MEMBERSHIP TERMS AND CONDITIONS

These Terms and Conditions of Membership (the "Membership Terms") govern the Membership Agreement and related Services and Benefits provided by My Travel Rewards Club (the "Membership Program" or the "Membership"). The Membership Program is further described and governed by the associated benefit terms, conditions, disclosures, the Membership Offer Systems, documents and forms, which, together with the Membership Terms are collectively referred to as the "Governing Terms", and collectively comprise the terms of a binding contract between Carefree Journeys, LLC dba My Travel Rewards Club ("Seller") with services provided by Holiday Systems International of Nevada, LLC ("Services Company") via its vendor(s) for internet and webservices. Representations concerning the Membership Program are limited to those representations supplied by or otherwise approved by the Membership Program in writing, and no other representations shall be valid or binding upon the Membership Program. Use of this Membership is a Participant's express consent to the terms and conditions of this Membership Agreement.

1. **Definitions**: Throughout these Membership Terms, unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

    a. **Advantage Credit Redemption Options**: "Advantage Credit Redemption Options" or "Redemption Options" means the products and services made available to a Participant in consideration for a Participant's redemption of Advantage Credits.

    b. **Advantage Credits®**: "Advantage Credits" means a symbolic currency utilized by the Membership Program to value select purchase discounts provided to Participants, to value select Participant VTPs offered to the Membership Program, and to value Advantage Credit Redemption Options. Advantage Credits have no cash value outside the ability to redeem them as part of your Membership and as provided herein. The term Advantage Credits includes any other symbolic currency or promotional instrument by which the Membership Program provides the ability of Members to apply credits or that can be used as part of the payment for benefits and services provided under the Membership Program such as Travel Cash, Travel Credit, etc. and the restrictions for use of Advantage Credits are further defined in section 11 below.

    c. **Advantage Week®**: "Advantage Week" means select Resort Week accommodations available to Participants at special Membership pricing.

    d. The Membership Program **Membership Offer Systems**: "The Membership Program Offer Systems" means methods used by the Membership Program to make a Membership offer and subsequently authorize the Membership and Member use, including, but not limited to, (i) an Enrollment Application, (ii) the Membership Program registration process, (iii) a corporate agreement, (iv) the Membership Program's provision of and/or acceptance of Membership Website credentials in connection with use of Membership benefits, (v) other methods established by the Membership Program.

    e. **Authorized User Member**: An "Authorized User Member" or "Authorized User" means a person not named as a Member on the Membership when the Membership was first obtained, however subsequently designated by a Member, and authorized by the Membership Program, to use Membership benefits under the Member's Membership account.

    f. **Destination Choices**: "Destination Choices" means the geographic areas that can be requested for Resort Week Reservations as determined by the Membership Program.

    g. **Host Provider**: A "Host Provider" means any entity that provides a product and/or service to a Participant as the result of a Reservation booked through the Membership (i.e. cruise, hotel, Resort Week, tour, airfare, sporting event, etc.).

    h. **Marketing Entity**: A "Marketing Entity" means an entity authorized to enroll Members pursuant to certain terms and conditions then in effect.

i. **Member**: A "Member" means a person authorized by the Membership Program to participate in the the Membership Program Membership Program. the Membership Program authorization is demonstrated when the Membership Program authenticates through the Membership Program Offer System and permits the Membership access.

j. **Membership In Good Standing**: A Membership is "In Good Standing" when the Membership Program has authorized the Membership, the Participants are in compliance with the Membership Documents, and the Membership has not expired or been frozen, suspended, cancelled, revoked or otherwise interrupted.

k. **Membership Term**: "Membership Term" means a period of time in which a Membership can be used, subject to compliance with the Membership Agreement.

l. **Membership Website**: "Membership Website" means any website designated by the Membership Program for Member use in connection with the Membership.

m. **Participant**: A "Participant" means any person, including, without limitation, Members, Authorized Users and Participant Guests, that is entitled to utilize and/or that utilizes any product or service offered through the Membership.

n. **Participant Guest**: A "Participant Guest" means any person accompanying a Participant on a Reservation and/or using a Reservation not named as a Member on the Membership.

o. **Quick Weeks®**: "Quick Weeks" means select close check-in Resort Weeks (within 60 days of check-in) available to Participants at special Membership pricing.

p. **Renewal Dues**: "Renewal Dues" or "Annual Dues" means an administrative fee required to maintain the Membership, pursuant to the Membership Offer System used to obtain the Membership.

q. **REQUEST-FIRST**: "REQUEST-FIRST" means an the Membership Program Exchange Program feature that permits Participants to make a Vacation Exchange Request prior to making a VTP deposit, also referred to as request-before-deposit.

r. **Reservation**: A "Reservation" means a reservation has been made for transportation, accommodations, ticketing, travel packages, events, or other services through the Membership Program and/or a Membership Program Host Provider.

s. **Reservation Confirmation**: A "Reservation Confirmation" means a written acknowledgment advising that a Reservation has been made.

t. **Reservation Fee**: A "Reservation Fee" or "Service Fee" means the fee paid to the Membership Program for the purpose of securing a Reservation.

u. **Resort Week**: A "Resort Week" means lodging accommodations consisting of seven (7) nights and eight (8) days or other time segment as authorized by the Membership Program.

v. **Season**: "Season" or "Seasonal" or "Seasonality" means the desirability of a particular geographic area, at a particular time of the year. The Membership Program Season ratings are "High Season" (Highest desirability), "Mid-Season" (less desirable than High Season but more desirable than Low Season), and "Low Season" (less desirable than High and Mid-Season).

w. **Travel Documents**: "Travel Documents" means documents provided to a Participant in connection with a Reservation, which may include a Reservation Confirmation and other applicable travel documents.

x. **Vacation Exchange**: A "Vacation Exchange" or "Exchange" means a process whereby a Participant having an Entitlement to a VTP transfers the use (occupancy rights) of their VTP to the Membership Program in return for the Membership Program providing the Participant with an Exchange Credit.

Vacation Exchanges are governed by the "Terms and Conditions of the Advantage Services Exchange Program".

y. **Vacation Ownership**: "Vacation Ownership" is a term used by the Membership Program to describe the ownership interest in, membership in, or otherwise right-to-use entitlement (collectively referred to as an "Entitlement") in a system whereby the Entitlement provides the recipient with the right to use specific lodging accommodations (a "Vacation Time Period", or "VTP"). The Membership Program's use of the term Vacation Ownership includes Entitlements obtained through a variety of systems, including a Timeshare plan, a point system, a leasehold plan, a vacation club plan, a vacation home plan, a fractional ownership, among other right-to-use plans. For a Vacation Ownership system to be recognized by the Membership Program, it must meet the Membership Program minimum standards, including, but not limited to, adequate property management, adequate property maintenance, and a reservation system capable of assigning (and reassigning) occupancy in 7-night-stay VTPs.

2. **Who provides the Services and Benefits**

The Membership Program is serviced by Holiday Systems International of Nevada, LLC, a business located in Nevada offering specialized leisure services to select clients. The Membership Program's business address is 2620 Regatta Dr., Ste. 102, Las Vegas, NV 89128 USA. See your membership agreement for email and phone number applicable to your Membership program.

3. **Membership Status**

a. A Participant will lose their ability to use Membership benefits when the associated Membership is not In Good Standing. A Membership may, in the Membership Program's sole discretion, be frozen, suspended, cancelled or revoked for any of the following reasons: (i) A Participant or Participant Guest fails to comply with any terms or conditions of the Program Documents, (ii) A Participant or Participant Guest fails to abide by any Host Provider rules, (iii) A Participant or Participant Guest causes damage or theft at any Host Provider accommodations, (iv) A Participant alters Travel Documents or other the Membership Program and/or Host Provider document, (v) A Participant or Participant Guest fails to pay any monies owed to the Membership Program or a method of payment cannot be secured by the Membership Program (e.g. bounced checks, stop payment on check, credit card charge-backs, etc.), (vi) A Participant behaves in a manner that is abusive and/or disruptive to Host Provider staff or business and/or the Membership Program staff or business, (vii) A Participant engages in any activity that may be damaging and/or is damaging to the Marketing Entity, the Membership Program or Host Providers, (viii) A Member breaches the Password Security Protocol for accessing the Membership Website, (ix) When a Member fails to pay any monies owed to the Marketing Entity in connection with Membership enrollment, (x) In some instances, when a Participant fails to comply with the terms and conditions of a lodging week issued by the Marketing Entity, (xi) In some instances, when a Member's Vacation Ownership Entitlement associated with a Marketing Entity is suspended or terminated.

b. When a Membership is cancelled by the Member or frozen, suspended, cancelled, revoked or otherwise terminated by the Membership Program (collectively referred to as a "Membership Interruption"), the Membership benefits are no longer accessible. In the event of a Membership Interruption, and in the event the Membership has Redeemable Credits and/or Pending Credits in its Advantage Credit account, all credits shall be Retracted and will not be redeemable and/or convert to Redeemable Credits. In the event of a Membership Interruption, the ONLY monies refundable, if any, is a refund of monies previously paid to the Membership Program for a cancelable Reservation (less Cancellation Fees if applicable), and only when the Membership Program, in its sole discretion, elects to cancel a Reservation. In the event any monies are owed to the Membership Program at the time of a Membership Interruption, those monies become immediately payable to the Membership Program, and the Membership Program reserves the right to deduct those monies from any refund that may be due. A Membership associated with a Membership Interruption may be reinstated at the sole discretion of the Membership Program. A reinstatement fee may be required. Reinstatement of a Membership shall not reinstate Retracted Credits.

c. A Member may transfer a Membership pursuant to the terms of the Membership Program Transfer Application, subject to approval. A transfer fee is required. When a Membership is obtained in conjunction with a Vacation Ownership purchase, the Membership may have additional Membership transfer limitations. **Memberships cannot be sold by Members, Participants, or any other entity whatsoever**. the Membership Program may transfer its Membership service obligations at any time without notice.

d. All Participants are subject to the Membership Terms. Members are responsible for any and all activity under their Membership, including, without limitation, the actions of all Participants. the Membership Program reserves the right to refuse business to any Participant, in its sole discretion, without causing a Membership Interruption, thereby allowing the Membership to remain In Good Standing.

4. **Non-Ownership and Independent Entities**: Each third-party Marketing Entity offering this Membership, and all Host Providers associated with any Reservations made through this Membership, and every other third-party product or service provider (each an "Independent Entity" and collectively the "Independent Entities"), each operate as independent contractors and there are no agent relationships between the Membership Program and any such Independent Entities. This Membership Agreement is a separate and distinct contract from any contract with the seller of a Vacation Ownership plan. The Membership Program assumes no responsibility or liability for any claim or loss incurred or sustained in connection with or arising out of any Participant's purchase of, or participation in, any Vacation Ownership unit or any Vacation Ownership program, or any other product and/or service a Participant may be exposed to or involved with through any Independent Entity and/or any other entity of which the Membership Program has not specifically designated itself as the responsible party. Any actions by any Independent Entity or the Membership Program in the promotion of the other, including, without limitation, Internet links between websites, are provided only as a convenience.

5. **Resort Weeks (Advantage Weeks® and Quick Weeks®)**:

a. **Advantage Weeks**: A selection of Advantage Week availability may be purchased online at the Membership Website (www.MyTravelRewardsClub.com); however the online availability is not a complete list of availability. Participants are encouraged to contact the Membership Program for additional Advantage Week availability when needed.

b. **Quick Weeks**: Quick Weeks may be purchased by phone and through the Membership Website (www.AdvantageProgram.net). Quick Weeks are primarily unused Advantage Weeks further discounted as they approach check-in; therefore availability is unpredictable and will vary. Although Quick Weeks are close check-in Resort Weeks, not every close check-in Resort Week will be a Quick Week.

c. Pricing for Resort Weeks is normally set as a flat price for 7-nights regardless of occupancy; therefore the lodging value can be exceptional. To calculate a per-person, per-night cost, a Participant can divide the weekly price by 7 nights, then by the number of guests at maximum occupancy. For example: A 2-bedroom size unit that sleeps 6 listed for $750 is then **$17.86 per-person per-night** ($750 ÷ 7-nights ÷ 6-people). A 2-bedroom size unit listed for $200 is then **$4.76 per-person per-night** ($200 ÷ 7-nights ÷ 6-people).

d. Resort Weeks are lodging-only sales and do not include transportation, gratuities, etc. In the event a Resort Week is located at an all-inclusive mandatory resort, the applicable all-inclusive details will be disclosed in advance of a Reservation being made. All-inclusive mandatory resorts require a mandatory pre-purchase of an all-inclusive package, which is normally inclusive of meals, beverages, activities, etc. and is payable to the property upon check-in, which is normally charged on a per-person per-night basis, or a per-person per-week basis.

e. Housekeeping service at Resort Week properties may occur weekly; therefore, a daily housekeeping service is not always provided with Resort Week accommodations.

6. **Reservation Request Forms**: All Reservation inquiries can be made by phone, email or online. Reservation Request Forms may be used when a Participant desires to submit a written request. Certain Reservation Request Forms will include a listing of the geographic areas (Destination Choices) available for request.

7. **Availability**:

   a. **All Reservations** are on a space available basis, which will vary according to desirability (Seasonality, holiday-time, special event times, etc.), supply and demand, size, location, and advance notice. Members can simply visit the Membership Website (as specified in your Membership Enrollment) to book many accommodations, however, telephone requests are always welcome and can result in additional availability.

   b. **Resort Week Availability**: Resort Week availability **will not** perform as hotel room availability performs. Resort Weeks are very exclusive and less available than hotel rooms and must be requested in 7-night-stays only, normally running Saturday-Saturday. The Resort Week availability on the Membership Website is NOT a complete listing of Resort Week availability. When Members do not find their desired Resort Week listed on the Membership Website, Members may contact the Membership Program to request additional availability. For best results, when making a Resort Week availability request, Participants should observe certain essential flexibility guidelines. These guidelines define a "Properly Submitted Request" and will result in the greatest chances of a successful match. A Properly Submitted Request consists of the following guidelines:

      i **Advance Notice**: Proper advance notice is 3-months for standard requests, and 9-months or more for high demand requests. the Membership Program welcomes last-minute requests; however, the chances of a successful match will be reduced.

      ii **Flexibility**: The more alternatives a Participant provides in terms of occupancy dates and Destination Choices, the better the chances of a successful match. A Properly Submitted Request includes three (3) location choices and three (3) date choices. Location flexibility is defined as requesting different geographic areas (i.e. Cancun, Acapulco, Mazatlan, etc.). Date flexibility is defined as requesting different check-in dates separated by at least 7-nights (e.g. 10/12-10/19 or 10/19-10/26). Host Provider accommodations must be reserved honoring the designated check-in day established by that property (i.e. some Resort Weeks run Sat-Sat, Sun-Sun, Thurs-Thurs, Fri-Fri, etc.).

      iii **Destination Choices**: Resort Week properties are not developed in all major cities like hotel properties; therefore, Resort Week locations must be selected by choosing from designated "Destination Choices". Participants select from the geographic areas listed within the Destination Choices (i.e. Cancun, Acapulco, Mazatlan, etc.) and are offered the available Resort Week(s) within those areas. Destination Choices are listed within the the Membership Program Reservation Request Forms and can also be viewed by visiting the website specified in your Membership Enrollment. Once an offer is made, the resort can be viewed by using the appropriate Resort Profile prior to accepting an offer. Participants can request areas outside of the designated Destination Choices; however, the chances of a successful match may be reduced.

      3-3-3 Rule: The easiest way to remember the above guidelines is to remember the "**3-3-3 Rule**". 3-months advance notice, 3-location choices and 3-date choices. Again, high-demand time periods should be requested 9-months or more in advance.

8. **Travel Documents**: Once all Reservation requirements have been met, the Membership Program and/or a Host Provider will provide Travel Documents (by email, fax, or mail). Travel Documents (i.e. Reservation Confirmation letters, boarding passes, etc.) include important information such as check-in/checkout times, travel dates, Reservation numbers, guest names, and additional terms and conditions. Travel Documents must be presented when traveling. Replacement of lost Travel Documents may require a fee.

9. **Reservation Representations**: the Membership Program provides general and specific information associated with Reservations available through the Membership Program. The reference sources for this information include the Membership Website content, the Membership Program issued Resort Profiles, the Membership Program Travel Documents, and other representations expressly designated by the Membership Program as representations to be associated with prospective or completed Reservations. All accommodations and amenities are subject to change without notice and the Membership Program is not responsible for any such changes, nor is the Membership Program responsible for any independent representations not provided by the Membership Program.

10. **Discounts**: This Membership guarantees (in writing) the best pricing on many of its services. In some cases, the savings amount will be identified prior to the purchase. The savings amount identified is the approximate savings as of the time of purchase when compared (apples-to-apples) to the most popular retail sellers. The savings amount identified is approximate, however; when a guarantee is applicable, Members are guaranteed to receive the best rates (lower than the lowest possible retail rates) pursuant to the applicable written Lowest Price Guarantee. The Membership Program Lowest Price Guarantees can be viewed on the Membership Website. The Membership Program's use of the term "discount" means the margin between the best price provided by the Membership Program and guaranteed by the Membership Program, and the higher retail price.

11. **Advantage Credits**:

    a. Advantage Credits are issued to Memberships in two primary ways:

        i. Purchases: Advantage Credits are issued to Memberships (earned) through select purchases, and represent a valuable discount provided by the Membership Program. For example, some services will be offered with a US Dollar discount deducted from the amount paid for that service, and some services will be discounted by issuing Advantage Credits, and some services may be provided with both a US Dollar discount deducted AND an issuance of Advantage Credits. When a Participant makes a purchase that results in Advantage Credits being earned, the number of Advantage Credits being issued is identified prior to finalizing the purchase. Each Advantage Credit earned is equivalent in value to one US Dollar ($1.00 USD). After the purchase, the Advantage Credits are deposited into the associated Membership's Advantage Credit account as "Pending Credits". After the travel dates associated with earning the Pending Credits have passed without modification, the associated Advantage Credits change from "Pending" to "Redeemable", subject to the Host Provider fulfilling its obligations to the Membership Program, if any.

        ii. Vacation Time Period Conversions: Advantage Credits are issued to Memberships as the result of a Credit Conversion when a Participant converts a VTP to Advantage Credits. Credit Conversions are governed by the Terms & Condition of Credit Conversion.

    b. Redemption: The Advantage Credits associated with a Membership can be viewed by visiting the Membership Website (as specified in your Membership Enrollment document). Redeemable Credits are redeemed at a conversion rate of one US Dollar ($1.00 USD) per Advantage Credit. Advantage Credits may be redeemed by phone, fax, email, or through the Membership Website. **Advantage Credit Redemption Options Resort Weeks, hotels, cruises, tours, airfare, among other purchases. During redemption, the Redemption Options are not inflated (e.g. when redeeming for a discount hotel room, the hotel room will be discounted as if paying cash).** In the event any Advantage Credit Redemption Options include third-party products or services not reserved through the Membership Program and/or provided by the Membership Program, shall not be responsible or liable for such products or services. The amount of Advantage Credits that can be redeemed and/or applied toward the purchase of services provided through the Membership Program are limited to the following.
        i. Resort Weeks. Advantage Credits can be used for up to 30% of the total cost of any Resort Week.

ii. Hotels and Curated Experiences. Advantage Credits can be used for up to 20% of the total cost of any Hotel lodging paid to the Membership Program (and not to the Host Provider) or up to 20% of the experiences designed by the VIP specialists that are designated as "Curated Experiences"

iii. Cruises. Advantage Credits can be used for up to 10% of the total cost of any cruises that are paid to the Membership Program and not to the Host Provider.

Advantage Credits may not be used for airfare, car rental, luxury homes, or any other travel benefit or service not identified above.

c. Expiration, Retraction, Mandatory Redemption: Advantage Credits do NOT expire until redeemed. Advantage Credits may be "Retracted" when the travel associated with the earned Advantage Credits is modified or cancelled and/or in the event a Participant is in breach of the Membership Documents and/or in the event of a Membership status change (see Membership Status section) and/or for reasons defined in by the Terms & Condition of Credit Conversion. Redeemable Credits may be subject to a Mandatory Redemption by the Membership Program when monies are owed to the Membership Program in connection with the Membership, and in the Membership Program's sole discretion. In the event the Membership Program elects to exercise a Mandatory Redemption, the Membership Program shall be entitled to deduct a quantity of Redeemable Credits that equals a redeemable US Dollar equivalent to the monies owed to the Membership Program.

d. Effective March 1, 2025, certain Members who are eligible to receive cash reimbursement will receive double the value of the reimbursement (regardless of how such reimbursement is defined in their Agreement) as Advantage Credits (redeemable as provided above) deposited into their Advantage Credit account upon becoming eligible to receive the reimbursement instead of receiving the reimbursement. Member agrees to accept the Advantage Credits as consideration for waiving their right to receive any cash reimbursement and Company agrees that such Advantage Credits will not expire in less than three years provided that the Member's Membership is kept active as provided herein. If Member does not notify the Company of their election to opt out of receiving double Advantage Credits within sixty (60) days after becoming eligible, receiving the deposit of the Advantage Credits to their account, or by June 30, 2026; whichever is later, Member agrees they will be deemed to have accepted the double Advantage Credits and tow have waived their right to reimbursement. Member may notify Company in writing or by calling to customer service and authorizing the removal of the double Advantage Credits deposited into their Advantage Credit account.

12. **Additional References, Revisions, and Amendments**: Some services included with this Membership are subject to additional and/or separate terms and conditions associated with their use. Terms and conditions of all Membership benefits are incorporated herein by reference and are made a part hereof as fully as if set forth herein. The Membership Program reserves the right to modify its terms and conditions, including, without limitation, fees, guidelines, and all products and services offered by the Membership Program and/or Host Providers, which are subject to change at any time without notice. Members should refer to the Membership Website (as specified in your Membership Enrollment document) or contact the Membership Program for the most current terms and conditions of associated benefits, products, and services and programs. As a condition of this Membership, Members agree to carefully and periodically check the Membership Website for revisions and amendments to the Membership Documents. Any revisions or amendments to Membership Documents shall be effective immediately upon posting to the Membership Website, and the continuation of this Membership and/or use of the products or services provided by the Membership Program subsequent to the posting of any revisions or amendments, constitutes the Participant's express acceptance of such revisions and amendments.

13. **Password Security Protocol**:
    a. The Membership Website (as specified in your Membership Enrollment document) contains the Membership Program confidential information and private information specific to the Participant, and is therefore password protected accordingly. The Membership Program will issue a temporary password to the Member(s) named on the Membership at the time the Membership is obtained. Upon first login, the Membership Website allows the temporary password to be changed to a unique and private password designated by the Member. In some cases, based upon the Membership Program Membership Offer

System used to obtain the Membership, the Membership Program will provide website credentials that cannot be changed by Member. **Members are responsible for the safe and confidential storage of Membership Website passwords and are responsible for all activities conducted utilizing their unique passwords. Members are prohibited from providing Membership Website credentials, or otherwise enabling access to the Membership Website or its content, to any persons or entities not authorized by** the Membership Program **as a Member associated with the Membership**.

b. Use of this Membership, access to the Membership Website (that portion of the Website that is available after a Member enters their login credentials) and its content, and all the Membership Program special rates are **RESTRICTED to Members ONLY**. Members may make Reservations on behalf of friends and family; HOWEVER, Members **must NOT issue the Membership Website password to any persons or entities not named by** the Membership Program **as a Member on the Membership**.

14. **Cancellation/Refund Policy**: Reservations are not cancellable.

a. **Reservations made electronically (online)** shall be considered completed (made, reserved, purchased, etc.) upon the user selecting the offer, entering their method of payment information into the Internet payment gateway, and selecting to complete the transaction (i.e. "continue", "confirm", "finish", "book", "purchase", etc.).

b. **Reservations NOT made electronically (not made online)** (i.e. Reservations completed by phone, fax, or email) shall be considered completed when the Reservation is offered and accepted.

c. **ALL Reservations**

i. Reservation Changes: Some Reservations cannot be changed (accommodation change, itinerary change, etc.). Name Changes may be permitted for Resort Week Reservations when authorized by the Membership Program, in the Membership Program's sole discretion, and providing the Host Provider also allows it. A Name Change fee will be required. The possibility of Name Changes for other travel Reservations (i.e. hotels, cruises, tour packages, etc.) and their associated fees will vary on a case-per-case basis.

ii. Lost Reservations Without Refund: Any loss of a Reservation due to a user's failure to comply with the terms/conditions of a Reservation, including, without limitation, occupancy limits, personal identification requirements, international travel requirements, Travel Documents, Host Provider rules/policies, etc. shall be lost without any refund or other consideration. the Membership Program is not responsible or liable, in any manner whatsoever, for Reservations lost due to any act of nature (e.g. hurricane, tropical storm, earthquake, etc.), act of war, force majeure, or for any other reason beyond the Membership Program's control.

iii. Travel Insurance: Travel Insurance may be purchased to protect a Reservation investment, pursuant to the policy terms.

iv. Collections: In the event the Membership Program is unable to collect any monies owed as required, and in addition to all other remedies available to the Membership Program, reserves the right to cancel other paid Reservations made under the Membership (if any) to the extent necessary to recover the unpaid Reservation Fee and any other applicable fees, including, but not limited to, a Cancellation Fee.

v. **Charge Identification: When making payment directly to** the Membership Program **by credit card, the charge will show as a charge from "ADVANTAGE SERVICES". Participants are expected to make note of this to avoid a frivolous charge-back due to failure to recognize this charge on the credit card statement. Charge-backs and other frivolous credit card challenges can result in termination of this Membership without consideration, legal action and collection activity, among all other remedies available to** the Membership Program.

vi. Policy Disclosure: All Reservations made through the Membership Program and/or Host Providers are made under the terms and conditions of the Membership Program Cancellation/Change/Refund Policy. The Membership Program Cancellation/Change/Refund Policy shall apply regardless of any conflict in policy between that stated by the Membership Program and the associated Host Provider. The Membership Program Cancellation/Change/Refund Policy and any associated fees may change at any time without notice. Changes will not apply to Reservations made prior to such changes. All Reservation cancellations are at the Membership Program's sole discretion.

15. **Host Provider Check-In Requirements, Emergency Procedures, Host Provider Rules, Fees Due to Host Providers**

    a. Participant must present the associated Travel Documents, as instructed by the Membership Program and/or the Host Provider, upon check-in at the Host Provider accommodations. Travel Documents contain check-in/check-out information and additional terms and conditions particular to each Host Provider accommodations. All Host Provider accommodations retain the right to reassign a visiting Participant to comparable substitute accommodations when necessary.

    b. Check-in problems are extremely rare with the Membership Program; however, in the event a Participant encounters a problem with any Reservations, the Participant must contact the Membership Program immediately. If voice mail is reached, a message must be left in the emergency voicemail box with a contact number. The Membership Program monitors the emergency voicemail box for messages. The Membership Program reserves the right to correct any problems prior to any Participant securing alternative accommodations and/or incurring additional costs. The Membership Program is not responsible or liable, in any manner whatsoever, for any expense incurred without prior authorization from the Membership Program. If any accommodations or facilities become unavailable due to any act of nature (e.g. hurricane, earthquake, tropical storms, etc.), act of war, force majeure, or for any other reason beyond the Membership Program's control, the Membership Program may attempt to arrange alternative accommodations, but has no liability or obligation to do so. **Travel Insurance may be purchased to protect the Reservation investment**.

    c. Participants and all Participant Guests are required to occupy Host Provider accommodations in a responsible, careful and secure manner and in accordance with the rules and regulations established by the Host Provider. Violations of Host Provider rules can have severe consequences, including, but not limited to, refusal of occupancy, eviction from accommodations, suspension and/or cancellation of the associated the Membership Program Membership, additional remedies available to under the Membership Documents, and additional remedies available to the Host Provider. The Membership Program has no obligation to provide any credit and/or other compensation whatsoever to any persons in connection with any loss, including, without limitation, refusal of occupancy and/or eviction from Host Provider accommodations, in connection with their failure to comply with Host Provider rules.

    d. Host Provider accommodations may require additional fees, including, but not limited to, fees for the use of certain amenities, services and facilities and/or taxes, key deposit, security deposit, etc., which are determined by and collected by the Host Provider accommodations, and are the responsibility of the Participant.

16. **Membership Term**: The Membership Term shall be the Membership Term designated within the Membership Program Membership Offer System used at the time the Membership was obtained (i.e. 2 years, 3 years, etc.). The Membership Program's Term will expire on the anniversary date of enrollment accordingly. In the event the Membership Program Offer System used to obtain the Membership does not expressly designate a Membership Term, the Membership Term is at the Membership Program's sole discretion.

17. **Membership Extension**: When a Membership Term has expired, an extension may be permitted at the Membership Program's sole discretion, and under such terms the Membership Program may offer, at the Membership Program's sole discretion.

18. **Renewal Dues**: Renewal Dues are required, pursuant to the Membership Program Membership Offer System used to obtain the Membership, and are required to maintain the Membership "In Good Standing". Renewal Dues are payable directly to "Advantage Services" throughout the Membership Term. A reminder is sent to the physical address and/or email address associated with the Membership; however a Member's failure to receive a reminder does not waive the Membership's Renewal Dues payment requirement. In the event Renewal Dues are not paid timely, the associated Membership shall be subject to one or more of the following, at the Membership Program's sole discretion: (a) Membership privileges permanently revoked, (b) Membership privileges frozen or suspended until the Renewal Dues and late fees (if any) have been paid in full, (c) Membership privileges reduced to limited services until Renewal Dues and late fees (if any) have been paid in full, (d) Loss of any or all the Membership Program Certificates, coupons, Advantage Credits or other credit privileges, rendering any or all unredeemed the Membership Program Certificates, coupons, Advantage Credits or other credits null and void, (e) Loss of any or all Reservations made under the Membership not yet occupied, (f) A Reinstatement Fee to reinstate the Membership, (g) Assessment of late fees, (h) Modified Membership benefits upon reinstatement (i.e. higher Renewal Dues rate, etc.), (i) Mandatory Redemption of Redeemable Advantage Credits, if any, sufficient to pay up-to the lowest cost renewal option, (j) loss of Exchange Credits.

19. **Liability**: The Membership Program's liability shall be limited pursuant to the limitations defined within these Membership Terms. Furthermore, Participant understands and agrees that the Membership Program's liability and responsibility hereunder is limited to the Service Fee received by the Membership Program for the specific service provided. the Membership Program is not liable for any loss, injury, or damage to persons or property for any reasons whatsoever arising hereunder, including, without limitation, any use or nonuse of this Membership, any use or nonuse of any products and/or services obtained in connection with this Membership, including, without limitation, a Reservation, Advantage Credits, coupons, certificates, vouchers, discounts, credits, etc., and/or any technology, whether provided by the Membership Program, any Host Provider, or any others. In no event shall the Membership Program be liable for any incidental, consequential, indirect, statutory, special or exemplary damages, including, but not limited to, loss of use, loss of time, inconvenience, lost opportunities or loss of data, arising out of or in connection with this Membership, regardless of whether such liability is based on a breach of contract, tort, strict liability or otherwise, and even if the Membership Program had been advised of the possibility of such damages or such damages could have been reasonably foreseen. Participant agrees and acknowledges that the Membership Program further limits its responsibility and liability pursuant to the liability limitations defined within the terms and conditions of the specific products and/or services utilized by Participant, and in the event of a conflict with any such liability limitations and the liability limitations defined herein, the most limiting liability limitations shall prevail. Participant further agrees that any liability of the Membership Program hereunder is limited to those matters related to products and services within the Membership Program's direct control. The Membership Program is not responsible for personal costs, including, without limitation, telephone costs, taxi fares, etc. incurred while traveling through this Membership. Some accommodations require additional fees for the use of certain amenities and facilities, which are determined by and collected by the Host Provider and may include, without limitation, taxes, security deposits, damage deposits, amenity deposits, etc., and are the Participant's responsibility.

20. **Notices**

    a. Notices to Participants: Notices to Participants will be effective and deemed given on the date first published on the Membership Website (as specified in your Membership Enrollment document). Alternatively, the Membership Program may deliver notices to Participants in writing by mail, or by electronic mail to an email address provided by the Participant to the Membership Program, or by publication in a Membership Program publication. Participant consents to receive electronic mail from the Membership Program for notice purposes. Such alternative notices shall be deemed given on the date sent to Participant or publicized.

b. Notices to the Membership Program: Any payments, notices, statements, or other writings required or permitted to be given hereunder shall be addressed to the Membership Program as set forth herein, and unless otherwise expressly permitted hereunder shall be deemed sufficient only if given by personal delivery or by mailing same by certified mail (return receipt requested) or by facsimile or email when the receipt is acknowledged in writing by the Membership Program. The date of the Membership Program's acknowledged receipt shall be the date of giving such notice.

21. **Technology**:

a. Members In Good Standing are entitled to access the Membership Website, which is subject to reasonable downtime for maintenance and other causes outside the control of the Membership Program.

b. Participants acknowledge that the Membership Program is the sole owner of the technologies associated with the Membership Website, and the Membership Program may contract for certain additional information technology services, including, without limitation, reservation systems, independent website hosting, secure credit card processing gateways, etc. (collectively "IT"). Such IT providers are referred to by the Membership Program as "Licensors". Participants acknowledge that all IT is the intellectual property of the Membership Program or the appropriate Licensors. Participants shall not directly or indirectly disclose, copy, transfer, or allow third-party access to any of the IT, and shall not utilize any of the IT for any purpose other than as authorized herein.

c. The Membership Program rights in and to the IT shall not be disclosed, made available, sold, assigned, subleased, sub-licensed, conveyed, remarked, or transferred to any person, firm or corporation, whether in whole or in part by duplication, modified version, or otherwise, without prior written approval of the Membership Program and the Licensors.

d. The IT is subject to protection of intellectual property laws of the United States of America and all other jurisdictions where used, and was created, compiled, prepared, selected, and arranged by the Membership Program and/or its Licensors through the expenditure of substantial effort and resources. The IT constitutes valuable property of the Membership Program and/or the Licensors.

e. Participant acknowledges and agrees that the Membership Program and the Licensors make no representations, warranties, or guarantees whatsoever with respect to the IT, its fitness, condition, or the results to be obtained from its use. The Membership Program and its Licensors specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall the Membership Program and/or the Licensors be liable for any damages of any kind, including, but not limited to, direct, special, indirect, punitive, or consequential damages that may arise at any time or from time to time in connection with any IT, software, program or system, even if the Membership Program and/or the Licensors have been advised of the possibility of such damages. Participants specifically agree that neither the Membership Program nor any of the Licensors shall be liable for lost profits, lost business revenue, failure to realize savings, lost data, data input errors, or other data related claims, or other commercial or economic loss of any kind whatsoever.

f. This Technology provision shall confer a third party beneficiary right of action upon the Membership Program's Licensors to enforce the terms set forth herein regarding the Licensors' IT.

22. **Governing Law**: This Membership Agreement is made in the state of Nevada and shall in all respects be governed by and construed in accordance with the laws of that state. Any and all suits for any and every breach of this Membership Agreement shall be instituted and maintained exclusively in the courts of Clark County, Nevada and all parties hereby consent to the exclusive jurisdiction thereof. All services provided by the Membership Program shall be construed to be provided from the United States.

23. **Jury Trial Waiver**: Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Membership Agreement and/or the transactions contemplated hereby.

24. **Waiver**: No waiver by the Membership Program of any breach or default by any Participant of any term or condition of this Membership Agreement and/or any other term or condition of any other product or service whatsoever shall be deemed a waiver of any other breach or default (whether prior or subsequent thereto) of the same or any other term or condition.

25. **Attorney Fees**: In the event litigation results from or arises out of this Membership Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

26. **Partial Invalidity**

    a. In the event of a conflict between any provisions herein and any law or regulation, the latter shall prevail; but, in such event, the affected provisions shall be curtailed only to the extent necessary to bring them within the requirements of such law or regulation. Any such illegal provision shall not invalidate this Membership Agreement as a whole.

    b. In the event any part of a provision is declared invalid or unenforceable, for any reason, the remainder of the provision shall not be affected. However, if in the Membership Program's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Membership to the Membership Program, the Membership Program may at any time terminate the Membership by written notice to the Member without penalty or compensation owed by either party to the other.

27. **Entire Understanding**: The Membership Documents constitute the entire agreement between the parties with respect to the subject matter of this Membership. There are no express or implied covenants or warranties, oral or written, between the Membership Program and any Participant except as expressly stated in the Membership Documents.

28. **Trade Names**: Participant acknowledges that the trademarks, tradenames and service marks including, without limitation, "Advantage Services" (and design), "My Travel Rewards Club", "Advantage Program" (and design), "Advantage Weeks", "Quick Weeks", "Advantage Credits", "On Holiday", "Owner Advantage Program", "Member Advantage Program", the Membership Website (and design), and other trademarks used by the Membership Program or its parent companies, and all derivatives thereof (the "Proprietary Marks") are valuable intellectual property of the Membership Program and may not be used in any manner whatsoever without prior written authorization from the Membership Program. Other trade names belonging to Host Providers, including, without limitation, Marriott, Hilton, Royal Caribbean Cruise Lines, Carnival Cruise Lines, etc., are the registered trademarks of their respective owners. All rights reserved.

29. **Right to Terminate**: If at any time, and for any reason, a Member is dissatisfied with this the Membership Program Membership, the Member may immediately terminate this Membership by advising the Membership Program in writing. Membership termination does not release Members from their contractual obligations with any Marketing Entity. Membership termination does not entitle any Participant to a refund of any monies whatsoever beyond what is expressly promised herein.

30. **Right to Cancel**: A Member has an unwaivable right to cancel this Membership within 10 days after the date the Member signs this Membership Agreement. If a Member decides to cancel this Membership Agreement, the Member must notify us in writing of their intent to cancel. A Member's Notice of Cancellation shall be effective upon the date sent and shall be sent to 2620 Regatta Dr., Ste. 102, Las Vegas, NV 89128 or to the email in your Membership Enrollment document).

These Membership Terms, the Membership Documents, all terms and conditions set forth herein, and all terms and conditions incorporated herein are the intellectual property of the Membership Program and may not be reproduced or used in any manner whatsoever without the express written consent of the Membership Program.