

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 12 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 Opportunity, LLC, or any of its affiliates as applicable.
- b. “Access Credentials” means your username and password used to enroll in the Membership.
- c. “Account” means your Membership account on [truvvi.com](https://truvvi.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. "Benefits(s)" means access to the various special services made available to Members, which shall be as published on the Website.
- f. "Booking Platform" means the exclusive website provided by us to Members for the purchase of Travel and Activities Services.
- g. "Change" has the meaning given in Section 12.
- h. "Country" means your country of residence or domicile.
- i. "Hotel Credit" means credits awarded based on your Membership Tier that can be used to reduce the price on eligible hotel bookings.
- j. "Member" or "you" means a person who has purchased the Membership and has been successfully accepted by us and who continues to pay the applicable Fee.
- k. "Membership" means the Truvvilifestyle membership provided by ACN which offers participation in a Benefit, and Travel and Activities Services program subscribed through an online enrollment process and includes access to the Website and Booking Platform.
- l. "Membership Tier" means either Gold or Platinum.
- m. "Payment Method" means a valid payment method accepted by us.
- n. "Personal Data" means information relating to an identified or identifiable natural person.
- o. "Provider(s)" means the third parties with whom we have entered a contract with in order to provide Travel and Activities Services and Benefits to you through the Booking Platform.
- p. "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.
- q. "Travel and Activities Services" refers to activities, travel services including accommodation, meet and greet services, and related insurance.
- r. "Truvvilifestyle" is a registered trademark of ACN Europe BV 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.
- s. "Truvvi Coins" means credit obtained by members when booking a cruise, which can be used to reduce the price on future bookings.
- t. "us", "we" or "our" means Custom Travel Solutions LLC, a company organized and existing under the laws of the South Carolina, United States of America with company registration in South Carolina, USA.
- u. "Website" means [www.truvvi.com](http://www.truvvi.com).

## 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 enrollment 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 authorized 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 utilizing 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 unauthorized 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 enrollment, 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 [privacyofficer@acninc.com](mailto:privacyofficer@acninc.com) or by utilizing 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 (authorized, (allegedly) unauthorized or wrong) charge by the Provider and not (re)claim any amount for any valid authorized 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.

## 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 or via [booking@truvvilifestyle.com](mailto:booking@truvvilifestyle.com) 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, 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 of the Booking Platform. 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.

## 9. Truvvi Coins

When booking a cruise through the Booking Platform, members will receive 10% of the USD (\$) value of the cruise after deducting taxes and fees in Truvvi Coins in their virtual wallet. Each Truvvi Coin has a \$1 value which may be used to further reduce the price of future bookings, booked through the Booking Platform. Truvvi Coins may be used in combination with Hotel Credits.

## 10. Benefits

Benefits are subject to Provider T&Cs which are being made available to you in the FAQ section of the Booking Platform. Not all Benefits are available to all Members. Please refer to your Membership for details regarding which Benefits apply to the Membership Tier to which you subscribed.

## **Exclusive Booking Engine 24/7**

Members have access to an unmatched selection of accommodation choices with exclusive, Member only pricing all backed up by a dedicated 24/7 travel support team.

## **Members-only Unpublished Rates**

Exclusive discounted rates on car rentals, hotels, cruises and life experiences.

## **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.

## **Vacation Rental Deals**

Vacation rental deals are provided as a Membership only benefit and are not available to nonmembers. 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.

## **VIP Concierge Service**

24/7 concierge desk for non-travel related items like restaurant reservations, tickets to concerts, shows and many other exclusive experiences. Concierge desk speaks Spanish and English All languages supported via Chat and email.

## **VIP Airport Lounge**

Enjoy entry and all of the benefits of over 1300 International VIP Airport lounges in 600 cities across 148 countries, regardless of the airline or class of travel. You can bring guests with you, but each non-member is subject to an admission fee at time of use. Most lounges will allow any number of guests, but some lounges may apply guest limits.

## **Hotel Credits**

Hotel Credits are awarded to Members subscribing to a certain Membership Tier and they will be issued on the first day of each new membership month. To view the Hotel Credit applicable to your Membership, please consult the Booking Platform. Each Hotel Credit is worth \$1 off hotel costs. Hotel Credits are valid for 24 months from issue, but no later than on termination of the Membership.

We reserve the right to alter the Membership Hotel Credit awarded, and in case of a reduced value of the credit, Members are given a 30 days' notice.

Hotel Credits can be used towards the deposit, or 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.

## **11. 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.



## **12. 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.

## **13. 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.

## **14. 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 willful 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 as indicated in your Membership Terms and Conditions. If you have any other dispute or question arising under this Agreement, please contact us directly via the Booking Platform or at [booking@truvvilifestyle.com](mailto:booking@truvvilifestyle.com) so that we may attempt to resolve your issue.

## **15. 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.

## **16. 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.

## **17. 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 utilize Provider (s) to organize 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. Neither 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 enroll; (ii) neither you nor any other individual that you enroll will bring any legal claim, dispute, or proceedings of any nature in relation to the fulfillment 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 utilize 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 unauthorized 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.