

TRAVELEGENDCY, LLC.
MEMBERSHIP PLANS
Terms and Conditions

These Travelegency Membership Plans Terms and Conditions (herein referred to as the “Terms and Conditions” or this “Agreement”) are published and established by Travelegency (herein “Travelegency”, “we”, or “us”), and shall be controlling for all levels of Membership Plans offered by Travelegency.

These Terms and Conditions are designed to inform Members of the manner in which our Membership Plans operate and govern the ownership and use of a Membership Plan. Compliance with these Terms and Conditions by all Members is required, and any breach may cause your Membership to be suspended or canceled, so please read these Terms and Conditions carefully and ask us any questions you have about them before you agree to be bound by them.

DEFINITIONS

The following capitalized terms shall have these meanings assigned to them throughout the Terms and Conditions:

- a. "Member(s)" or "you" shall mean all individuals who purchase Membership Plans and who otherwise are current in connection with all monthly membership fee obligations, and any other sums of whatever nature which may be due.
- b. "Terms and Conditions" or this "Agreement" shall mean this document, along with all amendments and modifications hereto, and all other documents otherwise applicable to the manner in which Membership Plan Benefits may be enjoyed.
- c. "Membership Plan" shall mean the membership based service offered by "Travelegency", its partners, and any and all successor organizations or assignee organizations which may continue to convey Membership Plans Benefits to Members.
- d. "Membership Plans Benefits" include our Reward Points program as well as the purchase, or otherwise access to, tour bookings, resort and hotel accommodations, cruise line bookings, rental car bookings, flight bookings, activities, entertainment, and other travel or leisure services of whatever nature which Travelegency may offer to Members from time to time. Members recognize and understand that all such rights, benefits and accommodations are subject to periodic modification and adjustment at the discretion of Travelegency and its suppliers.
- e. "Reward Points" are redeemable for discounts on certain Membership Plans Benefits. They allow Members to buy down rates of particular tours and getaways. Reward Points

are provided to and earned by Members through the purchase of a Membership Plan and the payment of Monthly Dues.

- f. Travelegency provides Membership Plans Benefits to Members. All reservations and purchases of travel services by Members are handled directly by Travelegency through our booking engine.

MEMBERSHIP PLANS GOALS AND PURPOSES

The Membership Plans shall have as its goals and purposes:

1. Providing Membership Plans Benefits to Members at rates and charges which are intended to be less than those rates and charges which may otherwise be available to the general public (except for airfare rates which are set exclusively by the airlines).
2. Providing Reward Points to Members which they can use to buy down rates of particular tours and getaways.

ELIGIBILITY

The Membership Plans are available for purchase by individuals who are over the age of 18 who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions and may legally do so in their country or territory.

BOOKING RESERVATIONS

Members are required to wait a full 15 days from initial enrollment before booking travel with Travelegency. Members desiring to reserve Membership Plans Benefits should use Travelegency's exclusive booking engine accessible through our website: www.travelegency.com. Membership Plan Benefits are available on a first-requested, first-confirmed, space-available basis. **Bookings of Membership Plans Benefits are subject to each individual service provider's rules and restrictions, including: reservation lead-times, minimum stay policies, minimum age requirements, canceling policies, travel insurance and visa requirements, etc. It is your responsibility to ensure that you are able to comply with our suppliers' booking terms**, including any such restriction or requirements before booking, so it is important that you familiarize yourself with the pertinent conditions. We 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.

Generally speaking, the sooner a Member places a reservation request, the more likely it is that the Member will have his or her reservation request confirmed. Conversely, the later a Member waits to place a reservation request, the less likely it is that the Member will be confirmed into the accommodations or other service that have been requested. Travelegency

reserve the right to adopt additional rules and regulations that might be required in order to further the proper booking of Membership Plans Benefits.

MEMBERSHIP

All Members in good standing shall be entitled to access and utilize Membership Plans Benefits. Travelegency may establish from time to time different classes or categories of membership status that, for differing initiation fees, will entitle Members in differing membership classes or categories to differing Membership Plans Benefits and different amounts of Reward Points. The Membership Plans shall at all times keep and maintain proper records regarding those Members occupying those different classes or categories of membership status that might be established from time to time.

Membership may only be held in the name of an individual person; Travelegency does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities.

Membership Plans Benefits may be added, removed or substituted without notice based on availability and other factors. We will use commercially reasonable efforts to update pricing, availability, terms and conditions of use, cancellation and refund policies for Membership Plans Benefits offered on the Website.

A Member's rights to access Membership Plans Benefits can be suspended should the Member fail to pay any membership dues payable to Travelegency, or otherwise fail to abide by those procedures and policies that the Membership Plans may adopt from time to time. The Membership Plans shall deliver written notice of any event which might constitute membership termination to the Member's last known address or email address. Members shall have a ten (10) calendar day period to cure and remedy such events.

If you miss a Membership payment, your account will be considered inactive, and you will not be able to use our booking engine or access our site, except to reactivate your account. After 60 days of consecutive missed payments, your account will be closed.

It is your responsibility to choose which Membership Benefits you use, and that not electing to participate in all or any of the Benefits offered does not constitute a breach of this agreement. You further agree that, except in accordance with these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Membership Fee and Monthly Membership Dues as a result of your non-use of any of the Membership Benefits. Membership Benefits available may vary by level of Membership selected and may be varied and or replaced by alternative Benefits at any time at the discretion of Travelegency. A Member who has paid all Monthly Due may at any time choose to upgrade or downgrade their level of Membership in accordance with the applicable upgrade or downgrade terms and conditions in force at the date of upgrade or downgrade with effect from the next scheduled charging date.

Membership is personal to you as a Member, and you may not transfer, assign, change or otherwise dispose of any of your rights or obligations without the prior written consent of Travelegency.

REWARD POINTS

Traveler Membership

Members earn 20 Reward Points by registering with our Traveler Membership and 1 Reward Point for every dollar they spend on the ongoing Monthly Membership Dues.

Traveler Pro Membership

Members earn 50 Reward Points by registering with our Traveler Pro Membership and 1 Reward Point for every dollar they spend on the ongoing Monthly Membership Dues.

Reward Points have no redeemable dollar value and can only be used for buying down the rate of our perks advertised on our perks designated website.

Reward Points cannot be transferred to another account. Unused points for Active Members will rollover until used or expired. Reward Points expire in a revolving 24 months (ie. if they are not utilized within 24 months of being earned by a Member they expire).

Depending on the resort you chose for your trip, there may be a \$100 - \$500 refundable deposit required by the resort. Some resorts have daily resort fees that Members are responsible for. Once a destination is booked with Reward Points, there are no cancellations or refunds, so make sure you familiarize yourself with the relevant resort's terms and fees.

Trips bookings must be made 90 days apart from Member's last trip booking.

Reward Points may only be utilized by an ACTIVE Member (Member with Monthly Membership Dues up to date). If a Member does not have active status at the time of travel their travel will be canceled. If you are inactive, your account must be reactivated. Please be advised that in order to reactivate your account, you must pay back Monthly Membership Dues. You will still get the Reward Points for the month you pay to reactivate, and those Reward Points will be added to your previous balance. If Monthly Membership Dues are over 60 days past due, all Reward Points will be forfeited.

INITIAL MEMBERSHIP FEE

For and in consideration of Member's payment of "Initial Membership Fee" to Travelegency, Travelegency sells and grants to Member access to the Membership Plans, subject to and in accordance with the Terms and Conditions described herein.

Amount of Initial Membership Fee depends on the Membership Plan you select:

Traveler Membership Fee: \$195.00

Traveler Pro Membership Fee: \$595.00

If paying by credit or debit card you hereby certify that the credit or debit card or eWallet account used to make payment is held in your name or that you are an authorized user of the card or account. You hereby authorize Travelegency to charge your credit or debit card or eWallet accounts identified in your Application, or advised to Travelegency from time to time, with the Initial Membership Fee and the Monthly Membership Dues. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Membership Fee and the recurring Monthly Membership Dues until the Membership is canceled by notice in writing in accordance with these Terms and Conditions.

MONTHLY MEMBERSHIP DUES

All Members shall also pay Monthly Membership Dues for technology and service maintenance fees in order to maintain their access to Membership Plans Benefits. We reserve the right to increase Monthly Membership Dues from time to time within its discretion.

Monthly Membership Dues are payable on your 30 day due date.

Failure to pay Monthly Membership Dues will result in the loss of the Member's ability to access, use and enjoy the Membership Plans Benefits.

Amount of Monthly Membership Dues depend on the Membership Plan you select:

Traveler Monthly Membership Dues: \$50.00

Traveler Pro Monthly Membership Dues: \$150.00

PRICES AND PAYMENTS

Travelegency makes every effort possible to ensure the accuracy of both printed Membership Plans Benefit prices and those Membership Plans Benefits prices quoted by telephone; however, Travelegency reserve the right to make subsequent adjustments if a Membership Plan Benefit price was printed or quoted incorrectly or if the ultimate provider of such Membership Plan Benefit subsequently increases the price of same. Membership Plans Benefits prices exclude miscellaneous expenses such as telephone calls, food and beverage service, transfer taxes, etc. unless specifically described as included in the description of an offered Membership Plans Benefit.

MEMBERSHIP CANCELATION AND REFUNDS

Your Membership shall remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to Travelegency by email to compliance@travelegency.com, or (ii) terminated by Travelegency by sending in writing, notice of cancellation of your Membership to you by certified mail at the address held on file by Travelegency for you or by email to the email address held on file for you. (Notice to Travelegency must include your signature, printed name, address, and username). Your Membership will also be terminated with immediate effect if you stop payment of the Monthly Membership Dues or if any of the information provided by you on your Membership Application is found to be false, inaccurate or fraudulent.

Notice of cancellation must be received by Travelegency at least five (5) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than five (5) business days prior to the scheduled charging date, cancellation will become effective in the month following the month in which the notice of cancellation is received by Travelegency. Termination by either party shall terminate your use of Membership Benefits, including access to our booking engine, with effect from the next scheduled payment charging date. Monthly Membership Dues are nonrefundable.

ENROLLMENT REFUNDS

Anyone who purchases an Enrollment membership can receive a full refund within 14 days of the initial purchase. You must cancel your membership by sending a refund request for your Enrollment Membership within 14 days of the initial purchase. The refund request must be sent by email to compliance@travelegency.com within the 14-day timeframe. The day of your initial purchase counts as your first day of the 14-day refund policy. Partnership fees are non-refundable.

CONFIRMATION DOCUMENTS

Under no circumstances should a Member depart on travel before they have received confirmation documents. If not received prior to travel, Members must contact customer service in order to determine the status of confirmation documents.

LIMITATION OF LIABILITY

TRAVELEGENDCY OFFERS VARIOUS SERVICES PROVIDED BY THIRD PARTY SUPPLIERS. TRAVELEGENDCY RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVELEGENDCY DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY SUPPLIERS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

Travelegency assumes no liability or responsibility of whatever nature for any failure any transportation, accommodation, cruise or other service supplier's failure to perform their services or duties as contemplated by the Member or as otherwise represented or promised. IN NO EVENT SHALL TRAVELEGENDCY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF TRAVELEGENDCY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL TRAVELEGENDCY'S TOTAL AGGREGATE LIABILITY TO THE PARTICIPANT FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE PARTICIPANT FOR THEIR MEMBERSHIP UNDER THIS AGREEMENT.

No relationship between Travelegency and any third parties, including but not limited to travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of Travelegency, who post, publish, view, receive, or utilize information and/or materials on our website, shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of Travelegency, its subsidiaries, associated or affiliated entities.

DISCLAIMERS OF WARRANTIES

UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY TRAVELEGENDCY ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVELEGENDCY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH TRAVELEGENDCY. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

INDEMNIFICATION AND RELEASE

The Member hereby releases Travelegency from any liability, loss, expense, damages, or claims that may arise from the Member's use or attempted use of Membership Plans Benefits, regardless of whether such issues are caused by the Member's own negligence or recklessness, actions of a Service Supplier, or any other third party.

The Member explicitly waives any rights to pursue claims against any party that could have been enforced, thereby extinguishing any potential cause of action. It is understood that a

general release does not cover claims that the releasing party is unaware of at the time of signing, which, if known, could have significantly influenced their settlement with the other party.

Additionally, the Member agrees to indemnify, defend, and hold Travelegency harmless from any damages, losses, claims, liabilities, costs, and expenses, including reasonable attorney fees, that arise from any claims related to the use of Membership Plans Benefits or the Member's obligations under this Agreement.

AMENDMENTS

Travelegency reserves the right to amend these Terms and Conditions at any time and for any reason in order to insure the proper use and enjoyment of the Membership Plans by all Members.

NOTICES

Any notices required or permitted hereunder shall be given:

- a. If to Travelegency, via certified mail, return receipt requested, addressed to:

Travelegency, LLC
9380 SW 72 St Suite 230
Miami, FL 33173

Or via email to: info@travelegency.com

- b. If to Member, at the email or physical address provided by Member during the application process.

DISPUTES: MEDIATION AND BINDING ARBITRATION CLAUSE

Member and Travelegency shall attempt in good faith to resolve any dispute concerning, relating, or referring to the Membership Plans, our website, any literature or materials concerning Travelegency and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary good faith non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Miami-Dade County Florida, and shall last no more than two (2) business days.

If mediation is unsuccessful, any controversy or claim arising out of a Dispute shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in Miami-Dade County, Florida. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law or retired judge, who shall have expertise in business law transactions, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND TRAVELEGENDCY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in this Agreement shall prevent Travelegency from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Travelegency's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

GOVERNING LAW, JURISDICTION, AND VENUE

These Terms and Conditions and the relationship between Member and Travelegency will be governed by the laws of the State of Florida without regard to its conflict of law provisions. Member and Travelegency agree to submit to the personal jurisdiction of the federal and/or state courts (as appropriate) located in Miami-Dade County, Florida with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. Member and Travelegency agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Miami-Dade County, Florida and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court.

ATTORNEY'S FEES, COSTS, AND EXPENSES OF SUIT

If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to settle a Dispute or otherwise enforce, interpret or construe the provisions of these Terms and Conditions, Travelegency's website or any literature or materials concerning Travelegency, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

SEVERABILITY AND SURVIVABILITY

If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Member and Travelegency agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

WAIVER, ETC.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Member and Travelegency do not guarantee they will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both parties.

COUNTERPARTS

This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

ACCEPTANCE OF TERMS AND CONDITION

You acknowledge that you have read these Terms and Conditions and have accepted the same by checking the "I Agree to the Terms & Conditions" box and electronically initialing this document. This electronic acceptance will be legally binding upon you.

Last Updated: 8/16/2024

Copyright 2024 Travelegency. All rights reserved.

