

Welcome to the Booking Platform provided by Custom Travel Solutions LLC, with offices located at 27 S. Main Street, Travelers Rest, SC 29690 (referred to herein as, “CTS” “we” “us” or “our”). These Booking Platform Terms and Conditions (the “Booking Platform Terms and Conditions” or “Agreement”) set out the terms on which we provide Travel and Activities Services and Benefits to each Member who has an active Membership. **These Booking Platform Terms and Conditions apply only to your use of the Booking Platform and the Benefits and Travel and Activities Services offered with your Membership. If you purchase Travel and Activities Services from the Booking Platform, additional terms and conditions apply.**

**SERVICES:** This Booking Platform is an online service for Travel and Activities Services and Benefits provided to you by us through Providers. As part of the Travel and Activities Services and Benefits, you will have access to services that may include, without limitation, access to savings, insurance, and legal services, as well as other related or discount features which are subject to these Booking Platform Terms and Conditions. By using the Booking Platform, you accept these Booking Platform Terms and Conditions, regardless of whether you have purchased any Travel and Activities Services from the Booking Platform.

**AGREEMENT:** This Agreement is a binding contract between you and our company that governs your relationship with our company and any access to, or use of the Booking Platform. Please note that we may from time-to-time revise or amend the Agreement pursuant to the provisions of Section 11 of these Booking Platform Terms and Conditions due to the applicability of upcoming laws and regulations or for other legitimate reasons. The Booking Platform is made available to you only on the condition that you have a valid Membership and agree to be bound by the Agreement. If you do not agree, then do not access, or use the Booking Platform. If the laws of your country of residence or domicile (your “Country”) restrict the ability to enter into agreements such as this Agreement according to age or for any other reason, and you are under such age limit or subject to such other restriction, you may not enter into this Agreement. By accessing or using the Booking Platform, you are representing that you have the legal capacity and authority to enter into this Agreement, and that you have reviewed, understand, and accept this Agreement without limitation or qualification.

## 1. Definitions

For purposes of this Agreement, the words below are defined in the body of this Booking Platform Terms and Conditions.

- a. “ACN” means ACN Asia Pacific or any of its affiliates as applicable.
- b. “Access Credentials” means your username and password used to enrol in the Membership.
- c. “Account” means your Membership account on [truvilifestyle.com](http://truvilifestyle.com) for the purpose of managing the usage of the Membership.
- d. “Agreement” means the agreement between you and us comprised of the Booking Platform Terms and Conditions as currently in effect, on the basis of which we will deliver the Booking Platform to you.
- e. “AirMed” means an emergency medical evacuation service.
- f. “Benefits(s)” means access to the various special services made available to Members, which shall be as published on the Website.
- g. “Booking Platform” means the exclusive website provided by us to Members for the purchase of Travel and Activities Services.
- h. “Change” has the meaning given in Section 11.
- i. “Country” means your country of residence or domicile.
- j. “Hotel Credit” means credits awarded based on your Membership Tier that can be used to reduce the price on eligible hotel bookings.
- k. “Member” or “you” means a person who has purchased the Membership and have been successfully accepted by us and who continues to pay the applicable Fee.
- l. “Membership” means the Truvilifestyle membership provided by ACN which offers participation in a Benefit, and Travel and Activities Services program subscribed through an online enrolment process and includes access to the Website and Booking Platform.
- m. “Membership Tier” means either Essentials, Concierge, or Premier.

- n. "Payment Method" means a valid payment method accepted by us.
- o. "Personal Data" means information relating to an identified or identifiable natural person.
- p. "Provider(s)" means the third parties with whom we have entered a contract within order to provide Travel and Activities Services and Benefits to you through the Booking Platform.
- q. "Provider T&Cs" refers to the terms and conditions from Provider that apply to the Service(s) and/or Benefit(s) via the Booking Platform.
- r. "Travel and Activities Services" refers to activities, travel services including accommodation, meet and greet services, and related insurance.
- s. "Truvilifestyle" is a registered trademark of ACN which CTS has a right to use always in good faith, solely for purposes of marketing the Benefits and Travel and Activities Services in the Booking Platform.
- t. "us", "we" or "our" means Custom Travel Solutions LLC, a company organised and existing under the laws of the South Carolina, United States of America with company registration in South Carolina, USA.
- a. "Website" means [www.truvilifestyle.com.au](http://www.truvilifestyle.com.au) and [www.truvilifestyle.co.nz](http://www.truvilifestyle.co.nz).

## 2. Scope and Nature of the Booking Platform

### Travel and Activities Services

By using the Booking Platform in order to make a reservation and/or purchase Travel and Activities Services, you enter into a direct legally binding contractual relationship with the Provider in which you make a reservation and/or purchase Travel and Activities Services as applicable. From this point we act solely as an intermediary between you and the Provider. We transmit the relevant details of your reservation and/or purchase to the relevant Provider(s) and send you a confirmation email for and on behalf of the Provider. We do not (re)sell, rent out, offer any (travel) product and/or service.

When rendering our Booking Platform, the information that we disclose is based on the information provided to us by the Provider(s). As such, the Provider(s), and not CTS, is/are fully responsible for accuracy, completeness, and correctness of all rates/fees/prices, availability, policies, conditions, and other relevant information that gets displayed on our Booking Platform. Therefore, we cannot verify and guarantee that all information is accurate, complete, or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary and/or partial) breakdown, repair, upgrade, or maintenance of our Booking Platform or otherwise), inaccurate, misleading, or untrue information, nor non-delivery of information. Each Provider remains responsible at all times for the accuracy, completeness, and correctness of the (descriptive) information (including the rates/fees/prices, policies, conditions, and availability) displayed on our Booking Platform.

Due to the inherently limited inventory in the travel industry, the availability of specific services or features such as room upgrades or amenities is not guaranteed and may be subject to limits on availability or price, which may vary. CTS will make every reasonable effort to source the best possible price, but prices may increase above the initially published price due to limited inventory availability.

### Benefits

By using any Benefits from the Membership during your trip (e.g., by visiting the airport lounge) you enter into a direct legally binding contractual relationship with the Provider in which you make a reservation, purchase a product and/or service (as applicable). From this point we act solely as an intermediary between you and the Provider. We transmit the relevant details of your reservation and/or purchase to the relevant Provider(s) and send you a confirmation email for and on behalf of the Provider.

Benefits are booked subject to the Providers T&Cs which may contain restrictions imposed by a Provider, such as minimum or maximum age requirements, travel insurance and visa requirements. It is your responsibility to ensure that you are able to comply with the Providers T&Cs and booking terms, including any such restrictions or requirements, before booking. CTS shall not be responsible for your failure to comply with such restrictions or requirements, where you have been advised of these on or prior to booking.

## 3. Access to the Booking Platform

After your successful enrolment in the Membership, you can enter the Booking Platform where you will be able to make use of the Travel and Activities Service and Benefits applicable to your chosen Membership Tier. The Access Credentials needed to enter the Booking Platform are the same Access Credentials used for enrolling into the Membership. You understand and acknowledge that any person able to use your Access Credentials will have full access to your Account, and you agree that by sharing your Access Credentials any such person is authorised by you to represent you for purposes relating to the Membership, including receiving information about and making changes to your Account, and adding, modifying, or cancelling the Membership.

If you do not wish for another person to represent you or access your Account information, keep your Access Credentials confidential. You are responsible for all actions taken by third parties using your Access Credentials.

## 4. Acceptable Usage

The content and information on this Booking Platform as well as the infrastructure is proprietary to us, ACN or our Providers. By using or utilising the Booking Platform you agree to the following:

- a. not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Booking Platform, use of the Booking Platform, or access to the Booking Platform.
- b. not to use the Booking Platform to collect personally identifying information about users of the Booking Platform.
- c. not to attempt to gain unauthorised access to other computer systems or networks connected to the booking Platform.
- d. not to use the Booking Platform for any illegal purpose.
- e. to use the Booking Platform in compliance with the laws, rules, and regulations applicable in your country ("Applicable Law") and any other location where you are using the Booking Platform.

Any violation of this Agreement may result in the revocation of access to the Booking Platform and termination of your Membership.

## 5. Correspondence and Communication

Some of the information that you must provide to us is personal data that is subject to applicable data protection laws ("Personal Data"). This Personal Data may be shared with our parent, subsidiaries, and other affiliated entities (collectively, "Affiliates") and third-party data sources and service providers in accordance with the Privacy Policy.

At all times during your usage of the Booking Platform, you agree to keep all Personal Data provided to us up to date, accurate, and complete, including without limitation your email address. You may update your Personal Data by contacting our customer service department, or for certain Personal Data by accessing your Account via the member portal located on the Booking Platform. Communications will be sent to the email address that you provide during your Membership enrolment, and it is your responsibility to keep the primary email address listed on your Account with us up to date so that we can communicate with you electronically. You understand and agree that an electronic communication is deemed successful once emails are sent to the primary email address listed on your Account, and our notice to you will be deemed to have been given on the first business day after sending by email.

By making use of the Benefits or purchasing Travel and Activities Services, you agree to allow us to share your Personal Data with the relevant Provider(s) and agree and understand that you may receive communications relevant to the Benefit or purchased Travel and Activities Service from the Provider(s), such as service announcement or administrative messages. We may help facilitate the communication between you and the Provider(s), but we cannot guarantee that any request or communication with the Provider(s) will be duly and timely received/read, complied with, or accepted by the Provider(s). You may revoke your consent in writing by emailing [EU.privacyofficer@acneuro.com](mailto:EU.privacyofficer@acneuro.com) or by utilising the unsubscribe option contained within an email or text communication.

In the event that we or our Provider(s) are unable to deliver email messages to you after multiple attempts due to reasons beyond our control

(i.e., your email address is no longer valid, your email box becomes full, or your email provider sends our communications to a SPAM or junk e-mail folder), or we discover that any other portion of your Personal Data is or becomes inaccurate, then the rendering of the Benefits and Travel and Activities Services may be hindered and we may suspend all or any portion of the Membership pending resolution of the issue.

## 6. Payments

If applicable and available, CTS may offer the opportunity to facilitate (through third party payment processors) the payment of the relevant Benefit and Travel and Activities Service for and on behalf of the Provider. Payment is safely processed from your chosen Payment Method to the Provider through a third-party payment processor. For certain Benefit and Travel and Activities Service, the Provider may allow for payments to be made at the time of your stay, in that case CTS will pass on your Payment Method information to the Provider so they can successfully process your payment. You will not hold CTS liable or responsible for any (authorised, (allegedly) unauthorised or wrong) charge by the Provider and not (re)claim any amount for any valid authorised charge by the Provider of your credit card.

Hotel Credits can be used towards partial payment of the Provider of hotel services for bookings made and paid online through the Booking Platform for the eligible offers. Hotel Credits cannot be used for non-hotel services or for payments towards future payable Fee. The amount of credits you can use on a single hotel reservation is variable and based on Supply & Demand. Some hotels require payment upon check-in, and Hotel credit use will not be available for these venues. Each hotel in the booking platform will list the number of credits you can use, and this will be visible prior to reservation bookings. Hotel credits expire 24 months from allocation to member. If a member cancels their subscription or if payment is not received after 8 days and 3 payment collection attempts following the membership payment due date, the member will forfeit any previously accumulated Hotel Credits that are unused as at the time of cancellation or 8 days and 3 payment collection attempts after payment due date where no payment has been received.

## 7. Refunds and Cancellations

By purchasing a Travel and Activities Services and or Benefit with a Provider, you agree and accept the relevant Provider T&Cs, including their relevant cancellation and no-show policy. The relevant Provider T&Cs can be obtained with the relevant Provider. The general cancellation and no-show policy of each Provider is made available on our Platform prior to your purchase. You may cancel or change your Service, but you may be charged a cancellation or change fee which shall be indicated in the relevant Provider T&Cs. If you wish to cancel or change your reservation, please contact us via the chat icon on the Booking Platform so that we can assist you in arranging this.

## 8. Best Price Promise

We are so confident in our special members-only pricing that if our members find a lower price on another website for the same hotel or cruise with the same itinerary and under the same conditions, we will refund 110% of the difference. In order to receive this refund, you should follow the steps outlined in the benefit section. Claims MUST be submitted via the provided claim submission form and within the time limits specified and are limited to registered and active Membership. Submissions that do not meet these criteria cannot be processed. All claims are expressly subject to our final review and eligibility determination. Successful claims will receive 110% of the difference between the verified prices indicated within the claim submission form. Payments will be paid via future travel credit, PayPal at our discretion. There is a limit of one (1) Price Promise claim per member per calendar month. The club reserves the right to reclaim any credits issued where the customer has been deemed by the club to be abusing the Price Promise program for personal or financial gains. The club reserves the right to amend, revise, supplement, suspend or discontinue the Price Promise program and all its terms at any time. The club will not be liable for the payment of any claims under the Price Promise program with respect to rates loaded in error by the club or the airline, hotel, or any printing, typographical, administrative, or technological errors in any materials relating to rates backed by the Price Promise. Best Price Promise also applies to flights for Truvvi Lifestyle members who signed up prior to 10 March 2023 up until their next renewal date. For any new Members who signed up after 10 March 2023, the Best Price Promise applies to hotel and cruise bookings only.

Best Price Promise Eligibility: Booking must be using the same Hotel (including room type) and for members eligible for Best Price Promise on flights (see above) same airline carrier (including class of service and fare basis code). Please note that the claim amount should be a minimum of \$5.00. The airline or the hotel booking needs to be prepaid in full and immediately confirmed at the time of booking. The room,

villa/condo, cabin, air reservation must be available for instant confirmation at the time our agents check availability. The total base purchase price of the travel must be at least \$50.00, not including any taxes or fees. Price Promise does not apply to differences based on service fees, booking fees, processing fees, shipping fees, paper-ticket fees and other fees not included in the base travel price, nor to differences based on add-on services or products such as additional guests or beds, premium seat charges, baggage charges, beverage packages, shore excursions, onboard spending credits, gratuities, premium dining charges, fuel, infant car seats, etc.

Price Promise exclusions: private or unpublished rates, packaged or promotional rates where the rate for the compared individual component is not separately quoted and visible to the customer, hotel rooms or tour rates individually, when sold as part of a travel package, any travel where the name of the supplier (hotel, airline, operator, etc.) is hidden or unknown to the customer at the time of purchase, rates that are not available to the general public, which include: Travel industry rates, agent rates, FAMs, club FAMs, Corporate discount rates, Group or meeting rates, Any rates requiring membership, Loyalty programs, any organisation with rates intended for a specific group of individuals and are not meant for the general public, and travel won as part of a contest, sweepstakes, etc.

The club reserves the right to: deny any claims that cannot be verified, or for which you have provided incomplete information, request additional documentation to prove that any claim is not the result of fraud or suspicious behaviour or contrary to the intent of the Price Promise program, and request documentation to prove that the credit card used to make the booking has a valid billing address matching that of the registered member.

## 9. Benefits

Benefits are subject to Provider T&Cs which are being made available to you in the FAQ section of the Booking Platform.

### Complimentary Flight Accident Insurance

For air only tickets purchased through the Booking Platform, as a Membership holder, you, your spouse, and unmarried dependent children will be automatically insured up to \$200,000 USD against accidental loss of life, limb, sight, speech or hearing for your covered flight. Cover provided while you are riding, boarding or flying as a ticketed passenger in a scheduled aircraft provided by a regularly scheduled airline, while you are at the airport or traveling in any licensed, public conveyance to and from the airport in connection with your ticketed flight and while you are riding in any land or water conveyance provided by the airline as a substitute for an aircraft.

Full benefit is paid to you for accidental loss of life, two limbs, both eyes or one limb and one eye, one-half the amount is paid for loss of one limb or one eye. Benefits are payable up to one year from the date of accident. Under this policy, the aggregate limit of benefit for all covered losses for any one air travel accident is \$10,000,000. Coverage does not apply for loss caused by self-inflicted injury, suicide, war, illness, or travel for aerial navigation except as expressly provided. The death benefit will be paid to the Estate of the Insured Person. All other benefits will be paid to the Insured. Full terms and conditions are provided upon request following itinerary confirmation.

### Personal Travel Agent

Personal travel agent provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the customer.

### Fast Pass Visa & Passports

Offers expert assistance in securing visa and passport services from the world leader in these types of services. Service is provided by CIBT and depending on your residence your services will be provided by an office best suited to servicing your region and/or needs. This Benefit does not specifically warrant the discounts and/or services listed. All discounts are subject to change at any time and are based upon the billable services provided by CIBT and do not apply to government or other institutional fees or charges. For full terms of service provided by our partner CIBT visit [cibtvisas.com/terms-of-use](http://cibtvisas.com/terms-of-use)

### Tele-Med Doctor Access (Doc in a Suitcase)

This program connects Members 24 hours a day, seven days a week, to the worldwide resources of AirMed. Members have access to AirMed's Customer Care Centre who will provide information about how and where to obtain medical care while traveling, including medical

monitoring and coordination with local health care professionals.

This service is available for Members who have an active Membership at the time when the service is being rendered. Doc in a Suitcase is intended for coverage during travel only, and accordingly service must be tied to confirmed travel arrangements that have been booked and confirmed by CTS. Doc in a Suitcase Service is not applicable for travel booked outside of the Booking Platform. Doc in a Suitcase service must be requested 30 days prior to your travel date, but no greater than 1 year prior. Members should contact CTS when doctor consultative services are required during their travel. Doc in a Suitcase service is an online, connected service operating in real-time and so requires an active internet connection at the time you wish to use the service. Period of activation is for 7 continuous days only. Following a 7-day period of use, a subsequent 7-day period of use may be requested so long as the member is still active and retains a plan that includes this benefit. Valid activation code required before service can be used.

## **Vacation Rental Deals**

Vacation rental deals are provided as a Membership only benefit and are not available to non-members. When booking, the Membership has to be active, and the Membership holder must be present on the booking. Vacation rental deals are generally provided as weekly stays (7 days) due to the very high level of discount. Availability is limited, will vary by desired seasonality, and may change at any time. When making your booking, your booking is not confirmed until successful payment has been secured, and that you receive a valid booking confirmation.

## **Private Medi-Jet Service**

The Private medi-jet service is intended for emergency, doctor-mandated medical repatriation in the event of a qualifying medical emergency, applicable worldwide. The requesting Member must be admitted to (or is being discharged from) a hospital more than 500 miles from the Members primary and registered residence. All services provided in conjunction with the Member benefit will be provided by AirMed.

Member must have a valid, active Membership at the time of request of service. All services are applicable ONLY to the named, paid Member as documented upon time of sign-up for the Membership. Specifically, travellers or companions who are not the Membership holder are not covered under the terms of this service.

If a Member is admitted to (or is being discharged from) a hospital anywhere in the world that is more than 500 miles from the Members residence, and it is determined by the Members physician and AirMeds medical director that the Members medical condition is stable enough to allow air transport but that medical escort is required, then, at the Members request, AirMed will provide the Member with private air medical transport or, if appropriate, commercial airline transport with medical escort. In either case, transport will be provided on a bedside-to-bedside basis to a hospital of Members choice that is more than 500 miles from the original hospital (or to Member's residence, as applicable), subject to the Membership terms and conditions. If space is available and patient care is not compromised, family members, business associates, and/or traveling companions may accompany the Member, at no additional cost, on AirMed aircraft during transport.

Member Benefits of Private Medi-Jet Service include worldwide medical jet transportation, 24/7 logistics centre for worldwide medical and second opinion referrals, consultations, and prescription assistance, foreign travel advisories and threat assessments, legal referrals and emergency message relay and transport of mortal remains. In the event that international medical repatriation is required, the requesting Member should contact Member Support. In case of after hours, please contact AirMed directly at 1-800-356-2161 (US), or +61 (2) 99725888 (Australia) or +64 (9) 8868989 (New Zealand). AirMed are available 24hrs. For full terms of service provided by AirMed visit [airmed.com/Membership/Terms-and-Conditions.aspx](https://airmed.com/Membership/Terms-and-Conditions.aspx)

## **Legal Representation Abroad**

If a member requires emergency legal assistance away from home, CTS will arrange without charge to the member an initial telephone consultation with an appropriate attorney up to a maximum duration of 3 hours outside your home country. If referral to an attorney in another jurisdiction is required, referral is included without charge. The final selection and all fees and costs associated with an attorney will be the full responsibility of the Member. CTS does not guarantee the quality of the legal advice, nor shall CTS be liable for any consequences

arising out of the services provided by the lawyer or legal professional.

## **Airport Lounge and Hospitality Venue Access**

Members on selected plans gain access to more than 1300 airport lounges and hospitality venues globally. Airport and Hospitality Venue access is supplied by Priority Pass Ltd. Lounge and hospitality venues included within membership benefit are subject to change without notice and members can check Lounge and Hospitality venue availability directly with Priority Pass on their website at [www.prioritypass.com/en](http://www.prioritypass.com/en) prior to travel. Members will need to submit a Lounge or Hospitality Venue access pass via the booking platform in advanced of seeking to access to a specific location. Initial request for Lounge Access Information Kit may take up to 6 weeks to be processed and delivered to a member.

Hospitality Venue access will include an entitlement to receive a credit in the local currency off the member's bill. The credit is valid for the purchase of any meal and/or drinks. Credit supplied is non-transferable and cannot be exchanged for cash substitute or refund if the final bill is lower than the credit supplied, and any remaining balance cannot be used towards gratuity. To be eligible, members must present a valid Priority Pass Card and Boarding Pass with confirmed same-day travel before placing an order. Priority Pass Ltd terms of service can be accessed at [www.prioritypass.com/en/terms-of-use](http://www.prioritypass.com/en/terms-of-use).

## **Virgin Experience Days**

Benefit includes membership to Virgin Experience Days by Virgin Experience Days Ltd that provides offers and discounts on selected experiences within the United Kingdom. This Benefit does not specifically warrant the discounts and/or services provided by Virgin. All discounts are subject to change at any time and are based upon availability. Service Terms & Conditions are provided by Virgin Experience Days Ltd at [www.virginexperiencedays.co.uk/terms-and-conditions](http://www.virginexperiencedays.co.uk/terms-and-conditions).

## **Taste Card**

Membership includes access to the TasteCard+ Digital Card for the life of your Membership provided by Taste Marketing Limited. The Digital Card requires a mobile device and App download. Members gain access to offers and discounts on selected experiences within the United Kingdom. Members can view available offers and discounts at [www.tastecard.co.uk](http://www.tastecard.co.uk) can. Service terms and conditions provided by Taste Marketing Limited can be accessed at [www.tastecard.co.uk/Footer-Pages/membership-terms-and-conditions](http://www.tastecard.co.uk/Footer-Pages/membership-terms-and-conditions).

## **10. Our right to terminate**

We may terminate your access to the Booking Platform and/or Benefits for any reason upon 30 days prior notice to you, which termination will be effective at the end of the applicable payment period of your Membership. Upon the effective date of any such termination, we will stop billing you for the Fees and your access to the Membership, Benefits, and Booking Platform will be terminated.

If you breach this Agreement, misuse the Booking Platform, or we reasonably determine that your Membership has been obtained or used fraudulently, is being used for purposes in conflict with Applicable Law or this Agreement or is otherwise being abused or used in a manner not contemplated by or intended by this Agreement or that may be harmful to us or other users, we may suspend your access to the Booking Platform and/or any Benefits immediately. Prior to exercising our termination right, we shall investigate and where appropriate we will notify you of the breach or reasons for such termination or suspension and allow you a reasonable period to cure the breach or alter such circumstances. We reserve the rights to pursue any other remedies we may have against you at law or in equity You may not be listed under more than one Account. Attempts by a single member to obtain multiple Memberships or to be named under more than one Account may result in the termination of all relevant Memberships and/or refusal to offer or sell Benefits to you or any other member of your household.

## **11. Change in Terms and Conditions**

Subject to these Terms and Conditions and Applicable Law, we fully reserve the right to modify, add, eliminate, or otherwise change (collectively, "Change") any portion of this Agreement or the Benefits, or any term or condition applicable to all or any portion of your usage of this Booking Platform.

If we make a Change, we will post on the Booking Platform the changes to these Booking Platform Terms and Conditions at least thirty (30) days before the Change comes into effect and will indicate the date these Terms and Conditions were last revised. In addition, we will provide you notice of any material Change using the contact information in your Account, setting out the new clause, or the amended clause and how it read formerly, and the date on which the Change will come into effect. You may refuse to accept the Change and rescind, or cancel your Membership without cost, penalty, or cancellation indemnity, by contacting Truvvilifestyle customer service as indicated in your Membership Terms and Conditions no later than thirty (30) days after the Change comes into force.

Subject to these Booking Platform Terms and Conditions, and Applicable Law, by continuing to make use of the Booking Platform and /or Benefits after the effective date of any Change, you acknowledge the Change and agree to be bound and abide by same, and your exclusive remedy in the event you do not agree to any such Change is to cancel your Membership as provided for in the Membership Terms and Conditions.

## 12. Indemnification

You agree to indemnify CTS for any liability, including legal fees, costs and disbursements, damages, fines, penalties, or other awards arising from your conduct and that of your companion when travelling as a Member or companion. CTS may at any time set off any liability of the Member or companion against any liability of CTS, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms and Conditions. Any exercise by CTS of its rights under this section shall not limit or affect any other rights or remedies available to CTS under these Terms and Conditions, applicable law or otherwise.

## 13. No representation or warranties; limitations of liability

To the fullest extent permitted by Applicable Law, the Membership, Booking Platform, the Website, and all information contained in the Membership, Booking Platform and on the Website are offered and provided on an "as is" and "as available" basis with all faults. We make no representations, warranties, or guarantees of any kind and excludes any strict liability for defects already existing at the time of conclusion of the contract. No oral or written information or advice given by us, ACN or Providers or our respective representatives, agents or employees will create a warranty or in any way increase the scope of any warranty.

We exclude any liability for damages of any nature except those that may arise due to causes exclusively imputable to us, and we shall not be liable for any damages that may arise due to the access and use of the Booking Platform by you or by other users in a manner that is not in compliance with this Agreement.

To the fullest extent permitted by Applicable Law, and except for cases of personal injury, death, or the gross negligence or wilful misconduct by us, in no event will the collective aggregate liability of CTS, ACN or Providers in connection with the Benefits and Travel and Activities Services, this Agreement, or the subject matter of this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), and otherwise, exceed six (6) months of the fees actually paid by you to us for the respective Benefit and Travel and Activities Services on the Booking Platform.

The exclusions and limitations of warranties, liability and damages set forth herein are subject to Applicable Law and do not affect any liability or warranty that cannot be excluded or limited under Applicable Law.

If you are dissatisfied with the Booking Platform, other than because we breach our obligations towards you, your sole and exclusive remedy unless otherwise provided by Applicable Law is to discontinue accessing and using the Booking Platform and cancel your Membership by contacting Truvvilifestyle customer service. If you have any other dispute or question arising under this Agreement, please contact us directly via the Booking Platform so that we may attempt to resolve your issue.

## 14. Intellectual Property

The Booking Platform and all content and elements of or related to it are our copyrights, and other intellectual property. The Truvvilifestyle name and logo, the Membership and all content and elements of or related to the foregoing, are the trademarks, copyrights, and other



intellectual property of ACN.

Other product and company names mentioned in this Agreement, the Travel and Activities Services, or on the Booking Platform are the intellectual property of their respective owners. No use of any of this intellectual property may be made by any third party without our prior express written consent or the relevant owner, which consent may be withheld, conditioned, or delayed in such party's sole discretion. The Booking Platform content may not be copied in whole or in part, and no logo, graphic or image on the Booking Platform may be copied or retransmitted in whole or in part, in each instance without our prior express written consent, which consent may be withheld, conditioned, or delayed in our sole discretion.

You agree that you shall not reverse engineer, decompile, or otherwise attempt to obtain the source code of or otherwise duplicate or modify the Booking Platform you receive access from us, unless and to the extent allowed under Applicable Law. This Agreement does not convey to you any ownership or other rights in the Booking Platform, or in any intellectual property rights or other proprietary rights embodied therein by implication, estoppel or otherwise except for the limited rights to use the Booking Platform expressly granted under this Agreement. Access to the Booking Platform and the intellectual property rights and proprietary rights embodied therein (including all components, derivatives, and modifications thereof) shall at all times remain vested in our company or our licensors.

## 15. Governing Law and Jurisdiction

This Agreement, including its formation, construction, interpretation, and enforceability, is governed by and shall be construed in accordance with the laws of the county of Greenville, in the State of South Carolina, in the United States of America, except to its choice of law rules. Mandatory provisions of the laws of your Country shall, however, remain unaffected. Any court proceedings shall take place in the competent courts of your Country. For Australian citizens, the Australian Competition and consumer commission provides for an online dispute resolution platform, which you can access via the external link [www.accc.gov.au](http://www.accc.gov.au).

For New Zealand citizens the New Zealand Commerce Commission provides for an online dispute resolution platform which you can access via the external link [comcom.govt.nz](http://comcom.govt.nz).

## 16. Miscellaneous

### A. Entire Agreement

This Agreement, including these Booking Platform Terms and Conditions, contains the entire agreement between you and our company with respect to the subject matter hereof and supersedes any and all prior written, electronic, or oral agreements and understandings between the parties regarding the Benefits, Travel and Activities Services and any access to and use of the Booking Platform.

### B. Relationship of the Parties

This Agreement is made by and between you and our company. We reserve the right to utilise Provider (s) to organise the Benefits and the Travel and Activities Services provided to you, however we remain solely responsible to you for the performance of our obligations hereunder. ACN nor Providers are deemed a party to this Agreement, although ACN or Providers may provide certain services in connection with the Membership. Accordingly, to the fullest extent possible under Applicable Law, you agree that (i) none of our Providers or ACN will have any direct liability to you or any other individual that you enrol; (ii) neither you nor any other individual that you enrol will bring any legal claim, dispute, or proceedings of any nature in relation to the fulfilment of this Agreement or the Benefits against ACN or Providers. You may not assign this Agreement without our express, prior, written consent. We may assign this Agreement without your consent to an affiliate or a successor-in-interest to all or part of our business.

No relationship between CTS and any third parties, including, but not limited to, Providers, travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of CTS or ACN, who post, publish, view, receive, or utilise information and/or

materials on the Website shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of CTS, ACN, their parent, subsidiaries, Providers, associated or affiliated entities or any officer thereof.

## **C. Waiver and Severability**

No waiver by us of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

## **D. Accessing the Booking Platform and security**

You agree that you will treat your Access Credentials and any other piece of information received as part of our security procedures for access to the Booking Platform as confidential. You also acknowledge that your Account and any other account you set up through the application or other websites are personal to you and agree not to provide any other person with access to such Accounts, Booking Platform, or portions of either using your Access Credentials or other security information. You agree to notify us immediately of any unauthorised access to or use of your Access Credentials or any other breach of security. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your Accounts after you have contacted us. You also agree to ensure that you exit from your Accounts at the end of each session. You should use particular caution when accessing your Accounts from a public or shared computer so that others are not able to view or record your password or other Personal Data. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of Applicable Law or this Agreement.

## **E. Interpretation**

In the event that these Booking Platform Terms and Conditions, are determined to be in conflict, regardless of which are in conflict, the order of precedence shall be as follows: (1) these Booking Platform Terms and Conditions; (2) the Website Terms of Use; and (3) the Privacy Policy.