

# MEMBERSHIP AGREEMENT



# **UCCASH Tourism Membership Terms and Conditions**

**These Terms and Conditions set out the basis on which a Member may participate in the UCCASH Tourism Independent Distributor program, and govern the use of their Membership:**

## **I. DEFINITIONS**

The following terms, when used herein, shall have the following meanings:

**“Travel Points”:** means credits given to Members for the sole purpose of applying them to the purchase of a product or service offered by UCCASH Tourism. The use of Travel Points are subject to the terms and conditions contained herein. Travel Points are not a currency and have no cash value. Travel Points are not an investment. UCCASH Tourism is not a bank, depository or financial company of any type. Travel Points cannot be redeemed for cash under any circumstances. Credits can only be used to book Travel or hotel/resort stays on the UCCASH Tourism Website. These credits are dependent on several factors, including UCCASH Tourism’ ability to negotiate favorable terms with the Traveling, hotels and resorts and booking providers, as well as UCCASH Tourism’ ability to maintain relationships with banking and finance entities that assist UCCASH Tourism to collect and make payments related to the Membership and benefits of the same.

**“1 for 1.1 Travel Points”:** means Travel Points that you receive in the amount of 1 Travel Point for 1 Dollar of value either through payment made for your Membership, or according to various promotions that UCCASH Tourism may implement from time to time.

**“Available Travel Points”:** means the number of Travel Points that are available for you to use to reduce the cost of booking a Traveling or hotel/resort stay you book through the UCCASH Tourism Website. Available Travel Point balances that exist in your 1 for 1 Travel Points account can be used together with Available Reward Point balances that exist in your 1 for 1 Travel Points account to pay for any reservation.

**“Benefits”:** means access to the various special products and services made available to Members, which Benefits shall be as published on the UCCASH Tourism Website. Benefits may vary.

**“Travel”:** means any Travel you can book directly on our Website using Travel Points as per our guidelines contained in Paragraph 7.

**“Affiliate”:** means a third party with whom UCCASH Tourism has entered a contract wherein the third party provides Benefits to Members of the closed-user group program operated by UCCASH Tourism.

**The Company may process and accept your payment(s) via one or more entities as shown here: [https://www.uccashtourism.com/payment\\_terms](https://www.uccashtourism.com/payment_terms), and regardless of how your payment was processed, your contractual relationship is with “UCCASH TOURISM PRIVATE LIMITED”**

**“Member” or “You”:** means a person who has been accepted by UCCASH Tourism as a Member by registering as such on the UCCASH Tourism website and is subject to this Agreement. A person immediately ceases to be a Member if they terminate their Membership or if UCCASH Tourism terminates this Agreement pursuant to its terms.

**“Distributorship”:** means participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by UCCASH Tourism through the Distributorship program, including the Travel Points program as described below.

**“Distributorship Application”:** means this online Application Form that Members are required to fill out prior to being accepted by UCCASH Tourism as a Member.

**“Monthly Savings”:** means the 50\$ payment that is required of all new Members in their monthly Saving in order to activate their Membership. It is also the 50\$ payment required to be paid every month their account. A Member will receive 55 TP, 1 for 1.1 Travel Points for payment of the 50\$ Monthly Savings.

**“Monthly Savings Payment”:** means the monthly payment made by a Member to start and maintain Membership in the program.

**“Website”:** means UCCASH Tourism Website, [www.uccashTourism.com](http://www.uccashTourism.com) or subdomains of that Website and any other websites, including subdomains through which UCCASH Tourism may offer access to program Benefits from time to time.

## **II. MEMBERSHIP TERMS**

- 1. To become a Member of the program you must be 18 years of age.**
- 2. UCCASH Tourism may refuse to accept any Membership Application at its sole discretion.**
- 3. Membership in the program becomes effective only when the Membership Application is accepted by UCCASH Tourism, and upon your first visit to the Website, you agree to be bound by the Terms and Conditions of the Membership. Continued Membership is at all times after acceptance, conditional. Your Membership and benefits of the Membership can be canceled at any time at the sole discretion of UCCASH Tourism.**
- 4. To book a Travel or hotel/resort stay offered through your UCCASH Tourism Membership, You must also be one of the passengers or guests booked in the Travel or hotel/resort room where Travel Points are used to book the Travel or hotel or resort stay. Separate booking conditions of individual Traveling or hotels and resorts may apply. Please read all the terms and conditions of these UCCASH Tourism and hotels and resorts.**

**5. Monthly Saving Payment.** If paying by credit or debit card and Crypto-currency, e-Wallet. You hereby authorize UCCASH Tourism to charge your Payment Methods identified in your Application, or advised to UCCASH Tourism from time to time, with the Monthly Membership Payment . You agree to submit to any payment verification protocols that are requested by UCCASH Tourism in order to verify your payment. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Total Saving Payment and the recurring Monthly Membership Payment until the Membership is canceled by notice in writing in accordance with these Terms and Conditions.

**6. Refunds and Disputes.** only members can use TP for tour Booking it's not do withdraw money , if eligible, can request a refund of the Activation Fee and/or the Membership Payment based on the refund rules of your country and/or state of residency. By requesting a refund you are agreeing to a full cancellation of your account, thus forfeiting any available Travel Points. In the event that your account is closed due to a refund request, only those payments that are eligible will be refunded and the account will be permanently closed. In the event that a dispute and/or chargeback is brought forth in relation to any Membership payment, the entire account will be canceled and permanently closed, thus forfeiting any available Travel Points, and only eligible payments refunded. Payments eligible for a refund are those payments made within seven (7) days prior to a refund request. Any payments made prior to this seven (7) day period will not be eligible for a refund. A charge against any applicable refund will be made for any chargeback fees incurred by UCCASH Tourism.

**7. Reward Points Program.** All Members will have one Travel Points accounts: a 1 for 1.1 Travel Points account. For every ONE dollar in paid Monthly Membership Payments, the Member is given 1.1 Travel Points. The Reward Points can be applied to book any of the available Travel or hotels and resorts on our website 30days after activation or reactivation of the Membership. Travel Points are not transferable. Travel Points can only be used by the Member on a Travel they are a passenger of, or a hotel/resort where they will be staying, and for which the Travel Points were used to book they are traveling or staying in.

From time to time, UCCASH Tourism may offer a promotion or other program whereby 1 for 1.1 Travel Points are given to a Member under certain conditions for a limited time. The conditions and time period will be explained in UCCASH Tourism marketing and promotion materials or on the UCCASH Tourism website.

If a Member misses a Membership payment for consecutive months, don't worry When booking a Travel, You must use either the 1 for 1.1 Travel Points balance. Use of Travel Points is subject to the additional conditions as described below:

- a) Land vacation and hotel/resort stays must be booked through our Website and Travel Points can only be used for Traveling or hotel/resort room fees quoted and confirmed at booking, including all charges and applicable government taxes and fees.
- b) Travel Points may be used to pay for flights, after a confirmed booking, travel insurance, processing fees, cancellation fees, name change fees or fees of any kind related to the Travel or hotel/resort stay, pre-paid gratuities, tours and excursions, specialty meals and beverage packages and/or personal expenditures once onboard (including medical expenses and/or gratuities).
- c) Members can book any Travel or hotel/resort stay available on our Website and we will automatically use their available Travel Points to reduce the cost of the booking.
- d) UCCASH Tourism Members may use 100% of their Travel Points balance to pay for a Travel or hotel/resort stay up to an amount that will be assigned by UCCASH Tourism for each booking.
- e) The amount of Travel Points that may be used for each booking is the decision of UCCASH Tourism.

f) UCCASH Tourism Members must be active paying Members through the entire booking and embarkation process where 1 for 1.1 Travel Points are used. Once a booking is confirmed, the Member must remain as an active paying Member at least through the embarkation process of the Travel for which 1 for 1.1 Travel Points were used to book the Travel.

g) Members with only 1 for 1.1 Travel Points may book Travel, as well as hotels and resorts using those Travel Points in an amount that is determined by UCCASH Tourism and displayed in the UCCASH Tourism booking engine for each booking.

**8) ALL TOUR BOOKING AND HOTEL/RESORT STAY SALES ARE FINAL. REFUNDS AND NAME CHANGES ARE NOT ALLOWED.**

**9. Expiration of Travel Points.** Travel Points do not expire, subject to the 1 for 1.1 status of an inactive account Travel Points balance.

**10. Travel Pricing.** Travel Prices are typically quoted per person double occupancy.

**11. Cancellation of Membership.** Your Membership shall remain in effect at our sole discretion and can be (i) terminated by you by sending, in writing, a notice of cancellation of your Membership to:

**TO CONTACT:**

**UCCASH TOURISM PRIVATE LIMITED**  
No-1, 1st floor, Selvam Complex, Tharamangalam,  
Omalur TK, Salem DT, Tamilnadu, India-636502

or by opening an online support ticket at <https://www.uccashtourism.com/support>; (ii)terminated by UCCASH Tourism by sending in writing, a notice of cancellation of your Membership to you by certified mail at the address held on file by UCCASH Tourism for you, or by email to the email address held on file for you at the date of the notice. (Notice to UCCASH Tourism must include your signature, printed name, address, and Member Identification Number.) Your Membership will also be terminated with immediate effect if any of the information provided by you on your Application is found to be false, inaccurate or fraudulent. Notice of cancellation must be received by UCCASH Tourism at least seven (7) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than seven (7) 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 UCCASH Tourism. Termination by either party shall terminate your use of the Benefits of Membership and access to the Website with effect from the next scheduled payment charging date. You may cancel your Membership without penalty or obligation, within 7 days from the date of your Membership Application.

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND TO:**

**By Contact:**

**UCCASH TOURISM PRIVATE LIMITED,  
No-1, 1st floor, Selvam Complex, Tharamangalam,  
Omalur TK, Salem DT, Tamilnadu, India-636502**

**NOT LATER THAN MIDNIGHT OF 7 calendar days (or your State's cancellation period as described below) following submission of your Membership Application:**

**I HEREBY CANCEL THIS TRANSACTION:**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**All Residents: you are a resident in any country, you may cancel your Membership without penalty or obligation within seven (7) business days of the date of acceptance of your application and receive a full refund.**

**TO CANCEL THIS CONTRACT, SEND A COPY OF THIS NOTICE OF CANCELLATION OR OTHER WRITTEN NOTICE OF CANCELLATION TO:**

**By Contact:**

**UCCASH TOURISM PRIVATE LIMITED,  
No-1, 1st floor, Selvam Complex, Tharamangalam,  
Omalur TK, Salem DT, Tamilnadu, India-636502**

**I HEREBY CANCEL THIS TRANSACTION:**

(Date) \_\_\_\_\_ (Purchaser's Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_ (Purchaser's Address) \_\_\_\_\_

**12. UCCASH Tourism supplies certain Benefits itself and/or through associated entities, but also contracts with various Affiliates to provide Benefits to Members, which Benefits will change from time to time. UCCASH Tourism shall at all times provide updated information as to Benefits available via its Website and by notice to Members.**

**13. A Membership may only be held in the name of an individual person; UCCASH Tourism does not accept Membership Applications in multiple names, Distributorships, trusts or in the names of business entities.**

**14. You agree that it is your responsibility to choose which Benefits you use and the Travel or hotel/resort stays you purchase 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 our 7-day money-back guarantee and these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Membership Fee and subsequent Monthly Membership Payments as a result of your non-use of any of the Benefits of the Program. Benefits available may vary or be replaced by alternative Benefits at any time based on availability.**

**15.** You agree that due to the inherently limited inventory in the travel and hotel/resort industry, the availability of specific travel or hotel/resort services or features such as room upgrades or amenities are not guaranteed and may be subject to limits on availability or price, which may vary. You further agree that UCCASH Tourism will make every available opportunity to offer you the best possible price but that prices may increase above the initially published price due to limited inventory availability or other factors such as fuel surcharges. Travel and hotel/resort stays are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by an Affiliate 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 booking terms including any such restriction or requirements before booking. UCCASH Tourism 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.

**16.** Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose of any of your rights or obligations, including Travel Points, without the prior written consent of UCCASH Tourism. Name changes to a Member account are not allowed. Upon the death of a Member, if all Membership fees are up to date, the Membership shall be transferred to the Member's spouse or a single legal heir.

As a lone exception, your membership account can be paid by your direct upline Distributor sponsor as long as you are their immediate family. Immediate family is defined as: 1) Legal Spouse, 2) Child 3) Father or Mother. All other payments for immediate family at any other level will be considered a violation of our policies.

If another Distributor or Member pays for your Membership account in accordance with this exception, it remains your responsibility as the Member to personally sign the Membership

Agreement, understand the terms of the contract and the mutual agreement being made with UCCASH Tourism. Membership accounts cannot be created as a gift to another person.

**17.** These Terms and Conditions must be read in conjunction with the terms and restrictions unique to each Affiliate and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Affiliate supplying such products or services to the Member.

**18.** We grant you only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Website necessary to access, explore and otherwise use the Website in real time and to use the materials and the Benefits of the Program on the Website in a manner consistent with these Terms and Conditions.

**19.** Any software that is made available to download from the Website (the "Software") is the copyrighted work of UCCASH Tourism, its subsidiary, associate or affiliated entities and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Website.

**20.** Without limiting the foregoing, copying or reproduction of the Software or of the Website content to any other server or location for further reproduction or redistribution is expressly prohibited.

**21.** You shall not use, disseminate or reproduce any UCCASH Tourism trademarks, copyrights or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration or any other advertising and or marketing outlet without the express written consent from the UCCASH Tourism Compliance department.

**22. You shall not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Website. We reserve the right to terminate your use of the Website and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to UCCASH Tourism the general public or other users. In such instances, you shall forfeit Membership Reward Points or any other incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership. In addition, you agree to refund to us the reasonable value of any incentives or remuneration you receive or realize as a result of any illegal or wrongful conduct, or conduct in violation of these Terms and Conditions.**

Furthermore, you understand and agree that you shall not act as a travel agent or tour operator, promote the Membership for specific travel, engage, promote, participate in any group cruises, or assist any other Member in making bookings. This Membership is personal to you and intended for your use to plan and participate in individual vacations, and never as part of any group.

**23. No relationship between UCCASH Tourism 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 UCCASH Tourism, 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 UCCASH Tourism, its subsidiaries, associated or affiliated entities.**

**24. We may revise and amend these Terms and Conditions from time to time. Your use of any of the Website and Benefits offered in the program will be subject to the Terms and Conditions in force at the time you access the Website and the Benefits and your use of the Website and/or the Benefits shall constitute your acceptance of the applicable terms and conditions at that time. While UCCASH Tourism intends to provide the Benefits, including usage of the Travel Points for Travel and/or hotel/resort bookings, there is no guarantee that these Benefits can be realized. The UCCASH Tourism model is dependent on several factors that are not controlled by UCCASH Tourism, including and not limited to our ability to collect Members' payments in order to pay for outstanding cruise invoices, relationships with booking providers, hotels, resorts and cruise lines that provide favorable terms to UCCASH Tourism, as well as relationships with banking and finance entities which can impact our ability to collect funds from Members and pay invoices for Travel or hotel/resort stays already booked through our Website. Additionally, laws and regulations can impact this offering and the ability for Members to realize the Benefits of this program.**

**25. By completing and submitting the Membership Application Form, you specifically authorize UCCASH Tourism to transfer and disclose personal or confidential information which you have provided to UCCASH Tourism in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors, and to UCCASH Tourism' independent sales representatives and to applicable governmental or regulatory bodies, if and only if required by law. You consent to UCCASH Tourism and its parent and associated or affiliated companies, its partners, licensees, agents and vendors and independent sales representatives communicating with you by electronic mail at the email address and/or by text message at the mobile number you have entered on the Membership Application Form or as advised to UCCASH Tourism by you from time to time.**

**26. You recognize, by agreeing to these terms and conditions, you and UCCASH Tourism 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.**

26. You recognize, by agreeing to these terms and conditions, you and UCCASH Tourism 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.

27. If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, Members Terms and Conditions, our Privacy Policy, UCCASH Tourism' Website or any literature or materials concerning UCCASH Tourism, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

28. in no event shall UCCASH Tourism 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 UCCASH Tourism 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 UCCASH Tourism' total aggregate liability to member for claims arising under this agreement exceed the total amounts paid by the member to UCCASH Tourism under this agreement. UCCASH Tourism is acting as a mere agent for all cruise and hotel/resort suppliers available and or sold through the site. any and all suppliers of cruises and hotels and resorts advertised and/or sold through the site are third party vendors and UCCASH Tourism retains no ownership interest, management, or control of those third party vendors. to the fullest extent permitted by law, UCCASH Tourism 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 vendors), governmental authority, or acts attributable to you yourself, including, without limitation, negligent or reckless acts.

29. unless otherwise stated, all goods and services offered by UCCASH Tourism are provided to you on an "as is", "as available" basis.

to the fullest extent permissible pursuant to applicable law, UCCASH Tourism 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 UCCASH Tourism. applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

30. Except as otherwise set forth herein, Member hereby releases UCCASH Tourism from any and all liability, loss, expense, damages, or claims arising out of or resulting from Member's utilization of their Membership benefits, whether caused by the negligent or reckless conduct of Member, a Service Provider, another third party, or otherwise. Member hereby also agrees to indemnify, defend and hold harmless UCCASH Tourism from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against UCCASH Tourism regarding, resulting, or arising from Member's utilization of their Membership benefits or Member's performance of this Agreement.

### **III. ACCEPTANCE OF TERMS**

34. You hereby authorize UCCASH Tourism to use your name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

35. Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult an attorney before you agree to be bound by them.

36. Members acknowledge that they have read these Terms and Conditions before submitting their Application and have accepted the same by checking the "I accept" box referencing this Membership Agreement. This electronic acceptance will be legally binding upon you.