

# **TripValet SUBSCRIPTION AGREEMENT**

## **TERMS AND CONDITIONS**

1) The undersigned hereby represents, warrants, covenants and agrees with TripValet Subscription as follows:

The undersigned Subscriber is of legal age in the state in which they reside;

Subscriber has no obligations to or relationships with other parties that would prevent Subscriber from carrying out the duties under the Agreement;

Subscriber has the power and authority to execute, deliver and perform the Agreement;

All information and materials submitted to TripValet are true and correct;

International Residents agree to provide valid and true information including but not limited to identity, address, etc. with a valid citizens ID #, Passport #, or Drivers License #;

International Residents agree to provide, upon request, a U.S. IRS W-8 BEN form which will be kept on file to claim tax treaty status for payment of commissions, whereby not requiring U.S. tax withholding.

2) Subscriber's execution and performance of the Agreement does not and will violate the legal or contractual rights of any third party.

3) The Agreement shall be binding upon the parties and their respective heirs and permitted successors and assigns.

4) Subscriber hereby acknowledges and agrees that in no event will TripValet or any of its affiliate companies be liable under these Terms or any theory of liability, for any indirect, special, consequential, incidental, punitive or similar damages, even if TripValet has been advised of the possibility thereof.

5) The Agreement signed and transmitted electronically by agreeing, if so, is intended by Subscriber to and will be treated as an original document with original signatures and considered to have the same binding effect as an original document with original signatures.

6) Subscriber agrees that upon breach of the Agreement TripValet will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Subscriber agrees that the remedy at law for any breach of any provision of the Agreement shall be inadequate and that, in addition to any other remedies at law or in equity that it may have, Subscriber shall be entitled, without the necessity of proving actual damages or posting bond, to temporary or permanent injunctive relief to prevent the breach of any provision of the Agreement, and/or to compel specific performance of the Agreement.

7) Subscriber agrees to indemnify and hold harmless TripValet, its parents, subsidiaries and affiliates, and their shareholders, officers, agents, employees and directors, from and against any and all claims, demands, liabilities, losses, damages, costs or expenses, including but not limited to, court costs and attorneys fees, asserted against, or suffered or incurred by, any of them by reason of, arising out of, resulting from or in any way connected with, directly or indirectly, Subscriber's (1) activities as an Subscriber, including without limitation, any unauthorized representations made by Subscriber or any errors or omissions made by SUBSCRIBERS in connection with SUBSCRIBER's business, (2) breach of the

terms of the Agreement or (3) violation of or failure to comply with any applicable federal, state or local law or regulation, whether or not litigation is commenced. TripValet shall have the right to offset any amounts owed to SUBSCRIBER hereunder against the amount of any commissions, bonuses or other amounts owed to SUBSCRIBER from TripValet. Subscriber shall be entitled to its costs and expenses, including reasonable attorneys fees, in enforcing its rights under the Agreement.

8) Travel Services/Reservations- All reservations are (i) satisfied on a first come, first serve, space availability basis and (ii) must be reserved either on-line through YOUR TripValet Subscription account or by calling the Reservation Center. Subscribers are advised to be flexible in their travel plans in order to obtain desired reservations and to make condominium reservation requests at least ninety (90) days in advance of the desired travel date; provided, however, last minute reservations may be available by selecting from the available inventory listed on the Subscription website. Subscriber acknowledges that requests for holiday periods and/or for three (3) bedroom condominium units may be more difficult to fulfill and are often more expensive. Condominium unit rental rates are based on availability and will vary based on resort, season, and unit size. Subscriber must present a valid credit card number in order to pay for and confirm travel or other services. Reservations do not include and Subscribers are responsible for paying all applicable fees at the time of making the reservation, including the reservation fee, transportation, food, liquor, applicable taxes, tips, port charges, telephone calls, or other resort specific charges (e.g. cleaning fees, energy surcharges, foreign country exit fees, or amenities fees) and other fees and/or charges as may be imposed by the various providers of travel and other related products and services, or other items of a personal nature, all of which are the sole responsibility of Subscriber, unless specifically included in the reservation or as a Subscription benefit.

9) Personal Use Only- Accommodations obtained pursuant to a reservation shall be used by Subscriber only for vacation and leisure purposes and shall not be used as a principal residence or for the operation of any business. Only Subscriber, and their permitted guests and invitees shall occupy such accommodations or otherwise avail themselves of the benefits associated with the Subscription. Subscribers shall abide by and adhere to all rules and regulations established by the provider in connection with the occupancy of accommodations and use of related facilities, including accommodation occupancy limits. Subscribers shall be personally responsible for any damage to the accommodation(s) and facilities occurring during their occupancy and use.

10) Travel Reservations- All confirmed reservations are subject to the cancellation terms in effect at the time of booking. TripValet will provide Subscribers with a confirmation via electronic mail showing reservation details. The person named on the confirmation must be present in order to check-in and obtain the reserved accommodations.

11) Third Party Vendors, Providers and Suppliers- Subscriber acknowledges and agrees that TripValet may contract with third party vendors, providers, and suppliers to provide any or all Subscription Benefits available to Subscriber in connection with the Subscription. In all instances, TripValet is acting as a separate entity from those third party suppliers and no supplier is an agent or employee of TripValet or their affiliate providers. Neither TripValet nor their provider accepts any liability for any actions or omissions of any third party supplier providing any Subscription Benefits. All coupons, receipts, and tickets are issued subject to the terms and conditions specified by each of the various suppliers. TripValet reserves the right, in its sole discretion, to add, remove or substitute any such third

party vendors, providers or suppliers. Subscriber acknowledges and agrees that he/she has not purchased the Subscription in reliance on the existence of any specific vendors, providers or suppliers.

12) The Agreement constitutes the entire agreement between Subscriber and TripValet, supersedes all prior agreements and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both parties.

13) An individual's continued participation in the TripValet subscription constitutes acceptance of and adherence to this Agreement as published and amended

TripValet with jurisdiction and venue as provided by Louisiana law, and a Montana resident may cancel within 15 days from the date of enrollment and may receive a full refund of all amounts paid to TripValet.

15) Refund/Cancellation Policy- Subscriber can cancel within 30 business days for full refund. All subsequent fees are nonrefundable. The digital nature of the services and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

16) Renewal- If the yearly option was chosen the subscriber agrees to pay monthly renewal fee of \$97 or \$297 each year. Non-payment will result in a Suspended status until such time payment is collected or the payment is declined on subsequent attempts 10 days and 40 days after the initial decline. An account is defined as Cancelled after this grace period of 40 days.

SIGNATURE ELECTRONICALLY, INDICATES SUBSCRIBER HAS READ, UNDERSTANDS AND AGREES TO ALL CURRENT (16) SECTIONS OF THE TripValet SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

For any questions or comments email to [support@tripvalet.com](mailto:support@tripvalet.com) or mail to:

TripValet  
Attn: Support  
2905 Lake East Drive Suite 150  
Las Vegas NV 89117

These Terms and Conditions were agreed to during your enrollment.

#### REFUNDS AND INVENTORY RETURNS SATISFACTION GUARANTEE

TripValet offers a 7-day satisfaction guarantee on all initial subscription fees paid to the company. All subsequent fees are nonrefundable. The digital nature of the services and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

#### RETURNS FOR RESIDENTS OF CERTAIN STATES AND PUERTO RICO

The following only applies to customers who are residents of Puerto Rico, Georgia, Louisiana, Maryland, Massachusetts, Wyoming and any other state that may require the following:

A customer has a right to cancel at any time, regardless of reason. Cancellation can be submitted in writing and by email to the Company, [support@tripvalet.com](mailto:support@tripvalet.com).

**MONTANA RESIDENTS:** A Montana resident may cancel his or her subscription within seven (7) days from the date of purchase, and request a full refund within such time period.