wishes the increased number of seats to become effective on the first day following the conclusion of its existing Annual Membership. Using this method, the increased number of SEMs, and paying for an increased number of SEMs greater than the range of SEMs for which it is currently paying, then upon payment of the increased Annual Membership Fee on or before the expiration of its then current Annual Membership Period, the increased number of SEMs shall be available to the EM upon the first day following the expiration of its current Annual Membership, or
 - 2. Provide fourteen (14) or more days prior notice of its desire to increase its number of SEMs during its Annual Membership period, and the date upon which the EM wishes to have access to a

specific increase in the number of SEMs, and to pay an additional amount for said additional SEMs, if such number of SEMs exceeds the range of SEMs the EM paid for during its then current Annual Membership by using the Contact Us function of the Site. In the event EM chooses the options in this Section III(L)(xv)(2) the cost of the additional range of SEMs shall be prorated as set forth as defined elsewhere in this POLICY.

3. The calculation of the pro-rata credit shall be as follows:
 - . Company shall first determine how many months the EM has had full access to the Site beginning with either the end of a Free Trial period of its first Annual Membership, or if said EM has already had the benefit of a Free Trial in a previous year prior to the current Annual Membership, the beginning date of its current Annual Membership period. The use of so much as a single day in any given month, during the EM's then existing Annual Membership, shall be calculated as a full month. The determination set forth in this subsection shall be the "Beginning Date".
 - a. The ending date which The Company shall utilize to determine how many months of the current Annual Membership the EM has used for the purposes of calculating the proration, shall be the date and time, upon which Company sends an email to the EM advising EM that all necessary steps have been completed so that the EM may begin using the increased range of the number of SEMs requested by the EM. The use of so much as a single day or any portion thereof until the EM has access to the increased range of SEMs shall be counted as a full month. The determination set forth in this Section shall be the "Ending Date".
 - b. Company shall then determine the number of months between the Beginning Date and the Ending Date, as set forth as defined elsewhere in this POLICY. The determination as set forth herein shall be "Months Used"
 - c. The number of Months Used shall be subtracted from twelve (12) months with the said result being the number of "Credit Months".
 - d. The USD amount for the Annual Membership that the EM previously purchased from Company PRIOR to the increased range of SEMs to be purchased by the EM shall be divided by twelve (12). The result of such division shall be rounded up to the next whole USD and shall be the "Monthly Average".
 - e. The Monthly Average shall be multiplied by the "Credit Months", and the USD amount yielded shall be subtracted from the Annual Membership Fee the EM shall pay for the

increased range in the number of SEMs requested by the EM.

- f. Any language in this Policy to the contrary notwithstanding, the three (3) free months used during a Free Trial Period shall not be included in the computation of Credit Months since the EM did not pay anything to Company for the Free Trial Period. If the EM desires to increase the range of SEMs before the conclusion of a Free Trial Period, The Company, upon reasonable prior notice shall attempt to make the additional SEMs available and the Annual Membership Fee payable to Company shall be based upon the range of SEMs the EM had available to it upon the conclusion of the Free Trial Period. An EM may purchase any Service(s) from Company using a credit or debit card or Bitcoin. Any other language in this Policy to the contrary notwithstanding, if more than one (1) person is authorized by the EM to make purchases of Services, then each such person shall use the same login credentials furnished by us to the EM.
- xvi. Unless we post a notice to the contrary on the Site at some future date, if an EM uses Bitcoin, as a Payment Method, the EM will receive a discount of the USD amount on each purchase of our Service(s) where Bitcoin was used as the payment method.
- xvii. The term "employee" and/or "agent" as related to who may be given a Seat shall be broadly construed to include officers, directors, owners, employees whether temporary, permanent, full time or part-time, and independent contractors but only when acting on behalf of the EM so long as such person has an email address with the Domain Name of the EM.
- xviii. The Site will provide information by email only to the email address first furnished by the Applicant when requesting to become an Entity Master Account Member. This may include but may not be limited to how to proceed if you failed to submit the requested documentation in the requisite time frame, and/or any additional documentation that will be needed on which Company will base its decision to approve an Entity Member Master Account.
- xix. Revenue Band Rewards. An Entity Member's Master Account may receive discounts, other amenities and/or other features provided by Company or additional incentives (the "Incentives") from The Company based on their "Net Revenue" to The Company. The "Net Revenue" shall include the gross USD amount received by Company from the Entity Member's Master Account's SEMs aggregated together (the "Aggregate") for Direct Services provided to, and paid for by, the Entity Member's Master Account's SEMs in the Aggregate (the "Gross Revenue") less the sum of any refunds, chargebacks, credits, loss of commissions or like returns made by Company for Direct Services to said Master Account Member's SEMs in the Aggregate (the "Calculated Refund"). For sake of

clarity, "Net Revenue" is the "Gross Revenue" minus the "Calculated Refund" as those terms have been previously defined in this subsection.

1. The Net Revenue bands and Incentives per Revenue Band (as defined below) shall be as set forth, in detail, on the Site, and the Net Revenue Band and Incentives per Revenue Band are subject to change by Company in its sole discretion. As used herein, a "Net Revenue Band" shall mean a USD amount of Net Revenue that was less than a certain USD amount for to incur any Incentives, one or more progressively higher USD amount ranges consisting of a low and high range of USD amount, each such range having differing Incentives somewhat more inclusive Incentives and/or having additional Incentives, and the maximum Net Revenue amount beyond which after reaching said maximum Net Revenue amount and having earned the Incentives listed for that maximum Net Revenue Amount, there are no additional Incentives available.
2. Initially, Net Revenue shall be calculated commencing at 12:01 am on January 1, 2018, and ending at 12 midnight on December 31, 2018. Thereafter, Net Revenue for an Entity Master Member shall be computed for the period beginning at 12:01 am on January 1 of each subsequent Year and ending December 31st at 12 midnight of the same Year (hereinafter a "Calendar Year"). Further, said Net Revenue shall be computed on a cash accounting basis for the Gross Sales paid to Company during the aforementioned time period less the Calculated Refund. Net Revenue earned in one Calendar Year may NOT be carried over into any subsequent Calendar Year for the purposes of determining Net Revenue.
3. If in ANY given Calendar Year, an Entity Master Account Member's SEMs generate Net Revenue in an amount sufficient to qualify for a pricing discount as set forth in the table of revenue bands and associated Incentives for such band, then their discount shall be in effect for the remainder of the subsequent Calendar Year but will occur ONLY if the Entity Master Account Member notifies us, as set forth in Section 4 below, AND the discount will commence on the date in the subsequent Calendar Year once we have been able to determine that the Entity Master Account is, in fact, eligible for the pricing discount pursuant to Section 4, below. A pricing discount pursuant to Net Revenue shall never be longer in duration than one (1) subsequent Calendar year at a time. At, or near the end of the current Calendar, or as soon as practicable after the end of the just concluded Calendar Year, the Entity Master Account Member shall have to use the Contact Us function to notify us if they are eligible for a pricing discount, and then to allow us to verify the Net Revenue, pursuant to Section 4 below, for any pricing discount for the subsequent Calendar Year.
4. For an Entity Master Account Member to qualify for a discount, for a subsequent Calendar Year, it is the Entity Master Account

Member's obligation to contact us, each Year, using the Contact Us function on the Site to inform us that they believe they qualify for a pricing discount. We shall have thirty calendar days from the receipt of such request for a discount, and if approved, the discount shall be approved effective as of the first day of the month after the end of the thirty (30) day period that Company uses to verify that the Entity Master Account qualifies for a discount.

5. The discount rate applies ONLY to the Net Revenue generated by Direct Services and DOES NOT include any Net Revenue for Indirect Services (including, but not limited to, activities, flights, events, and travel insurance).
 6. Entity Master Account Members and their associated Seats may use only debit/credit card or Bitcoin for the payment for services. The Commercial Entity or other entity meeting the requirements to be a Master Account Holder who desires to be an Entity Master Account Member shall have to apply and be approved by us, as set forth herein in this Policy and on the Site.
 7. Once the Commercial Entity or other entity meeting the requirements to be an Entity Master Account Member has been approved then the person designated to manage the account will receive administrative log in credentials to manage the database of persons who will be using a Seat and an email link for such person to send to those persons who will be using a Seat. Each person that will be using a Seat, will then use that link to enter some basic information that must include an email address with the same Domain Name as that used by the approved Entity Master Account, click on the Activation Link, and then the individual will automatically have a Site web page open welcoming them to the Site.
 8. As used in this policy, "Domain Name" shall mean the internet protocol address assigned to the Entity Master Account Member by an Internet Service Provider (the "ISP") and which is associated with a "root server", e.g., ".com".
- M. A Non-Profit Member (hereinafter a "NP Member") is an entity that has been approved by the United States Internal Revenue Service ("IRS") as a non-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code, or under another provision of United States Law that proves that such entity is not subject to income taxation by the IRS. Proof of such exemption, such as furnishing a copy of the IRS (501)(c)(3) approval granting non-profit status or such other documentation that The Company deems in its sole discretion to demonstrate that the entity is a non-profit entity may be required (the "Proof"). NP applications who have submitted documents to the IRS seeking approval as a non-profit entity but who have not received Proof shall not be eligible for NP Membership unless or until they have the requisite proof.
- i. There shall be no Annual Membership Fee for an approved NP Master Account, nor for any SEM's, which are unlimited in number. It is unlikely

that The Company will change its position of NO MEMBERSHIP FEES and an unlimited number of SEM's. If the Company should ever change its position in this regard, NP Master Account Members and their associated SEM's will be advised of any such change, with prior notice. So, our attorneys have made us include this language that The Company does reserve the right, with prior notice if any type of Membership Fee of any type is ever to be charged in the future. The Company highly values the important work of Non-Profit organizations and our Company core value of recognizing, in our own way, how greatly we value the work of Non-Profit organizations.

- ii. A natural person that is NOT operating ANY type of for-profit business nor any Commercial Entity that is for-profit is NOT eligible for an NP Member Membership.
- iii. An Applicant seeking Membership as an NP Member must complete, and submit, on the Site, and in a manner set forth on the Site, the application for an NP Master Member. The Applicant must have the legal capacity and legal authority to enter into a binding agreement (this TERMS AND CONDITIONS POLICY) between The Company as a Member.
- iv. The Applicant, as part of the application, must include the Applicant's email address furnished to them by their NP entity. This email address must either include the NP's domain address or if the NP does not have a website that also acts as the NP entity's email server, then the Applicant's NP email account to be used MUST be the email domain, provided to, and used by the NP for its NP activities, typically by a third party commercial supplier of email services. Personal email addresses MAY NOT be used in the Application to create an NP Master Account and/or any SEMs of the NP entity. See elsewhere in this POLICY for more information about domain names and examples and for information about a "Master Account" and/or SEMs.
- v. Information may be provided on the Site or in an email to the Applicant as to how long it will typically take to approve or disapprove an application for an NP Master Account, the amount of time the Applicant must complete and submit the documentation beginning from the date it was sent by The Company, and other specifics regarding the application and application approval process. An Applicant may always use the Contact Us function on the Site for any questions or concerns.
- vi. The Site will provide information by email only to the email address first furnished by the Applicant when requesting to become an NP Master Account Member. This may include but may not be limited to how to proceed if you failed to submit the requested documentation in the requisite time frame, and/or any additional documentation that will be needed on which Company will base its decision to approve an NP Member Membership.
- vii. If NP Master Account Membership is approved, the Applicant MUST log into the Site using the Login Credentials the Applicant created as part of the initial application. No credit or debit card information or Bitcoin

information is needed for the application for Membership or to search the Site. The only time payment information will be requested is if you are purchasing a Service. Unless we post a notice to the contrary on the Site at some future date, if you use Bitcoin, as a Payment Method, you will receive a discount of the USD amount on each purchase of our Service(s) where you use Bitcoin as the payment method.

- viii. Incentives. An NP Master Account Member may receive discounts, other amenities and/or other features provided by Company or additional incentives (the "Incentives") from the Company.
- ix. NP Master Account Member's SEMs may use only debit/credit card or Bitcoin for the payment for services.
- x. As used in this policy, "Domain Name" shall mean the internet protocol address assigned to the NP Master Account Member by an Internet Service Provider (the "ISP") and which is associated with a "root server", e.g., ".com", ".".

N. A Government Membership (hereinafter a GOVM Membership) is only available to:

- i. To any branch of the government of the United States of America Federal Government, including the Executive, Judicial and Legislative branches (hereinafter each a "Branch" and collectively the "Branches"), and to each Office, Division, Bureau, Department or like organizational unit of each such Branch, and
- ii. To each of the fifty (50) States of the United States, the District of Columbia and to each of the five (5) territories of Puerto Rico, U.S. Virgin Islands, Guam and the Northern Mariana Islands, in the Marianas archipelago in the western North Pacific Ocean; and American Samoa and the Branches of each, and to each Office, Division, Bureau, Department or like organizational unit of each such Branch, and to
- iii. The county, parish, city, town, borough, township, village or like unit of local government created by each of the States and territories enumerated as defined elsewhere in this POLICY.
- iv. To apply for a GOVM Master Account, only very infrequently need Additional Documentation, just the application information requested on the Site. However, on rare occasions, the name of the GOVM entity seeking a GOVM Master account may not be self-evident so it may be necessary to contact the Applicant via email and request the Applicant's Assistance in verifying that the Applicant is, in fact, eligible as a governmental entity, since we REQUIRE NO MEMBERSHIP FEE for a GOVM or any of its SEMs, there are "bad actors" who may be a for-profit Commercial Entity who has chosen a name that implies that the Commercial Entity is a governmental entity.
- v. There shall be no Annual Membership Fee for an approved GOVM Master Account, nor for any SEMs. It is unlikely that The Company will change its position of NO MEMBERSHIP FEES and an unlimited number of SEMs.

If the Company should ever change its position in this regard, GOVM

Master Account Members and their associated SEM's will be advised of any such change, with prior notice. So, our attorneys have made us include this language: that The Company does reserve the right, with prior notice if any type of Membership Fee of any type is ever to be charged in the future. The Company highly values the important work of government organizations and our Company management are aware that many who travel on governmental business often either pay for the entire trip out of pocket and must wait extended periods of time. Likewise, we know that GOVM workers are often confronted with extremely low reimbursements rates. For many, the GOVM worker loses money to take a trip on governmental business.

We are also aware that governmental agencies are often impacted very negatively due to lack of funds. So, we hope our "NO MEMBERSHIP FEES" helps the GOVM agency to save funds to use elsewhere, and to say, "THANK YOU" to our governmental workers!!!

- vi. No individuals, nor Commercial Entities are eligible for a GOVM account, including for-profit Commercial Entities operating under contract with a government agency.
- vii. An Applicant seeking Membership as a GOVM Member must complete, and submit, on the Site, and in a manner set forth on the Site, the application for a GOVM Master Member. The Applicant must have the legal capacity and legal authority to enter into a binding agreement (this TERMS AND CONDITIONS POLICY) between The Company as a Member.
- viii. The Applicant, as part of the application, must include the Applicant's email address furnished to them by their GOVM entity. This email address must either include the GOVM's domain address or if the GOVM does not have a website that also acts as the GOVM entity's email server, then the Applicant's GOVM email account to be used MUST be the email domain, provided to, and used by the GOVM for its GOVM activities, typically by a third party commercial supplier of email services. Personal email addresses MAY NOT be used in the Application to create a GOVM Master Account and/or any SEMs of the GOVM entity. See Sections 16(B)(i and ii) for more information about domain names and examples and Sections 1(X) and 1(A14) for information about a "Master Account" and/or SEMs, respectively.
- ix. Information may be provided on the Site or in an email to the Applicant as to how long it will typically take to approve or disapprove an application for a GOVM Master Account, the amount of time the Applicant must complete and submit the documentation beginning from the date it was sent by The Company, and other specifics regarding the application and application approval process. An Applicant may always use the Contact Us function on the Site for any questions or concerns.
- x. The Site will provide information by email only to the email address first furnished by the Applicant when requesting to become a GOVM Master Account Member. This may include but may not be limited to how to

proceed if you failed to submit the requested documentation in the requisite time frame, and/or any Additional Documentation that will be needed on which Company will base its decision to approve a GOVM Member Membership.

- xi. If GOVM Master Account Membership is approved, the Applicant MUST log into the Site using the Login Credentials the Applicant created as part of the initial application. No credit or debit card information or Bitcoin information is needed for the application for Membership or to search the Site. The only time payment information will be requested is if you are purchasing a Service. Unless we post a notice to the contrary on the Site at some future date, if you use Bitcoin, as a Payment Method, you will receive a discount of the USD amount on each purchase of our Service(s) where you use Bitcoin as the payment method.
You may use either a credit or debit card or you may use Bitcoin. Unless we post a notice to the contrary on the Site at some future date, if you use Bitcoin, as a Payment Method, you will receive a discount of the USD amount on each purchase of our Service(s) where you use Bitcoin as the payment method.
- xii. Revenue Band Rewards. A GOVM Master Account Member may receive discounts, other amenities and/or other features provided by Company or additional incentives (the "Incentives") from The Company based on their "Net Revenue" to The Company. The "Net Revenue" shall include the gross USD amount received by Company from a GOVM Master Account Member's SEMs aggregated together (the "Aggregate") for Direct Services provided to, and paid for by, the GOVM Master Account Member's SEMs in the Aggregate (the "Gross Revenue") less the sum of any refunds, chargebacks, credits, loss of commissions or like returns made by Company for Direct Services to said GOVM Master Account Member's SEMs in the Aggregate (the "Calculated Refund"). For sake of clarity, "Net Revenue" is the "Gross Revenue" minus the "Calculated Refund" as those terms have been previously defined in this subsection.
- xiii. The Net Revenue bands and Incentives per Revenue Band (as defined below) shall be as set forth, in detail, on the Site, and the Net Revenue Band and Incentives per Revenue Band are subject to change by Company in its sole discretion. As used herein, a "Net Revenue Band" shall mean a USD amount of Net Revenue that was less than a certain USD amount for to incur any Incentives, one or more progressively higher USD amount ranges consisting of a low and high range of USD amount, each such range having differing Incentives somewhat more inclusive Incentives and/or having additional Incentives, and the maximum Net Revenue amount beyond which after reaching said maximum Net Revenue amount and having earned the Incentives listed for that maximum Net Revenue Amount, there are no additional Incentives available.
- xiv. Initially, Net Revenue shall be calculated commencing at 12:01 am on January 1, 2018, and ending at 12 midnight on December 31, 2018. Thereafter, Net Revenue for a GOVM Master Account Member's SEMs

shall be computed for the period beginning at 12:01 am on January 1 of each subsequent Year and ending December 31st at 12 midnight of the same Year (hereinafter a "Calendar Year"). Further, said Net Revenue shall be computed on a cash accounting basis for the Gross Sales paid to Company during the aforementioned time period less the Calculated Refund. Net Revenue earned in one Calendar Year may NOT be carried over into any subsequent Calendar Year for the purposes of determining Net Revenue.

- xv. If in ANY given Calendar Year, a GOVM Master Account Member's SEMs generate Net Revenue in an amount sufficient to qualify for a pricing discount as set forth in the table of revenue bands and associated Incentives for such band, then their discount shall be in effect for the remainder of the subsequent Calendar Year but will occur ONLY if the GOVM Master Account Member notifies us, as set forth in Section 4 below, AND the discount will commence on the date in the subsequent Calendar Year once we have been able to determine that the Master Account is, in fact, eligible for the pricing discount pursuant to Section 4, below. A pricing discount pursuant to Net Revenue shall never be longer in duration than one (1) subsequent Calendar year at a time. At, or near the end of the current Calendar, or as soon as practicable after the end of the just concluded Calendar Year, the GOVM Master Account Member shall have to use the Contact Us function to notify us if they are eligible for a pricing discount, and then to allow us to verify the Net Revenue, pursuant to Section xiii below, for any pricing discount for the subsequent Calendar Year.
 - xvi. For a GOVM Master Account Member to qualify for a discount, for a subsequent Calendar Year, it is the GOVM Master Account Member's obligation to contact us, each Year, using the Contact Us function on the Site to inform us that they believe they qualify for a pricing discount. We shall have thirty calendar days from the receipt of such request for a discount, and if approved, the discount shall be approved effective as of the first day of the month after the end of the thirty (30) day period that Company uses to verify that the NP Master Account qualifies for a discount.
 - xvii. The discount rate applies ONLY to the Net Revenue generated by Direct Services and DOES NOT include any Net Revenue for Indirect Services (including, but not limited to, activities, flights, events, and travel insurance).
 - xviii. GOVM Master Account Member's SEMs may use only debit/credit card or Bitcoin for the payment for services.
 - xix. Each GOVM Master Account's SEM must use an email with the same domain name as that used by the approved GOVM Master Account. An Individual Member is a natural person who does not qualify for any of the other types of Membership but seeks to be able to access the Site for personal, recreational and/or leisure travel Services.
- O. An Individual Membership (hereinafter an "Individual Membership")

- i. An Individual Member is a natural person who does not qualify for any of the other types of Membership but seeks to be able to access the Site for personal, recreational and/or leisure travel Services. A potential Individual Member may seek to become approved as such by the information as set forth on the applicable Site page for an Individual Membership application.
- ii. If the potential IM indicates that he or she will be paying the applicable Individual Membership Fee by either APPLE PAY®, a registered mark of Apple, Inc. or ANDROID PAY®, and at the time of submission of said application pays the applicable Membership Fee using either APPLE PAY® or ANDROID PAY®, then the Individual Membership will automatically be approved, the Login Credentials activated and the Individual Member may use any and all Member functions on the Site immediately upon receipt of an email from Company to IM advising the IM that their IM membership has been activated.
- iii. If the potential IM indicates that he or she will be paying the applicable Individual Membership Fee by credit or debit card, the IM should be aware, that for your protection and ours, we must verify that the credit or debit card does, in fact, belong to the person applying for the IM Membership. **This will significantly delay the approval process for your IM Account to become active.** The verification process is described as defined elsewhere in this POLICY.
So, if you need an IM account activated immediately, PLEASE USE APPLE PAY® or ANDROID PAY®. Once you have established either an APPLE PAY® or ANDROID PAY® account, you can return to our Site, and establish an account with us and use your newly acquired APPLE PAY® or ANDROID PAY® account to pay your Membership Fee to us. This will then automatically activate your IM account with us and it also automatically activate your Login Credentials with us (don't forget to write the Username and Password you chose when creating your account with us).
- iv. If the IM uses Bitcoin as a payment method for any Direct Services purchased directly from Company, then said IM shall receive a discount for The Company's Direct Services.
- v. Company may offer Individual Membership for various time frames and each time frame shall be associated with a different Membership Fee. By way of example, Company may have a quarterly membership period of ninety (90) calendar days, a semi-annual Membership Fee of one hundred eighty (180) calendar days, annual membership period of three hundred sixty-five (365) days, any "leap year" notwithstanding. Company may also have an IM Trial Membership as more fully set forth in SECTION II(16) (N)(xxii) below; such plan may also be referenced as a "7-day plan" or by similar terminology, on the Site.
- vi. An IM Membership time frame shall commence upon which the date Company sends the IM Member an email notifying the IM that their IM Membership has been activated, and each IM Membership time frame

shall end at 12 midnight of the last day of the applicable time frame (as set forth as defined elsewhere in this POLICY).

- vii. The process of renewal of an IM Membership shall be as set forth on the Site, provided, however, that all applicable portions of this Section shall apply.
- viii. If the Applicant for Individual Membership finds the price for an Individual Membership for a given period acceptable, then the Applicant should complete all the information on the Site to apply for an Individual Membership.
- ix. If the Applicant elects to pay using a credit or debit card, the Applicant should enter the requested card information. This credit/debit card information IS NOT maintained on our Site; it is only entered and stored on our secure payment processor's website.
- x. Company shall then issue a random credit amount (the "Random Credit") to that same credit/debit card in an amount which is no greater than Two Dollars (\$2.00) USD. The Applicant for an Individual Membership should then check online or by phone with his/her credit/debit card issuer to see if this Random Credit has posted to that credit/debit card account, and when it does, the Individual Membership Applicant should make note of the EXACT amount of said Random Credit.
- xi. The Applicant should then continue to check his or her credit or debit card transactions, and when the Applicant sees said refund from Company in an amount less than Two Dollars (\$2.00) USD to the debit or credit card used, the Applicant shall log back into Company's site and verify the exact amount that was refunded to the Applicant's credit or debit card account. Upon successful verification, to The Company the exact amount that was charged or debited, the Applicant's account will be approved instantly.
Provided however, the foregoing notwithstanding, as a method of combating credit/debit card fraud, if the Applicant is unsuccessful in providing the exact amount refunded after 3 (three) attempts, then the Individual Membership will be permanently closed and the remaining amount (the initial applicable full payment for the Individual Membership less the amount already refunded) will be refunded to the credit or debit card that was charged for the Individual Membership.
- xii. Anytime an IM who used his/her credit or debit card to have his/her first approval as an IM wishes or needs to change the credit/debit card that the IM will use to purchase our Services, or renew the IM Membership Fee, the Member should use the Contact Us function. Please DO NOT enter ANY new credit/debit card information at this time, just tell us that you need to change the debit or credit card. Upon receipt of your Contact Us message notifying us that you need to change the debit or credit card, our Customer Service will respond back to you with the details of how to make such a change. The amount for the applicable Individual Membership period may vary depending on certain referral and/or promotional plan(s) offered by Company. The cost of an Individual

Membership for any Applicant will be displayed to the Applicant prior to the purchase.

- xiii. Other than for an IM Trial Membership, when an IM's account is approved and activated, by default, the "Auto-renew" function is turned on. "Auto-renew" means that at the end of your current Membership Term (the length of the Membership period you most recently chose, e.g., six (6) months, your Membership will renew for the same Membership Term (length of Membership) at the price displayed on the payment page. which you paid for the Membership Term that is expiring. See also number (3) below.
1. If you do not wish to Auto-renew, you may use the menu on the Site to turn auto-renew off if you do so by at least two (2) Business Days prior to the day upon which your Membership is set to expire.
 2. If you timely turn off the Auto-renew function, your Membership will expire at the end of your current Membership Term. However, if you turned the Auto-renew function off, and you later decide that you again want an Individual Membership, you will then have to pay the then prevailing price for an Individual Membership, which may have increased since you last purchased a Membership. If you pay with the same debit/credit card you used for the previous Membership, your Membership will become active automatically. However, if you wish to use a different debit/credit card, you will have to go through the same verification process described in Subsections (x) and (xi) above.
 3. If you received a Promo Code and used the Promo Code to reduce the price of your Individual Membership, then you will see on the webpage where you entered the Promo Code, the amount by which your Membership Fee was decreased from the full cost of your Membership as stated in the Promo Code.
In addition, on that same screen, you will see what the Auto-renew price will be if you leave Auto-renew turned on, which will be the full price for the same Membership Term you chose when you used your Promo Code. If your credit or debit card is not declined at the time of Auto-renew, then you will pay the Individual Membership price that you saw earlier on the page where you entered your Promo Code.
If, however, you have Auto-renew turned on, but your credit or debit card is declined at the time we attempt to process your Auto-renew, then to renew your Membership, you would have to pay the then prevailing price for the Membership Term you initially choose, which may have increased from that which was displayed on the screen at the time you used your Promo Code. A Promo Code may not be re-used.

4. If Auto-renew is on, your debit or credit card will be charged on the first day following the expiration of your most recent Membership Term.
- xiv. Complete credit/debit card information IS NOT maintained or stored on our Site.
 - xv. If an approved Individual Member uses Bitcoin to pay for Service(s), then the Individual Member will receive a discount of the USD amount on each purchase of our Service(s) where Bitcoin was used as the payment method. Company reserves the right, upon prior notice either on the Site and/or by email at Company's sole discretion to delete or change the discount for the use of Bitcoin.
 - xvi. Company may, in its sole discretion, for those Individual Members who have paid for their initial Individual Membership offer said Individual Members the opportunity to have the Fee for their Membership automatically renewed at the end of their then current Membership, or to be reminded that their Individual Membership is about to expire.
 - xvii. Company reserves the right, at any time, to change the price or prices of any type of Individual Membership for either the initial or renewal of an Individual Membership. Company shall not increase or decrease an Individual Membership Fee during the existing term of an Individual Membership.
 - xviii. No refund, in whole or in part, shall be made once an IM Membership is paid.
 - xix. Members, of any type Membership or whose Membership has lapsed or other persons who are not Members of any type or have not Lapsed Members are all considered Users of the Site who may enter the Site to search, and book, airfare through our Indirect Service Providers who are airfare flight aggregator(s) and shall pay for said airfare by being redirected to the airfare flight aggregator's payment page. Provision of service by an airfare flight aggregator(s) is an Indirect Service. Any person who accesses our Site without a Membership to take advantage of the Indirect Service offered by our airfare flight aggregator shall be considered a User of our Site and shall be bound to this Terms and Conditions Policy. Further, any person who is not a Member or whose Membership has lapsed (a Lapsed Member) or any other User shall not have access to any other portions of the Site other than that portion of the Site for our Indirect Service offered by our flight aggregators, and for NO other Services, we provide.
 - xx. An IM may book, and pay for, a maximum of nine (9) Hotel rooms during any single transaction. This maximum of nine (9) Hotel rooms must meet all the following conditions:
 1. be at the same Hotel, and
 2. each Hotel room MUST be the same room type for each Hotel room booked, e.g., by way of example only, an IM may not book two (2) standard rooms and Bit (1) suite, and

3. for each Hotel room, the date of arrival at, and departure from the Hotel must be on the exact same days and
 4. One of the Hotel rooms must be for the IM, himself or herself.
- xxi. If an IM books more than one (1) Hotel room in a single transaction, but the IM cancels his or her own Hotel Room booking, but any other party or parties do, in fact, stay at the Hotel using the booking made on their behalf by the IM, the IM's Membership may be immediately terminated and no refund of the Membership Fee, in part or in whole, will be made. In case you cancel one (1) room out of a multi-room reservation, your entire reservation may be canceled, and if such a scenario applies to your specific reservation, you will be notified on the Reservation Cancellation pop-up window.
- xxii. IM Trial Membership. An IM Trial Membership.
1. Is subject to the Membership Fee as set forth on the Site and is valid for seven consecutive calendar days (168 hours) and is subject to all other provisions regarding an IM except as otherwise specifically set forth in this POLICY. The seven (7) consecutive day (168 consecutive hours) period commences as of the time The Company emails the applicant that their IM Trial Membership has been approved.
 2. An IM Trial Membership is limited to one time only, per family. As used herein, "family" shall mean, as defined by the United States Census Bureau as of the date of this POLICY, is "a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family." Once a single person of a family obtains an IM Trial Membership, no other member of the said family if such other family member is still residing in the same household at the time of an application for an IM Trial Membership was first made and accepted by Company, may obtain an IM Trial Membership. Any violation of this provision shall entitle The Company to bill, and then collect, a Membership Fee for, and to provide, an annual Individual Membership at the then prevailing Membership Fee amount to the individual attempting to obtain an impermissible second IM Trial Membership.
 3. An IM Trial Membership (except as set forth in Subsection 2 immediately above) is not auto-renewed or renewable; if the IM Trial Member at the conclusion of the IM Trial Membership period wishes to continue as an Individual Member, such person must pay the Membership Fee for a quarterly membership period of ninety (90) calendar days, a semi-annual Membership Fee of one hundred eighty (180) calendar days, or an annual membership period of three hundred sixty-five (365) days, any "leap year" notwithstanding.

4. During an IM Trial Membership period, the IM Trial Member is not permitted to participate in, nor receive any benefit from, Company's Refer A Friend Program.
 5. Company reserves the right to discontinue the availability of, length of, Membership Fee cost of, or any other terms and conditions related to the IM Trial Membership without prior notice
- P. Company reserves the right, in its sole discretion to terminate, at any time without any prior notice any Travel Professional Membership, or an Entity Membership, if Company believes that a continued relationship with the Travel Professional Member or Entity Member could hurt, damage, impair, or decrease its goodwill or standing in the community as a result of engaging in a continued course of dealings with either type of Membership if the Membership in question engages in any unlawful behavior, has been accused of by multiple sources, or shown to be engaged in unethical behavior, has a poor rating or score with any independent entity that rates or grades businesses, or in The Company's view has significant or multiple poor reviews on any of the major internet search engines or other indicia that demonstrate that the Travel Professional Member or Entity Member does not enjoy a good public reputation with consumers, consumer watchdog groups, other businesses in its field or like negative characteristics.
- Q. Price Match Service. For Travel Professional Members and for Non-Profit Members (and SEMs of Non-Profit Members), the Company may, at its discretion maintain a "Price Match Service" functionality as an alternative method of making a Hotel Booking instead of using the Site's automated Hotel search function.
- i. General Instructions will be found on the Site on how to use this Price Match Service.
 - ii. It is the obligation of the Member (or SEM) to verify that the Quote we send back is EXACTLY what they want. For instance, a Member might have sent a screenshot of the price of a standard king room at Hotel X, and the Quote information that we returned might be for a deluxe king room at Hotel X, or the cancellation policy shown in the screenshot that the Member (or SEM) had one type of cancellation policy, and what we Quote back has a different cancellation policy. Our Price Match Service agent is happy to work with the Member or SEM for us to match, as closely as possible, all the elements shown in the screenshot sent to us with the Quote we return to the Member or SEM. However, it is the Member's (or SEM's) responsibility to make sure everything in OUR Quote is acceptable to the Member (or SEM) before requesting us to actually make the Booking. We are not responsible if the Member fails to make sure they find OUR Quote acceptable in ALL respects. We are not responsible if the Member (or SEM) believes our Quote is exactly identical in all respects with the screenshot the Member or SEM sent to us.

SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR MEMBERS AND AFFILIATES.

1. **FOR MEMBERS.** For Members, the following additional terms and conditions apply:

- A. The following information is not proprietary to you, and may, or may not, be considered PERSONALLY IDENTIFIABLE INFORMATION (see our PRIVACY POLICY). The following information will only be seen by you, and if necessary, by Company and/or Service Provider(s): your Email Address, any email directed specifically to you by Company or email sent by you to Company, information you provide using any function, menu, submenu or drop down on the Site, Opting In or Opting Out of our newsletter, FAQ, any facsimile sent to or from Us, Promo Codes, Coupons and the Legal Corner and all submenus thereof. Please note the following: We don't obtain/retain credit/debit card, Bitcoin® or checking account information on our Site; all payments are processed through the payment processor(s). See also that portion of our Site entitled: "**Security Statement / We Care for Your Security**" to help you understand the rigorous standards payment processor(s) are required to meet.
- B. Other than Voluntary Data Collection, Company does not claim ownership of the materials you provide to Site regarding a request to become a Member.
- C. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. The Company is under no obligation to post or use any Voluntary Data Collection. You may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- D. The use of fictitious names, whether by an individual or by Commercial Entities is FORBIDDEN.
- E. CANCELLATION, REFUND, AND BITCOIN POLICY:
- i. Definitions:
 1. For Hotels, Cancellation Period shall mean the time period found for the Hotel you have selected, by looking under the column labeled "Policy" and going beneath that column and clicking upon "Rates and Policies". YOU SHOULD ALWAYS CLICK UPON RATES AND POLICIES; in addition to the foregoing, it will display room availability for the type of room you have selected; pricing per night (which may vary for different days of the week if you selected a stay of more than one night), and a total cost for a Confirmed Reservation for the date(s) you have selected. For all other Services, the Cancellation Period shall be as set forth in any confirmation that we, or a Service Provider, have sent you via the email address you have on file for your Membership. Notwithstanding any other language to the contrary in this Policy, any time or time period, date, and time zone for the cancellation of a Hotel Reservation shall be the local time of the Hotel. For the cancellation of any other Direct Service, it shall be the time, time zone and date as set forth in Section E(i)(1) above unless otherwise stated on the confirmation sent to you. Any time, time zone and date related to the cancellation of any Indirect Service shall be as set forth in the confirmation received for the purchase of any Indirect Service.
 2. In your Confirmed Reservation from us to you, the Cancellation Period begins at the time your Confirmed Reservation is emailed

by us to you and ends as of the check-in date and time of the Hotel at the location of the Hotel designated in your Confirmed Reservation. By way of example, and not limitation, if your Hotel stay begins on August 11, and your Confirmed Reservation states you have a seventy-two (72) hour cancellation period, and the Hotel's check-in time is 11:00 AM (all Hotel check-in times and dates are the local times and dates where the where the Hotel is located), then you would have seventy-two (72) hours prior to 11:00AM on August 11 (measured by the Hotel's local date and time zone unless stated otherwise in the cancellation policy on your confirmed reservation) to cancel. **The Cancellation Period is NOT measured by the Member's local date, and time zone.**

3. Cancellation and Refund Policy shall mean this Section III(1)(E) of this Terms and Conditions.
4. Chargeback shall mean any attempt of any nature by Member to seek a credit or refund from a third party including, but not limited to, a credit or debit card issuer, processor, and merchant bank or like entity, Bitcoin or a Bitcoin wallet where we, or a Service Provider, have provided the Services in accordance with the Terms and Conditions or the terms and conditions of the Service Provider, as applicable.
5. The Confirmed Reservation for a specific Hotel or Hotels provided by us to you is based upon the information you supplied to us in requesting the Confirmed Reservation. When we send you a Confirmed Reservation, the Confirmed Reservation will specify the specific Cancellation Policy applicable to that Confirmed Reservation if it was not listed under the Rates & Policies listing for the Hotel on our Site at the time you Booked your Confirmed Reservation. Please, and this is EXTREMELY IMPORTANT; THE CANCELLATION POLICY IS SHOWN WHEN YOU BOOK A CONFIRMED RESERVATION; NOT AT SOME LATER POINT IN TIME (SINCE THESE HOTEL POLICIES CAN CHANGE FROM HOUR TO HOUR OR EVEN MORE FREQUENTLY AS HOTELS RECEIVE MORE BOOKINGS). IT IS VERY IMPORTANT FOR YOU TO MAKE SURE, IF YOU HAVE STARTED THE PROCESS TO BOOK A HOTEL OR ANY OTHER SERVICE, BUT WERE THEN INTERRUPTED, MAKE SURE YOU CHECK THE CANCELLATION POLICY IMMEDIATELY PRIOR TO CHECKOUT!
6. "No Show". Under the cancellation policy on our Site, "No Show" means that if for any reason you are not going to be able to arrive at the Hotel by its stated check-in time, it is very important that you call the Hotel directly and advise them that your arrival will be delayed. Each Hotel has its own policy in this regard as to how long they will continue to hold your Confirmed Reservation and what the no-show penalty is. In addition, we always recommend

that EACH MEMBER always check with a Hotel, even if they do not specify their "No Show" penalty and/or any other Service Provider, e.g., an aggregate flight supplier, a rental car company, etc. as to what their policies are in the event you are unable to arrive by the time the Service Provider has listed as your expected arrival time.

7. Payment shall mean the payment, in full, irrespective of manner or form used by you to pay us for the Confirmed Reservation. No Confirmed Reservation shall be issued unless payment in full has been received by us.
 8. Refund shall mean a payment by us, if any, to you, for a cancellation of a Confirmed Reservation where such cancellation by you is in complete compliance with our Terms and Conditions. The Refund amount shall be the full amount paid to us for the Confirmed Reservation subject to Section III(E)(ii) immediately below if you used Bitcoin as your payment method.
- ii. Cancellation, Bitcoin, Refund.
1. We reserve the right to cancel your Confirmed Reservation if our Service Provider that provided us the pricing information for your Confirmed Reservation provided us with incorrect pricing information. In such a case, your payment for the Confirmed Reservation will automatically be refunded in USD or its then Bitcoin equivalent and you will be notified by email. In no event shall we be liable in any other manner than to refund your funds paid to us if we cancel said Confirmed Reservation because of incorrect pricing information supplied to us by one of our Service Providers. Please see also Section V(4).
 2. Whether your Confirmed Reservation qualifies for a refund is governed by this Terms and Conditions policy, or the terms and conditions of a Service Provider as applicable, regardless of whether you pay with Bitcoin or any other payment method. To receive a refund (if we grant one) on a Confirmed Reservation paid to us with Bitcoin, you will have to follow certain procedures to claim your refund (if you paid one of our Service Providers directly, their terms and conditions control their acceptance of Bitcoin, and refunds of any type):
 - a. A valid email address and your Bitcoin wallet address are required for refunds. Due to the nature of the way Bitcoin transactions are handled, we must process refunds related to Bitcoin payments manually. There are two steps you must take:
 1. You must cancel the reservation by logging into your account, and go to "Reservations" and under Reservations click on "Confirm Reservations" and then click on "Cancel", and

2. Then contact us, using the Contact Us function and choose the drop-down menu labeled "Billing" and provide us with your confirmation number for your Confirmed Reservation and your Bitcoin address. If you do not know your Bitcoin address, you will need to contact your Bitcoin wallet issuer.
 - b. If you fail to send us your correct Bitcoin wallet address within (30) days after you canceled your reservation, we will be unable to refund your Bitcoin.
 - c. Refunds, if any, for Bitcoin transactions are issued for the then current USD value of the amount of Bitcoin you originally paid at the time you originally paid, and refunds are issued only as set forth in this Policy. Your refund will be issued in Bitcoin for that USD value, less any applicable fees, including any cancellation fees. Your refund will be converted from USD to Bitcoin based on an exchange rate set by our payment processor at the time we initiate the refund. You acknowledge that if the value of Bitcoin against USD has risen since the time of your purchase, you will receive less in Bitcoin than you might otherwise have received had you paid via a payment method other than Bitcoin (e.g., a debit or credit card).
3. No Refund shall be made if the Member stays for a shorter time period than that set forth in the Confirmed Reservation.
4. No Refund shall be made if the Member cancels directly with the Hotel.
5. Under no circumstances shall a Member attempt to, or receive any credit or payment, whether in whole or in part, of any funds paid by us to Hotel. Member understands and agrees that we will take any, and all, steps necessary, including legal action, and including without limitation, recovery of attorney's fees, legal costs, other fees, and any other damages to which we are entitled, to recover such credit or payment.
6. Member understands and agrees that we will dispute any Chargeback to the fullest possible legal extent, including but not limited to, the commencement of legal action including without limitation, recovery of attorney's fees, legal costs, other fees and any other damages to which we are entitled, to recover such credit, or reversal of Payment to the Member and in addition, we may choose, in our sole discretion, to report to the credit/debit card issuer any fraudulent Chargeback.
7. If a Member is entitled to a refund on a Confirmed Reservation and used a Coupon toward the payment for that Confirmed Reservation, the Member will be refunded in USD less the USD value of the Coupon used, and the Coupon that was used will be reinstated. By way of example, and not limitation, John had a

Confirmed Reservation where the Hotel room rate was \$100.00USD and John used a Coupon valued at \$20.00USD (with John paying us \$80.00USD). John would be refunded \$80.00USD (the amount he paid us) and John's Coupon valued at \$20.00 would be reinstated for use in the future, regardless of what our API information displays.

F. COUPONS AND PROMO CODES.

- i. Coupons are an amount in USD that may be used to deduct from a Hotel stay if the Hotel is listed as "AVAILABLE", but not if listed as "ON REQUEST". Promo Codes are an amount in USD that may be used to deduct from the cost of a Membership.
- ii. General Terms and Conditions for earning Promo Codes and/or Coupons.
3. The ways in which to earn or receive Promo Codes and/or Coupons, the number of Promo Codes and/or Coupons that may be used on any single transaction, the expiration date of Promo Codes and/or Coupons, or the maximum number or dollar amount of Promo Codes and/or Coupons that may be accumulated, may be changed, or discontinued at any time by Company, without prior notice except as otherwise set forth in this Section III(1)(F).
4. Company does place an expiration date on all type(s) of Coupon(s) and/or Promo Code(s). Any changes in expiration date(s) of any Coupon(s) and/or Promo Code(s), including those previously issued, will be reflected by either an email to you or a prominent notice on the Site. For Coupons and/or Promo Codes, there is a required purchase of our Service(s). No redemption is available for cash, or a cash equivalent, e.g., Bitcoin or a credit to a credit/debit card. Cash value 1/99¢. Coupons and/or Promo Codes are void if altered, duplicated, copied, reproduced, transferred, sold, purchased, traded, auctioned or exchanged or where prohibited by, restricted by or taxed by law.
5. No more than one (1) Coupon or one (1) Promo Code may be redeemed or used on the same transaction. If there is a change by Company in the number of Coupons and/or Promo Codes that may be used on any single Confirmed Reservation, how Coupons and/or Promo Codes may be earned, or the maximum number or dollar amount of Coupons and/or Promo Codes that may be accumulated, any such change(s) will be reflected on the Site.
6. At the present date and time, there is no maximum number or dollar amount of Coupons and/or Promo Codes that may be accumulated by a Member; all of which may change or be discontinued as set forth herein.
7. Unless otherwise specifically set forth in this Policy or specifically on the Site, A Bonus, Promo Code, or Coupon may be used only by an Individual Member who is not a Lapsed Member. Coupons may only be used for Hotels listed as AVAILABLE, not "On Request".
8. Refer a Friend Bonus

- a. An Individual Member, who is not a Lapsed Member and who provides one or more persons with a Refer A Friend Link (as defined below) is a "Referring IM".)
- b. a Refer A Friend Link (the "RAF Link") is an electronic link, supplied automatically to each IM. Each RAF Link is unique to each IM. The Referring IM may send, by any form of communication, to an unlimited number of persons, the RAF Link.
- c. The individual who received an RAF link will instantly receive access to a discounted Membership Fee in the amount set forth on the Site.
- d. A Lapsed Member is ineligible to send an RAF Link nor to receive any benefits as the sender of the RAF link during the time while the Referring IM is a Lapsed Member.
- e. If the Referring Member was not a Lapsed Member when said Referring IM sent an RAF Link(s) but the recipient(s) of the RAF Link subsequently used the RAF Link to pay the discounted Membership during the period that the Referring IM was a Lapsed Member, then the Referring IM shall not receive a thirty (30) day extension of the Referring IM's Membership, irrespective of whether said Referring IM paid a Membership Fee to again become an IM in good standing.
- f. An individual who receives an RAF Link is eligible for an IM Membership at the discounted rate as set forth on the Site. If the recipient of the RAF Link then pays said discounted IM Membership Fee to Company, at any of the available rates and time periods on the Site, and the payment source is verified as for any new Individual Member, will then become an Individual Member and for the purposes of this Section shall be defined as the "New Referred IM".
- g. A Referring IM shall not send their RAF link to the same individual for whom they have previously received a thirty (30) day extension of their own IM.
- h. An individual who initially became a New Referred IM shall not be permitted to receive any additional discounted IM Membership Fee based upon the use of an RAF Link subsequently sent to them by any IM, whether such IM is the same IM that sent to them an RAF Link that allowed said IM to receive a discounted IM, or by any other IM.
 - i. A Referring Member, who is not a Lapsed Member, shall, upon determining that a person to who he or she sent the RAF Link has become a New Referred IM, must use the Contact Us function of this Site to advise us of this and the Referring Member will receive a one (1) month free extension of his or her Membership for each New Referred IM provided that the Contact Us function is used to advise of each New Referred Member. There is no limit of the

number of free month extensions a Referring Member may earn provided that we are advised of each New Referred Member via the Contact Us function and the Referring Member is not a Lapsed Member.

G. MEMBERSHIP FEE

- . Membership Fee shall be the amount charged by Company, if any, to a Potential Member for a Potential Member to become a Member. For Members who are not an Individual Member and/or an Entity Member, Company reserves the right, on not less than thirty (30) days prior notice, to charge a Membership Fee for other types of Memberships; the process of notice is as set forth herein.
- i. Company shall charge a Fee for Membership for Individual Members in the amount set forth on the page of, or link to the Site, by which the Member was able to access to complete an application for an Individual Membership. Individual Membership Fees may vary upon the duration periods of Individual Memberships, As used in this Policy, "Annual" or "Annually, or "Year" or "Yearly" shall mean three hundred sixty-five consecutive calendar days, "Monthly" shall mean thirty (30) consecutive days; irrespective of any calendar year commonly referred to as a "leap year", "Monthly" shall mean thirty (30) consecutive days, "Quarterly" and/or "Three Months" shall mean ninety (90) consecutive days, and "Semi-Annual" or "Six Months" shall mean one hundred eighty (180) consecutive days.
- ii. Should, in the future, The Company elect to charge a Fee for a Membership type other than an Individual Member or for-profit Entity Members, then Company shall provide full details on the Site, and if necessary, an amendment to, or a revision of this Terms and Conditions. Provided however, in no event shall Company charge a Membership Fee to an existing TP Member and/or existing Non-Profit Member and/or a Governmental Member without commercially reasonable prior notice of its intent to do so nor shall it automatically bill or charge any existing type of Member who has not previously had to pay a Membership Fee without the specific consent of such existing Member. Company further reserves the right, in its sole discretion to not to charge a Membership Fee to an existing type of Member that has previously not had to pay a Membership Fee but to charge such a Membership Fee for new Users who apply for either a TP Member and/or NP Member and/or Governmental Member after a date certain.
- iii. Company shall offer an automatic renewal option (hereinafter "auto-renew") for any Membership where a Membership Fee is required. Such Member shall have the option on the Site where the Member may select auto-renew as either on or off at any time. When auto-renew is on, then Member will automatically, on the first day after the end of their then current Membership term (irrespective of the length of Membership term chosen previously) will be charged at the same dollar amount and for the same length of time that the Member had in place at the end of their then

current term of Membership, or the Member may choose a longer term of Membership (but not a shorter term of Membership) for the rates that were in existence of the last day of their then-current term.

- iv. If the Member did not elect the auto-renew function or if the auto-renew function is turned off at the time that an auto-renew would have automatically occurred for the previous Membership term and USD amount, then the Member shall have become a Lapsed Member. A Lapsed Member will not have access to those parts of the Site accessible only to Members unless or until the Membership Fee has been paid. Further, for a Lapsed Member and the amounts to be paid for the Membership Fee shall be the rates in effect at the time the Lapsed Member pays to again become a Member and the Lapsed Member and if the Membership Fee(s) has increased, or available time periods of Membership since they became a Lapsed Member they shall have to pay at the increased Membership Fee amount and at the then available time periods available. The Company in its sole discretion may use the methodology set forth in either or both Section III(G)(ii) and/or Section III(G)(iii) above.
- v. Notwithstanding any other language in this Section III(G) to the contrary, nothing herein shall prohibit Company, from time to time, to offer free or discounted Memberships in an amount and duration set in The Company's sole discretion, to those who have been referred to Company by an Affiliate, or to other Potential Members seeking to become a Member, or a Lapsed Member seeking to once again become a Member, or to current Members for their loyalty to Company as a Member. Company shall, and User accepts, the fact that Company may have to employ various Marketing Strategies to provide its Members with the best discounts and Service that Company can provide to its Members and Affiliates.
- vi. Refund of Membership Fee due to policy changes. It may be necessary for us, from time to time, to change our POLICIES (including, but not limited to, our TERMS AND CONDITIONS POLICY and any OTHER POLICY. Such changes are usually the result of changes in, or new or revised, international, United States of America, state, and local laws, and regulations implementing any of the foregoing and judicial proceedings; none of which are under our control. Most other changes result from fraud or abuse. Therefore, a change in our TERMS AND CONDITIONS POLICY or ANY OTHER POLICY, for any reason, will not require us to, nor will we, refund any applicable Membership Fee, in whole or in part.

H. TRIP INSURANCE

- . While we do NOT provide trip insurance and ARE NOT AN INSURER, we strongly suggest that you consider purchasing Trip Insurance. At some time in our lives we, and probably you, have had interruptions to your planned travel, be it due to business scheduling issues, family issues or health problems. Trip Insurance is generally very reasonable in its cost and will bring you additional peace of mind should some covered occurrence under Trip Insurance happen to you.

- i. You will have, after our Checkout Page, an option that will allow you to click and be connected with one of our Commercial Advertisers who specializes in trip insurance. We never endorse, recommend or warrant the product or service provided by one of our Commercial Advertisers but we conduct our own due diligence, as should you, on any Commercial Advertiser. Of course, you are certainly free to forgo Trip Insurance or use a different company to provide Trip Insurance. If you are contemplating using another company for Trip Insurance, we certainly suggest that you check out their customer satisfaction ratings and other due diligence for such other Company. In any event, Trip Insurance from reputable insurance has been, in our experience, a safety net for a very reasonable price.
- ii. You should also be aware that if your purchase Trip Insurance from our Commercial Advertiser, we do receive a commission from that Commercial Advertiser for your purchase from our Commercial Advertiser.

I. ADDITIONAL RESTRICTION FOR RESIDENTS OF THE STATES OF CALIFORNIA, FLORIDA, HAWAII, AND WASHINGTON IN THE UNITED STATES OF AMERICA. Residents of the States of California, Florida, Hawaii, and Washington in the United States of America, whether Users or Members or SEMs are permitted ONLY to make Hotel Bookings on our Site. The Users or Members or SEMs who are a resident of any of the foregoing listed States MAY NOT USE OUR SITE for Flights, Activities, Events, Trip Insurance of any other Service except for Hotel Bookings. Any of the foregoing prohibitions will be considered null and void and may result in suspension or termination of any User's, Member's or SEM's access to, or use of, our Site. For the avoidance of doubt, any fee or payment made to us or a Service Provider in contravention of the prohibitions contained in this Section I shall not be refunded.

SECTION IV

[RESERVED FOR POSSIBLE FUTURE AFFILIATE PROGRAM]

SECTION V

APPLICABLE TO ALL USERS AND ALL OTHER POLICIES: EACH AND EVERY TERM, CONDITION AND PROVISION SET FORTH BELOW IS APPLICABLE TO ALL USERS, AND FURTHER EACH AND EVERY TERM, CONDITION, AND PROVISION SET FORTH BELOW APPLIES TO, IS INTEGRATED INTO, AND INCORPORATED BY REFERENCE INTO EACH OF THE OTHER POLICIES

9. THIRD PARTY ACCOUNTS

You may be able to connect your Member or Affiliate Account to THIRD PARTY ACCOUNTS, including, but not limited to, common and popular social

media sites. By connecting your Member or Affiliate Account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

10. INTERNATIONAL USERS

The Service is controlled, operated and administered by Company from pursuant to the laws of the United States of America. All transactions are deemed to have occurred, for all purposes, within the United States of America regardless of the citizenship, domicile or location of any User, Member or Affiliate. If you access the Service from a location outside of the United States of America, you are responsible for compliance with all local laws of such locations. You agree that you will not use The Company's content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any TERMS AND CONDITIONS AND ALL OTHER POLICIES of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations or violation of any OTHER POLICIES. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

12. LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. **WHOLESALE HOTELS GROUP, LLC. D/B/A WHOLESALE HOTELS GROUP,** AND/OR ITS SERVICE PROVIDERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. **WHOLESALE HOTELS GROUP, LLC. D/B/A WHOLESALE HOTELS GROUP,** AND/OR ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SAFETY, PRIVACY AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. **WHOLESALE HOTELS GROUP, LLC.**

D/B/A WHOLESALE HOTELS GROUP, AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **WHOLESALE HOTELS GROUP, LLC. D/B/A WHOLESALE HOTELS GROUP, AND/OR ITS SERVICE PROVIDERS** BE LIABLE FOR, AND YOU WAIVE AND RELEASE **WHOLESALE HOTELS GROUP, LLC. D/B/A WHOLESALE HOTELS GROUP** FROM ANY AND ALL DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, YOUR VIOLATION OF THE TERMS AND CONDITIONS OR ANY OTHER POLICY OF THE SITE, INCLUDING ANY COMPANY REMEDIES CONTAINED THEREIN, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF **WHOLESALE HOTELS GROUP, LLC. D/B/A WHOLESALE HOTELS GROUP, OR ANY OF ITS SERVICE PROVIDERS** HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS AND ALL OTHER POLICIES OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

COMPANY IS NOT, AND WILL NOT BE, LIABLE OR RESPONSIBLE FOR ANY THIRD-PARTY CONTENT ON THIS SITE. COMPANY OFFERS SERVICES TO USERS AND/OR MEMBERS, WHICH ARE PROVIDED BY SERVICE PROVIDERS. COMPANY DOES NOT OPERATE, CONTROL, OR BY OTHER MEANS PROVIDE THE WORK OF THE SERVICE PROVIDERS. THEREFORE, USER AND/OR MEMBER AND/OR SEM AGREES THAT COMPANY ACTS ONLY AS AGENT FOR THE USER AND/OR MEMBER AND/OR SEMs IN ACQUIRING SERVICES FOR THE USER AND/OR MEMBER AND/OR SEMs, AND WITH THE EXPRESS CONDITION THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ERROR, WHETHER BY ANY ACT OR OMISSION, ACCIDENT, LOSS, DELAY, INJURY, DEFECT, OR IRREGULARITY WHICH MAY OCCUR OR

BE CAUSED OR OCCASIONED, WHETHER BY REASON OF ANY ACT, NEGLIGENCE OR DEFAULT OF ANY SERVICE PROVIDER OR PERSON ENGAGED IN OR RESPONSIBLE FOR CARRYING OUT ANY OF THE ARRANGEMENTS OF A SERVICE PROVIDER, OR OTHERWISE IN CONNECTION WITH ANY ACT OR OMISSION BY A SERVICE PROVIDER.

13. TERMINATION/ACCESS RESTRICTION/APPLICABLE LAWS/JURISDICTION/VENUE/CONTRACT FORMATION/OTHER

- . Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Nevada, United States of America, without reference to its choice of laws or conflict of laws provision. The contract formed between User and Company is deemed to have been made and performed in Las Vegas, Nevada, USA. User hereby consents to the exclusive jurisdiction and venue of courts in Nevada in all disputes arising out of or relating to the use of the Site. In any action to enforce the provisions of this TERMS AND CONDITIONS OR ANY OTHER POLICIES, venue and jurisdiction shall lie in the Las Vegas Township Justice Court, or in the Nevada Eighth Judicial District Court, or in the United States District Court, District of Nevada-Las Vegas, and each User hereby irrevocably consents to the jurisdiction of such Courts and waives any argument or assertion of forum non conveniens. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these TERMS AND CONDITIONS AND ALL OTHER POLICIES including, without limitation, this provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company because of this Agreement or use of the Site. Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the User and Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Company with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative

proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express policy of The Company and a User that the TERMS AND CONDITIONS AND OTHER POLICIES and all related documents are to be written in English, and this English language version, not any translation into any other language, shall be controlling. Neither this TERMS AND CONDITION NOR ANY OTHER POLICIES nor any term hereof may be amended, waived, discharged or terminated other than by Company.

A. Contract Formation:

- . For all Users, you explicitly agree that when you enter this Site, you agree to be legally bound to all TERMS AND CONDITIONS and all OTHER POLICIES, and your entry into the Site is your Electronic Signature and you agree that you have entered into a legally binding contract by entering the site, the consideration for such contract being your ability to view this website in exchange for us being able to share with you certain information about our Services, and for both parties, other good and valuable consideration, the value of which is acknowledged by the parties,
- i. When a User becomes a Member and/or an Affiliate, and you click the checkbox entitled "I hereby accept the Terms and Conditions, Privacy Policy, Intellectual Property Policy", DMCA Policy and all OTHER POLICIES, you have provided your Electronic Signature and have entered into a legal binding contract agreeing to all TERMS AND CONDITIONS and all OTHER POLICIES, the consideration for such contract being:
 - 0. A Member having the ability to view the Member portion of this Site, earn and redeem Coupons, Promo Codes, request and receive a Confirmed Reservation and the ability to make a Confirmed Reservation, as well as all other rights and privileges as a Member, and our consideration is the ability to provide you a Confirmed Reservation, award Coupons, award Promo Codes and all of our other Services and features available to Members, and for both parties, other good and valuable consideration, the value of which is acknowledged by the parties.
 - 1. An Affiliate having the ability to view the Affiliate portion of this Site, obtain an Affiliate Link, earn commissions, receive a Banner and Affiliate Link for said Affiliate to place on one or more websites and potentially earn additional rewards for being a Top Affiliate, as well as all other right and privileges as an Affiliate, and our consideration is the ability to provide you an Affiliate Link, a Banner, potentially provide you a reward for being a Top Affiliate and for us to receive income from Users who have

become Members based on your referral of the Member to us and for both parties, other good and valuable consideration, the value of which is acknowledged by the parties.

2. You acknowledge that all Electronic Communications from us to you regarding Confirmed Reservations, Cancellations, Refunds, Commissions, Top Affiliate Incentives and all applicable Site pages are in compliance with all laws and judicial determinations of the United States of America relative to contract law.

14. CHANGES TO TERMS AND CONDITIONS AND ALL OTHER POLICIES

Company reserves the right, in its sole discretion, without prior notice, to change the TERMS AND CONDITIONS AND ALL OTHER POLICIES, under which Site is offered. The most current version of this TERMS AND CONDITIONS AND ALL OTHER POLICIES will supersede all previous versions of each respective POLICY. The Company encourages you to periodically review the TERMS AND CONDITIONS AND ALL OTHER POLICIES to stay informed of our updates. You may find links to the most current TERMS AND CONDITIONS AND ALL OTHER POLICIES on the Home Page of this Site in the Legal Corner Section.

15. **DELAYS OR OMISSIONS.** No delay or omission to exercise any right, power or remedy accruing to any Company upon any breach or default of any User under this TERMS AND CONDITIONS OR ANY OTHER POLICIES shall impair any such right, power or remedy of Company, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of, or in, any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Company of any breach or default under the TERMS AND CONDITIONS OR ANY OTHER POLICIES, or any waiver on the part of Company of any provisions or conditions of the TERMS AND CONDITIONS OR ANY OTHER POLICIES, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in the TERMS AND CONDITIONS OR OTHER POLICIES. Only the Managing Member of The Company is authorized to enter into a waiver and there shall be no exception thereto. No other person, including, but not limited to, any customer service representative, whether an employee or independent contractor, (if Company establishes a telephone customer service number) may waive any provision of this Policy or OTHER POLICIES. Likewise, if a customer service person or other employee or independent contractor responds on behalf of Company to a Contact Us or fax or verbal inquiry such person may not waive any provision of this Policy or OTHER POLICIES on behalf of Company.

16. **ENFORCEMENT.** User agrees that irreparable damage for which money damages would not be an adequate remedy would occur if any of the provision of this TERMS AND CONDITIONS OR ANY OTHER POLICIES were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that, in addition to any other remedies The Company may have at law or equity, The Company shall be entitled to seek an injunction or injunctions, without the necessity to post bond, to prevent such breaches of this TERMS AND CONDITIONS OR ANY OTHER POLICIES and to enforce specifically the terms hereof.

17. **CONSTRUCTION.** The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against The Company in drafting this TERMS AND CONDITIONS OR ANY OTHER POLICIES of, this Site shall not apply to any action on these TERMS AND CONDITIONS OR ANY OTHER POLICIES of this Site.

18. **FORCE MAJEURE.** The Company is not liable for failure to perform The Company's obligations, if any, if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, delay or failure of electricity, internet, internet service provider, ("ISP"), telephone or other utility service, failure of any of The Company's, or its Service Provider's, or its User's, owned, hosted, rented or leased hardware or software or ISP, or any denial of service attacks or similar intentional or unintentional interruption of Company's ability or that of its Service Provider's to conduct its business. ('Force Majeure').

19. **CONFLICT**

If there is any conflict or ambiguity between this TERMS AND CONDITIONS and any OTHER POLICIES, the terms, conditions, and provisions of this TERMS AND CONDITIONS policy shall prevail, provided that such interpretation is consistent with Company's intent.

20. **PAROL EVIDENCE.** No parol evidence may be introduced to contravene or dispute this TERMS AND CONDITIONS OR ANY OTHER POLICIES except such parol evidence may be introduced by Company as to its intent as to the interpretation of this TERMS AND CONDITIONS and any OTHER POLICY.

21. **CONTACT US**

The Company welcomes your questions or comments regarding the TERMS AND CONDITIONS AND ALL OTHER POLICIES at the address listed below:

Wholesale Hotels Group
3651 Lindell Road, D141
Las Vegas, Nevada, 89103

United States of America

22. FAILURE TO ABIDE OR ACCEPT.

If you DO NOT AGREE TO ABIDE BY, OR FULLY ACCEPT, and ELECTRONICALLY SIGN the TERMS AND CONDITIONS AND ALL OTHER POLICIES, you MUST IMMEDIATELY EXIT THIS SITE. Links to these TERMS AND CONDITIONS AND ALL OTHER POLICIES may be found on the Home Page of this Site.

23. ORDER OF PREFERENCE IN INTERPRETATION.

- . If there is any conflict between any definitions or provisions of this TERMS AND CONDITIONS and any OTHER POLICY, this TERMS AND CONDITIONS POLICY shall prevail.
- A. If there is any conflict between any language contained within our Site, including but not limited to any FAQ (Frequently Asked Questions), any contract between us and a Member, any definitions or provisions of this TERMS AND CONDITIONS and any OTHER POLICY, then the definitions or provisions of any written contract between us and a Member shall prevail over this TERMS AND CONDITIONS, any OTHER POLICY and the Site. The TERMS AND CONDITIONS and any OTHER POLICY shall prevail over any such language within the Site, in the order of precedence as set forth herein and in Section 1, and otherwise in this POLICY.

24. CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, AND TRADE SECRETS. This Section sets forth definitions of, and how, The Company's intellectual property (as set forth in its INTELLECTUAL PROPERTY POLICY), confidential information, (whether or not specifically labeled or identified as confidential), or Trade Secrets, as defined and governed by NRS CHAPTER 600A, whether provided orally, in writing, on Company's Site or by any other media, that was or will be disclosed to, developed, or learned by the , and that relates to the business, products, services, research, or development of or by The Company or its Service Providers, distributors, investors, partners, and other business associates, and that has not become publicly known must be treated by any User or Member of any type.

- . Confidential Information includes:
 - . internal business information (including information relating to strategy, staffing, business, financial data, training, marketing, promotional and sales plans and practices, costs, bidding activities and strategies, rate and pricing structures (except as set forth on the Site,) and accounting and business methods);
 - i. identities of, negotiations with, individual requirements of, specific contractual arrangements with, and information about The Company's suppliers, distributors, customers, investors, partners, and other business associates, their contact information, and their confidential information.

- ii. manufacturing parameters, material specifications, design specifications, design processes, technical drawings, prototypes, testing procedures and technical data, specific program information, trade or industrial practices, engineering practices and methods, techniques, computer programs, formulae, systems, research, records, reports, manuals, documentation, customer and supply lists, data and databases relating to those, and technology and methodology regarding specific projects; and
 - iii. inventions, whether or not patentable, original works of authorship, Trade Secrets, know how, other intangible property protectable under federal, state, or foreign law that is not generally available to the public or published by The Company, other information concerning The Company's or its customers' actual or anticipated products or services, business, research, or development, or any information that is received in confidence by or for The Company from any other person, and any other information that was or will be developed, created, or discovered by or on behalf of The Company, or that became or will become known by, or was or is conveyed to The Company, that has commercial value in The Company's business; and
 - iv. all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection 17(A)(i)-17(A)(iv).
- A. In addition to the Confidential Information under NRS Chapter 600A above, any code or coding in any format, and our HTML language are also our Confidential Information.
 - B. Trade Secrets shall include, but not necessarily be limited to the name and contact information of any Service Provider, and the cost of payments by us, to any Service Provider. The only Service Provider(s) not considered Trade Secrets are those we name on our Site either directly, or to a Linked Service Provider. A "Linked Service Provider" is a Service Provider to which you are re-directed from our Site to the website of one of our Service Provider(s) and where the name of said Service Provider prominently appears on the initial webpage to which we re-directed you to from our Site.
 - C. Without a written Non-Disclosure Agreement signed by both The Company, and the User or Member, The Company will not disclose its Service Providers name(s) or contact information as part of its compliance obligations under the General Data Protection Regulation (GDPR) of the European Union, and only then shall we supply the Service Provider Name and contact information ONLY to that (or those) Service Provider(s) were actually used by us to furnish a Service(s) to the person requesting that information under the GDPR.
 - D. No person, including but not limited to any User, Member of any type, or permitted SEM may use any information displayed on our Site

(irrespective of the modality used, e.g., computer with a built-in or external display, tablet, smartphone, watch or similar device that pairs with any of the aforementioned devices, or any other device capable of displaying any page of the Site, whether the device exists now or is created in the future).

- E. As set forth in this POLICY and in our INTELLECTUAL PROPERTY POLICY, you have ONLY a revocable limited license to access, view and/or use this Site to purchase Membership Fee and/or a Service(s). This Site is copyrighted with the United States Patent and Trademark Office (USPTO) and with similar entities in other countries.
- . Under the USPTO "fair use" doctrine, you may copy FOR YOUR PERSONAL USE, and solely in connection with the permitted use of this Site, ONLY the text this POLICY and all OTHER POLICIES by use of a copy and paste technique, or if we choose to make, in the future this POLICY and or any OTHER POLICY, in our sole discretion, available as a downloadable PDF file. You are strictly prohibited from copying and pasting ANY OTHER part of any page on our Site
 - i. In addition, if the following is not included within our Copyright protection, the layout of any page of our Site, including any graphics, pictures, animated characters, animation, movie or similar multimedia presentation, the name, placement on the page, the information to be entered into any field on the page, any information or description of what should be entered into the field, the colors used as part of the overall layout of the page and any other text or graphics are our proprietary information and may not be duplicated, in whole or in part by any methodology. In addition, including but not limited to, screen prints, screen captures, pictures of the display captured by a snapshot or movie, whether by film or by an electronic media are our proprietary information and may not be used by you for ANY purpose other than if necessary to file a DMCA complaint with us but solely for that purpose and shared only with us. Except as otherwise noted herein, NONE OF OUR PROPRIETARY information may be used for any purpose other than to lawfully search, browse, apply and pay a Membership Fee and/or pay for a Service without our prior written consent. All graphics and pictures on any page are either original works owned by us or are works provided to us, with permission, by one or more Service Providers. By way of example and not by limitation, any picture(s) of a Hotel is either one taken and copyrighted by us, or is one that is provided to us, by our Service Provider.

25. SANCTIONS BY THE UNITED STATES OF AMERICA

- . From time to time, the Government of the United States of America may enact sanctions against certain countries, areas or persons. Therefore, you agree that you will not enter or use this Site, or attempt to, or become a

Member, Sub Entity Member, or User of any type if there is an applicable sanction imposed against you, or your country or area where you are present, domiciled or from which you are accessing this Site. Nor shall any person whether a natural person, commercial entity or government or other entity where there is not a sanction in effect that precludes you from using this Site in general, use this Site for any purpose to engage in any prohibited transaction or other usages with a country or entity that is under a sanction is STRICTLY prohibited. The use of ANY method of any nature to circumvent any sanction, whether it be by using an IP address that does not indicate your true location or the giving of any false information is STRICTLY prohibited. An IP address used in such a way will be permanently banned.

Nor shall any person use this Site in any way that aids or abets any person or entity deemed by the Government of the United States as being a terrorist, whether foreign or domestic nor may this Site be used in any way by any person or entity for the purpose of a terrorist or criminal act or aiding or abetting a terrorist or criminal act. Any Membership Fee or purchase of Services WILL NOT BE REFUNDED UNDER ANY circumstances and any attempt to violate any applicable sanction or any terrorist or criminal act will be reported to the appropriate authority

- A. A list of sanctioned countries, areas, and activities, along with details of such sanctions may be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

26. **GDPR.** As of May 25, 2018, the European Union's General Data Protection Regulation (GDPR) became effective. While we have been working towards full compliance with the GDPR into our PRIVACY POLICY, we will not be compliant with the GDPR until we either, at our sole discretion, place a notice on our Home Page that we are GDPR compliant, OR, send an email to you to the email we have on file for you as a MEMBER or an SEM.
- Until we are fully compliant with the GDPR, no person in the European Union may access our Site as a User or make application to become a Member of any type. Once you see that our PRIVACY POLICY is noted, near the top of its first page, that it is GDPR Compliant, we welcome Users and persons to apply to become Members (of any type). In addition, we may, in our sole discretion, but are not required to, place a notice on the home page of our Site that we are GDPR compliant and/or to change our PRIVACY POLICY link at the bottom of the page to read as "PRIVACY POLICY (GDPR) compliant. Once we have notated by any of the foregoing methods that we are GDPR compliant, we welcome Users and applicants for any type of Membership. Please note also that we only use cookies for the functionality of our Site and that we are not collecting ANY information of ANY type from any person in the European Union if they are entering our Site SOLELY for the purpose of determining that we have become GDPR compliant.
- Finally, as the date of our GDPR compliance in our Privacy Policy is listed on our Site, all this existing language in this Section 18 becomes null and void, and is

replaced, in its entirety by "[Saved for future use]".

27. ELECTRONIC SIGNATURE ACT.

By entering this Site, you are, pursuant to the Electronic Signature Act, 28 U.S.C. § 1746 indicating:

- . Your unconditional acceptance and agreement to abide by these TERMS AND CONDITIONS AND ALL OTHER POLICIES and,
 - A. That you are of MINIMUM AGE, or if not a natural person, but a Commercial Entity, that you have the authority to enter into a legally binding contract on behalf of said Commercial Entity, and
 - B. You are submitting an unsworn declaration, certificate, and verification, in writing of your agreement with, and that you will abide by, this TERMS AND CONDITIONS AND ALL OTHER POLICIES, that is subscribed by you, as true under penalty of perjury, and dated, in substantially the following form:
 - . If executed without the United States: "I declare and verify, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct". Executed on the date on which entered this Site, and you accept your entrance to this Site as your binding, legal signature, for the purposes of this declaration and verification, or
 - i. If executed within the United States, its territories, possessions, or commonwealths: "I declare and verify, under penalty of perjury that the foregoing is true and correct". Executed on the date on which you entered this Site, and you accept your entrance to this Site as your binding, legal signature, for the purposes of this declaration and verification.

28. CHANGES TO THIS POLICY

Company reserves the right, at any time, and for any reason, in its sole discretion to change this POLICY. The Effective Date of the most recent version of this POLICY will always be displayed at the very beginning of this POLICY, and the POLICY shall be effective as of said date. Users are encouraged to frequently check this POLICY and all OTHER POLICIES of this Site. This POLICY dated January 2, 2019, has an Effective Date of January 2, 2019, at 12:00:01 am, Eastern Time and hereby replaces all prior versions of this POLICY in their entirety. The foregoing notwithstanding, provided however, any use of the Site of any by any User or Member, or any payment of any fee to Company for Services or other transactions that were commenced, in process, or completed (the "Prior Use) before the Effective Date of this POLICY will be governed by the POLICY that was in effect at the time of the Prior Use. For sake of clarity ONLY, this POLICY is not retroactive; this POLICY only governs any use of the Site, or transactions occurring or commencing, on or after its Effective Date of 12:00:01 am on January 2, 2019.

29. COPYRIGHT OF CONTENTS OF THE POLICIES APPEARING IN THE LEGAL CORNER OF THIS WEBSITE. The Terms and Conditions, Privacy Policy, Intellectual Property Policy, DMCA Policy, Bitcoin Policy, and Security Statement of this Site are used under license from the Copyright owner. The aforementioned policies are ©2018 James H. Shewmaker, Jr. ALL RIGHTS RESERVED. The copyright license granted to Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group and www.WHotelsGroup.com (the “Licensee”) by James H. Shewmaker is the property and Intellectual Property of Wholesale Hotels Group, LLC. d/b/a Wholesale Hotels Group and www.WHotelsGroup.com.

30. NOTIFICATION OF CHANGES TO THIS POLICY OR ANY OTHER POLICY. Company shall, at its sole discretion, notify Members or SEM’s of any changes to this Terms and Conditions or any OTHER POLICY by either, or both, (a) sending a notice that this POLICY or any OTHER POLICY has changed by sending an email to the email address we currently have on file for a Member or SEM at the time we send an email notifying Members or SEMs of such changes, or (b) placing a notice of such change(s) on our Home Page.

If we elect to send an email as a notice of the change to our Terms and Conditions or ANY OTHER POLICY, each Member shall be deemed to have received, read and agreed to the change of the Terms and Conditions or any OTHER POLICY as of the date and time at which we sent such email. We are not responsible if a Member or SEM did not receive, and/or open and/or agreed to any such changes, irrespective of any cause or reason the Member or SEM did not receive, and/or open, and/or read any such emailed notice of the change. If a Member or SEM continues to access and/or use our Site after we have sent an email with a notice of the change, the Member or SEM will be deemed to have accepted the POLICY or any OTHER POLICY as of the effective date noted in the changed policy.

If a person or entity is only a User and not a Member or SEM, since we do not have an email address by which to notify you of any change in any policy, you are advised to read Terms and Conditions and any OTHER POLICY anytime you access or use our Site and your access and/or use of our Site will be deemed as your agreement to any change in any policy since you last used or accessed our Site.