

PLOY Trip Planner Agreement

Revised November 7, 2017

This Agreement sets forth the terms and conditions between Ploy Trip, LLC. (herein referred to as 'PLOY') and users who set up a planner profile and create planning services offered for sale on the PLOYTRIP.com website (website herein referred to as "Site", users herein referred to as 'Planner' or 'You'). This Agreement explains the relationship between You and PLOY, how You set up your profile, create planning services for sale and receive the money owed to You by PLOY. This agreement specifically limits our liability.

You must read this Agreement before using the Site, creating a profile and setting up tours and travel services for sale on PLOY. Use of the Site constitutes an agreement to all terms and conditions in this Agreement and You warrant that You understand, agree to and accept all terms and conditions contained here.

1. General

PLOY connects You with travelers who are seeking to obtain trip planning services. We do this through our website, PLOYTRIP.com ("Site"), which is a communications and payment processing system for enabling this connection. As well as maintaining the website, PLOY handles customer service through telephone and email, markets the website through various means including search engine optimization, pay per click programs, public relations and advertising. Depending upon the transaction processing model You select, we may collect money on your behalf and remit it to You in a timely fashion.

You understand that You are an independent contractor and are not an employee of PLOY. Further, You agree that the travelers who we connect with You are the customers of PLOY and You will use your best efforts to ensure that any sales resulting from such customers are processed through the PLOY website, or such other means as we mutually agree.

You acknowledge that communication between You and our customers must be made on PLOY platform and may be monitored by PLOY for quality control and training. We reserve the right to edit the messages You send to customers. If we do so, we will inform You of any changes made.

You represent and warrant to PLOY that You are aware of and are in compliance with any licensing and legal restrictions that may be placed on the delivery by You of any tours or travel related services.

You further acknowledge and agree that You shall be solely responsible for the supply of any knowledge required for a particular services provided by You pursuant to the terms of this Agreement, and that You shall ensure, prior to the commencement of any such services, that such knowledge and information is accurate.

This "Planner Agreement" should be read in conjunction with the "Planner Business Principles", "Planner Guide" and the "Customer Terms and Conditions", which applies to registered all PLOY users. A copy of these are posted on the Site.

2. Acceptance as a Planner

Any individual or company who is able to enter into a legally binding and enforceable contract may apply to become a PLOY Planner. Upon application through the Site and partner recruiting site, PLOY will begin the acceptance process. Details of this process are posted on the Site and may include telephone interviews, submission of documents, checking of references and completion of training and examination.

PLOY may make use of a third-party verification service in order to perform background checks. These services may verify information such as name, address, social security number, and criminal background.

The success of the PLOY concept is based on the quality of the experience that You as a Planner deliver. Therefore we are highly selective in the people we choose to work with.

PLOY only accepts local planners, meaning our Planners' residential address should be the same location that they are applying for, and our Planners are only permitted to take orders for such locations.

We are committed to the success of our Planners. Therefore, we may not accept additional Planners in a particular area if we feel that the demand is satisfied by existing Planners. Acceptance as a Planner is at the sole discretion of PLOY and we reserve the right to refuse anyone for any reason.

We reserve the right to remove You as a Planner if we believe there are misconduct of the "Planner Business Principles" and this agreement demonstrated by you.

3. Acceptance of "Planner Business Principles" and "Planner Guide"

You agree to abide by the PLOY "Planner Guide" and "Planner Business Principles". A copy of these rules can be found in your Planner Guide.

4. Acceptance of "Customer Terms and Conditions"

You have read the PLOY "Customer Terms and Conditions" and understand that these terms and conditions govern your relationship with our customers. A copy of these terms and conditions can be found in a link from the home page of PLOY.com.

5. Use of Site and Services

PLOY connects You with travelers who are seeking trip planning services. We do this through our website, PLOY.com ("Site"), which is a communications and payment processing system for enabling this connection. You are required to make your best effort to respond to your

customers and PLOY administrators within 48 hours.

Upon our acceptance of You as a Planner, You may use the Site to create a profile of yourself, set up description for You and post a listing to make You available for planning.

Upon our acceptance of You as a Planner, an instruction to Plan360 site is given. Plan360 is an and only platform for all Planners to perform planning and emailing to their customers. Using a different mean of planning platform is a violation of Planner agreement. All plans are subject to be reviewed by PLOY.

Once planning via Plan360 is complete and approved by customers, we will then begin collecting bookings and appropriate payments on your behalf.

You are responsible for providing accurate trip detail and plan the trip with your best effort, PLOY reserves the right to reject a plan for further amendment.

You agree to input and modify any missing attraction information, plan details, destination information/template as part of the planning process, with no expectation of monetary rewards.

You understand the strict timeline of an initial draft delivery within 3 days of accepting the request, and a maximum of 15 days is allowed to complete the transaction. Failure to delivery will result in full refund to the customer and potential prohibition from using the Site. You have also read and agreed to the cancellation policy.

6. Information Provided by You

You are responsible for providing accurate, timely and complete information to us in connection with your use of the Site. PLOY is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided to us by You. PLOY will only use your information in accordance with our Privacy Policy.

PLOY will use its best efforts to ensure the privacy of all other personal information, however we expressly disclaim any liability for any damage that may result should any information be released to any third parties. You hereby agree to hold PLOY harmless for any damages that may result.

7. Grant of Limited License

By posting content to the PLOY Site, You:

a) grant PLOY and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for the purpose of selling and marketing PLOY or your tour offerings; and

b) warrant and represent that You own or otherwise control all of the rights to the content and

that use of your content by PLOY does not violate the rights of any third party.

c) in the event that content you upload to your PLOY website violates the rights of a third party, you agree to indemnify us against any losses and liabilities that may result from the action of such third party against PLOY.

8. Transactions

Travelers seek the services of Planners through the use of the Site. Planners may opt to have PLOY collect the entire fee due for the services of the Planners through our credit card payments system.

PLOY will process refunds or credits for our errors or other extenuating circumstance.

9. PLOY Fee

In order to compensate PLOY for its services, PLOY charges a percentage of the cost of the transaction. This percentage is shown when You post a listing.

10. Refunds

Travelers may request a refund of the amount paid for a service as set out in the "PLOY Customer Terms and Conditions" and "Cancellation Policy". In the event that a refund is made, only the amount actually received by PLOY (if any), less our booking fee will be paid.

11. Payments to You

PLOY collects the entire amount paid for the services You provide, we will pay You, for all funds actually received by us, less our fee, subject to any deductions for amounts withheld pursuant to section 10 above.

Upon the completion of the plan, You will get paid under below circumstances:

- the transaction is manually marked as completed by the Traveler
- the transaction is automatically marked as completed after 90 days
- if the transaction was a booking, the transaction is automatically marked as completed two days after the end date
- 90 days have passed since the transaction request was accepted by the Planner

Payments are made directly to your banking account set up in your profile, You may request a change in payment method, from those currently available.

12. Privacy

PLOY is committed to ensuring the privacy of the information You give us. Our Privacy Statement is located on the PLOY Site.

13. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT THE YOUR SOLE RISK. PLOY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY

WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability and Remedies

Under no circumstances will PLOY be liable to You for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement. Furthermore, the TOTAL liability of PLOY arising with respect to this Agreement and the Site will not exceed the total amounts collected by us and not yet paid to You under this Agreement. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to You insofar as they relate to implied warranties.

THE MAXIMUM TOTAL LIABILITY OF PLOY UNDER ANY CONTRACTUAL, NEGLIGENCE, STRICT LIABILITY, OR OTHER REASON WILL BE LIMITED TO THE GREATER OF (I) \$1,000 OR (II) THE PAYMENTS WE HAVE RECEIVED ON YOUR BEHALF AND ARE UNPAID TO YOU.

15. Indemnification

Upon a request by PLOY, You agree to defend, indemnify, and hold harmless PLOY and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. You also agree to defend and hold PLOY and other affiliated companies, including all of the respective directors, officers, employees, managers, members, agents, independent contractors and stockholders of any of the foregoing, harmless from and against losses, claims, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs and related expenses) (collectively, "Losses") incurred by You as a result of any act or omission by (including the breach of or any untruth or inaccuracy in any representation or warranty) you're your simple or gross negligence of willful misconduct.

PLOY reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with PLOY in asserting any available defenses.

16. Modification of the Terms of this Agreement

PLOY reserves the right to make changes to this Agreement from time to time. PLOY shall provide notice to You of any substantive and/or material changes to this Agreement or any policies posted on the Site. Such notice shall be by email and posting on the Site.

17. Term of Agreement

This Agreement will become effective immediately your use of the Site and shall remain

effective unless terminated by either party as provided hereunder. Either party may terminate this Agreement by providing the other with written or email notice of such termination which shall be effective immediately upon delivery of such notice to the other party. Furthermore, PLOY may terminate this Agreement immediately for any breach of this Agreement, the "Planner Rules of Conduct" or any applicable policy of PLOY as posted on the Site from time to time. In the event of termination or expiration, the following sections shall survive: Term of Agreement; Ownership; Disclaimer; Limitation of Liability; Notice; and General Provisions.

Should You violate the terms of this Agreement, PLOY reserves the right to terminate your use of this Site immediately at its sole discretion.

18. Legal Claims

For all disputes between PLOY and You relating to the Site, this Agreement, transactions facilitated or conducted through the Site, tours and travel services ordered or purchased through the Site, dealings between You and PLOY, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before a court of competent jurisdiction.

If You initiate a Dispute against PLOY, then the Dispute must be commenced through the courts of the state of New York, and You hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the state of New York, in respect of such Disputes. Proceedings regarding a Dispute You initiate must be commenced in courts of the state of New York within six (6) months after the Dispute arose. Any shorter time limit provided by statute or other law remains unaffected.

19. General Provisions

Failure by PLOY to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the state of New York.

These Terms of Use constitute the entire agreement between You and PLOY with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of PLOY, its successors and assigns.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.