

## **TRAVEL SERVICE AGREEMENT**

**THIS TRAVEL SERVICE AGREEMENT** (this “Agreement”) is made and entered into as of TODAY (the “Effective Date”), by and between PLOY Travelers (the “Customer” or “You”), and PLOY Planners (“Planner”), with transactions occurring on PLOYTRIP.com, private owned by Ploy Trip, LLC, a New York Limited Liability Company (“PLOY”).

### **RECITALS**

**WHEREAS**, the Customer desires to retain Planner to provide travel and events planning services to the Customer, and Planner desires to provide such services to the Customer, all subject to the terms and conditions set forth herein; and

**WHEREAS**, the Customer and Planner desire to set forth in writing the terms and conditions of their agreements and understandings related to the foregoing.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

**Services.** From time to time upon the request of the Customer, Planner shall, to the Customer’s satisfaction, perform according to such specifications and arrangements provided by the customer’s online description of services (collectively, the “Services”). Planner agrees to render the Services to the Customer in accordance with the terms of this Agreement and the specified services.

**Planning Process.** In the performance of the Services hereunder, Planner shall provide comprehensive trip planning services in accordance with the details provided by Customer. Planner shall perform its services in accordance with the following steps:

Customer shall contact interested Planner regarding the desired travel services and provide initial details.

Customer shall request Planner to provide the planning service and be financially responsible for the service and all travel plans related for Customer, including any third party that Customer lists as a travel companion of Customer.

Customer shall provide initial details of the desired travel services including the number of travelers, age, names, citizenship, dates of travel, desired destinations, activities of interest, travel comfort level, meal restrictions, and other specified details of travel (“Travel Specifications”) to Planner for initial review.

Should the Planner accept the request, Planner shall start planning the trip and confirm the accuracy of the Travel Specifications.

All transactions are processed via third party processing company, and are held by PLOY until transaction is completed or approved by Customer to be released.

Planner shall create a detailed travel itinerary showing all requested travel arrangements including transportation, entertainment, tours, meals pursuant to the Travel Specifications (“Preliminary Itinerary”).

Planner shall submit the travel plan for approval by PLOY, once approved, Planner shall email the plan to Customer for amendments or confirmation.

Customer shall review and make final confirmation of the itinerary (“Confirmed Itinerary”), mark order complete and release the payment to Planner.

Planner and Customer shall exchange reviews and comments on PLOYTRIP.com to complete the transaction.

**Agency of Planner.** Planner is acting as an agent for PLOY, in the performance of this and Planner Agreement. It is expressly understood and agreed that Planner is an independent contractor of PLOY in all manners and respects and that Planner shall not indicate or imply to any person or entity that Planner relationship with the PLOY is anything other than that of an independent contractor. The parties hereto further agree that:

Planner is authorized to make all specified travel arrangements for Customer and authorized to bind the Customer to any liability or obligation relating to the making of travel arrangements as outlined in Section 2.

Planner shall obtain and maintain at all times during the term of this Agreement (at Planner’s own cost) any required licenses, insurance or other protection required for the performance of the Services under this Agreement.

Customer shall be solely and exclusively responsible and liable for all expenses, costs, liabilities, assessments, taxes, maintenance, insurance, undertakings and other obligations incurred by Planner and PLOY on behalf of Customer at any time and for any reason as a result of this Agreement or the performance of Services by Planner and PLOY (including, but not limited to, the taxes and insurance).

Planner shall complete the Services required under this Agreement according to Planner’s own means and methods of work which shall be in the exclusive charge and control of Planner and which shall not be subject to the control or supervision of the Customer, except as to the results of the work.

Customer shall always involve PLOY Customer Service regarding any disputation or disagreement of Planner, PLOY shall step in and deal with either parties as needed.

**Confidentiality.** Planner and PLOY acknowledges that the Services to be rendered by Planner require access to Customer’s and or its Travel Companions personal information and confidential travel arrangements. Accordingly, Planner and PLOY covenants and agrees as follows:

**Definitions.** For purposes of this Agreement:

“**Travel Companion**” shall mean any individual that is identified by Customer as a traveler for which Planner is providing services.

“Confidential Information” shall include any non-public information relating to the Customer or any of its Travel Companions (regardless of the form, and including without limitation any information acquired, directly or indirectly, from any person or entity owing a duty of confidentiality to the Customer or any of its Travel Companions), including without limitation information regarding (i) personal information including the name, address, billing information, identification details or (ii) any travel arrangements, costs and details. Notwithstanding the foregoing, Confidential Information shall exclude any information that (i) is or becomes generally available to the public other than as a result of disclosure by or on behalf of Planner and PLOY in violation of this Agreement or (ii) PLOY is required to disclose by law or by any directive of a governmental agency.

“Representatives” means the members, managers, stockholders, directors, officers, employees, agents and independent contractors of PLOY, to the extent that such members, managers, stockholders, directors, officers, employees, agents and independent contractors has a need to know the Confidential Information in connection with Planner and PLOY performance of the Services hereunder.

Non-Disclosure. Planner and PLOY shall not, either directly or indirectly, disclose to any person or entity other than its Representatives, or in any way use for the benefit of any person or entity other than the Customer and its Travel Companions, any Confidential Information, all of which, in any form, and copies and extracts thereof, are and shall remain the sole and exclusive property of the Customer or its Travel Companions (as applicable).

Compelled Disclosure of Confidential Information. If PLOY becomes legally compelled (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, PLOY shall provide the Customer with prompt written notice prior to such disclosure so that the Customer may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such a protective order or other remedy is not obtained, or if the Customer waives compliance with the provisions hereof, PLOY agrees to disclose only that portion of the Confidential Information that PLOY is legally required to disclose.

Indemnification. Customer hereby indemnifies and agrees to defend and hold the Customer and its Travel Companions, successors and assigns and 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 the PLOY and Planner as a result of any act or omission by (including the breach of or any untruth or inaccuracy in any representation or warranty made by Customer or Travel Companions herein), or Customer’s and/or its Travel Companion’s simple or gross negligence or willful misconduct.

Representations and Warranties of Customer. Customer represents and warrants that:

Customer is at least 18 years of age;

Customer possess the legal authority to create a binding legal obligation;

Customer will make only legitimate reservations for Customer or its Travel Companions for whom Customer is legally authorized to act;

Customer will inform all Travel Companions about the Terms of this Agreement that apply to the Travel Specifications you have made on their behalf, including all rules and restrictions applicable thereto; and

Customer understands and has caused its Travel Companions to understand that all agreements for travel between any service providers including transportation providers, hotel and accommodation providers, restaurants and food service providers, entertainment and tour providers ("Service Provider(s)") shall be between Customer (and its Travel Companions) on the one hand and the Service Provider(s) on the other hand. Customer and its Travel Companions agree to be bound by the terms and conditions of sale of all Service Providers and shall indemnify and hold PLOY harmless for any liability relating to the agreements between Customer, its Travel Companions and related Service Providers; and

all information supplied by Customer on this Website is true, accurate, current and complete.

### **Miscellaneous.**

This Agreement together with all exhibits hereto contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement and the exhibits hereto may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

Unless explicitly stated otherwise, all controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall resolved by the state and federal courts located in Monroe County, New York, U.S.A. Customer hereby: (i) submits to the jurisdiction of any federal and/or of any state court located in Monroe County, New York, U.S.A., for the purposes of all legal proceedings arising out of or relating to this Agreement or any other dispute between PLOY and the Customer; and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the jurisdiction or venue of any such proceeding which is brought in such a court. Notwithstanding anything herein to the contrary, nothing herein shall limit the right of the Customer to bring proceedings against PLOY in the courts of any other jurisdiction. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES.

PLOY may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the Customer, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

This Agreement may be executed by electronic signature, in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, and may be delivered to the other parties hereto by electronic mail.

If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

This Agreement shall not be construed more strongly against either party hereto regardless of which party is responsible for its preparation.

Upon the reasonable request of the other party, each party hereto agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

Each of the parties hereto agrees to keep the existence of this Agreement, its terms and the fact that the parties hereto have entered into a business relationship pursuant hereto confidential, except as may be required by law or compulsory process, or, in connection with any request or requirement of any governmental or regulatory agency in any formal or informal administrative or regulatory investigation or proceeding.

Notwithstanding any expiration or termination of this Agreement, the provisions of this Agreement relating to Confidential Information, ownership of Work Product, Indemnification and Notice to Parties shall survive and remain in full force and effect, as shall any other provision hereof that, by its terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement.