

PEX+ Terms of Use

Effective November 25, 2016

This Agreement (“Agreement”) is entered into by and between PEX+, LLC (“PEX+”, “Us” or “We”), with an address at 5177 Richmond Avenue, Suite 770, Houston, Texas 77056, USA, and you (“Customer” or “You”).

IMPORTANT- PLEASE READ CAREFULLY: This Agreement governs the terms under which you may access and use the PEX+ website and Licensed Content. This Agreement incorporates by reference all specification, instruction and requirements documentation and other materials and data available at pexportal.com as amended from time to time. You represent to us that you are lawfully able to enter into contracts (for example, you are not a minor and you have the legal capacity to enter into this Agreement). By signing up, logging in, using, or otherwise accessing our website and Licensed Content in any manner, you agree to be bound by the terms of this Agreement.

PEX+ may modify the terms of the Agreement at any time by posting updated terms on its website. By continuing to use our website and Licensed Content after the effective date of any such posted changes, you agree to be bound by such changes.

THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

1. Introduction

PEX+ is an advanced travel search engine for using miles and points or money. The search engine is publicly available for all travelers to use. PEX+ offers a freemium model whereby paying members gain access to extra premium features and personalization.

PEX+ is an independent service and is not affiliated with any airlines, mileage, or loyalty programs. PEX+ does not provide, own or control any of the travel services and products that you can access through our API, Licensed Content and/or website (the “Third Party Products and Services”). The Third Party Products and Services are owned, controlled or made available by third parties (the “Third Party Providers”) either

directly or as an agent. The Third Party Providers are responsible for the Third Party Products and Services. The Third Party Provider's terms and privacy policies apply to your booking so you must agree to, and understand those terms. Further, the terms of the actual travel provider (airline, hotel, etc.) apply to your travel, so you must also agree to and understand those terms. Your interaction with any Third Party Provider accessed through our API or Licensed Content is at your own risk and PEX+ does not have any responsibility should anything go wrong with your booking or during your travel.

PEX+ is in no way responsible for the accuracy, timeliness or completeness of content provided by Third Party Providers. PEX+ has no control over and does not verify for accuracy, completeness or otherwise the Third Party products and Services. Prices may change constantly and additional charges (e.g. payment fees, services charges, checked-in luggage fees, local taxes and fees) may apply, so you should always check whether the price asked for a booking is the one you expected. Some Third Party Products and Services may also be sold in another currency than the one preset or chosen by you for the display of the search results. If a currency conversion is provided for such Third party Products and Services, it is provided for information purposes only and should not be relied upon as accurate and real time and actual rates may vary and third party conversion charges and fees may apply.

PEX+ bears no responsibility for the booking or the Third Party Products and Services because PEX+ has no involvement in creating, developing or describing such products and services you may decide to book. If you have any issues or disputes around your booking and/or the Third Party Products and Services, you agree to address and resolve these with the Third Party Provider and not with us.

2. Proprietary Rights

The Website is owned and operated by PEX+. Some of the content found on the Website is owned by Customers, some of the content found on the Website is owned by Third Party Providers, and some of the content found on the Website is owned by PEX+. In addition, the trademarks, logos, and service marks ("**Trademarks**") displayed on the Website are registered and common law Trademarks of PEX+, its affiliates and various third parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of PEX+, or such

other party that may own the Trademarks.

3. Additional Eligibility

3.1 You represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. If you become a registered user, you are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of Our Website by you, anyone using your password and login information (with or without your permission) and anyone whom you allow to access your travel itineraries. All information that you provide to us must be accurate and up-to-date. If any of your information changes, you must immediately update it. If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized disclosure or use of your information or computer or mobile device used to access Our Website), you must promptly change your Personal information that is affected.

3.2 By using Our Website you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

3.3 In addition, you agree not to do any of the following without prior express written permission of PEX+:

1. access the site with any manual or automated process for any purpose other than your personal use or for inclusion of PEX+ pages in a search index. Use of any automated system or software to extract data from Our Website ("screen scraping"), for commercial or non-commercial purposes, is prohibited;
2. violate the restrictions in any robot exclusion headers on Our Website or bypass or circumvent other measures employed to prevent or limit access to Our Website;
3. deep-link to any portion of Our Website for any purpose;
4. use any device, software or routine that interferes or attempts to interfere with the normal operation of Our Website or take any action that imposes an unreasonable load on our computer or network equipment;
5. reproduce, duplicate, copy, sell, trade, resell or exploit Our Website;
6. use any feature of Our Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate as determined by us;
7. post or distribute any material on Our Website that violates the rights of any third party or applicable law;
8. use Our Website to collect or store personal data about others;

9. use Our Website for any commercial purpose unless we've given you written permission;
10. transmit any ad or promo materials on Our Website; or

We may, at our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict your access to all or any component of Our Website. PEX+ reserves the right to investigate and take appropriate legal action, including but not limited to contacting law enforcement authorities and seeking remedies at law and equity, against anyone who, in the sole discretion of PEX+, makes illegal or unauthorized use of the Website and/or the Service.

4. Term

This Agreement shall remain in full force and effect while you use the Website, the Service, and/or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Account Settings page of the Website. You acknowledge that PEX+ reserves the right, in its sole discretion, to restrict, suspend, or terminate your Membership or deny you access to all or any part of the Website and/or the Service at any time, for any or no reason, including but not limited to your violation of any provision of this Agreement. You agree that termination of your Membership or restriction on access to the Service, including but not limited to the discontinuance of providing the Service, may be affected without prior notice, and acknowledge and agree that upon termination of your Membership or restriction on access to the Service, PEX+ may immediately deactivate and delete all related content, information and files, including but not limited to your frequent flyer data, and bar any further access by you to such files and/or the Service. PEX+ is not obliged to preserve, keep, or maintain back-up copies of any material created through use of the Website and/or the Service. You agree that PEX+ shall not be liable to you or any third party for termination of your Membership, denial of access to the Service, discontinuance of providing the Service, or deletion of your content, information, and files. The Service is currently available to you free of charge or, if you're a paying member, at the cost of your membership. By using the Service and by becoming a Member, you acknowledge, however, that PEX+ reserves the right to charge for the Service or any part thereof and has the right to terminate your Membership should you fail to pay for the Service. If PEX+ terminates your Membership, you will not be entitled to any refund of unused subscription fees or credits, if any. Even after your Membership is terminated, this Agreement shall remain in full force and effect.

5. Charges

5.1 Charges. There are currently three tiers of membership to pexportal.com: Free User, ProFlyer, and Enterprise. The first is free. The ProFlyer and Enterprise membership levels are a pay per PEX Point credits fee to be used toward flight searches on pexportal.com. Currently, one PEX Point equates to one flight search with all Third Party Providers that are available on pexportal.com. Members have the option to purchase PEX Points as a one-time purchase, on a recurring monthly subscription, or on a recurring annual subscription.

5.2 Payment. When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the Service using your payment method and for any paid feature of the Service for which you choose to sign-up or use while this Agreement is in force. You will pay service charges in advance. For recurring payments, a PayPal account is currently required.

5.3 Updates to Your Billing Account. You must keep all information in your billing account current, including your billing address and the expiration date of your credit card. If you tell us to stop using your payment method, we may cancel your Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

5.4 Prices and Price Increases. The price for the Service excludes all taxes and phone charges, unless stated otherwise. You are responsible for any taxes that you are obligated to pay or that we may collect from you. You are responsible for all other charges (for example, phone charges). Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the Service from time to time, but we will tell you before we do.

- If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the new price.
- If your Service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date of any price change. That date will be not less than 30 days after we tell you of the price change.
- If you do not agree to these changes, then you must cancel and stop using the Service before the changes take place. If you cancel your Service, then your Service ends at the end of your current Service time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

5.5 Refund Policies. Unless otherwise provided by law or in connection with any particular service offer, all charges are non-refundable. If you deactivate your account while it still has PEX Points to use towards future searches, you forfeit the balance and the equivalent monetary credit will not be refunded to you.

5.6 Online Statement; Errors. PayPal will provide you with an online billing statement. This is the only billing statement that we provide at this time. Customers are welcome to contact us at info@pexportal.com for additional information via email. If you request a paper copy, we may charge you a retrieval fee. We will only provide paper copies for the past 120 days. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

5.7 Canceling the Service. You may cancel the Service at any time, with or without cause. Cancellation of recurring services can be done through your PayPal account. Certain Service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the Service by you will not alter your obligation to pay all charges made to your billing account.

5.8 Late Payments. Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Service if you fail to pay in full on time.

6. Changes to Service

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops right away. Once the Service is cancelled or suspended, any data you have stored on the Service may not be retrieved later. Our cancellation of the Service will not alter your obligation to pay all charges made to your billing account. If we cancel the Service in its entirety without cause, then we will refund to

you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your Service remaining right before the cancellation.

7. Miscellaneous

7.1 Notices. (a) To you. We may provide any notice to you under this Agreement by: (i) posting a notice on the PEX+ site; or (ii) sending a message to the email address provided to us during registration. Notices we provide by posting on a PEX+ website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address associated with your account when we send the email, whether or not you actually receive the email.

(b) To PEX+. To give PEX+ notice under this Agreement, you must contact us as follows: (i) by personal delivery, overnight courier or registered or certified mail to 5177 Richmond Avenue, Suite 770, Houston, Texas 77056, USA. We may update the address for notices to us by posting a notice on a PEX+ website. Notices provided by personal delivery will be effective immediately. Notices provided registered or certified mail will be effective three business days after they have been sent.

7.2 Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

7.3 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

7.4 Governing laws. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, USA, excluding its choice of law rules, will govern the Agreement. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

7.5 Jurisdiction. Each party unconditionally and irrevocably submits to the exclusive jurisdiction of the federal or state courts located in Harris County in Texas, USA. In addition, each party irrevocably and unconditionally

waives any right it may have to a trial by jury in respect of any such action, suit, proceeding or claim.

TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST PEX+ IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS. THIS SECTION WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND PEX+.

7.6 Entire Agreement. The Agreement supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof.

7.7 No Waiver. Failure to require performance of any provision will not affect a party's right to require performance at any time thereafter, nor will waiver of a breach of any provision constitute a waiver of the provision itself.

7.8 Severability. If any provision is adjudged by a court of competent jurisdiction to be unenforceable, invalid or otherwise contrary to law, such provision will be interpreted so as to best accomplish its intended objectives and the remaining provisions will remain in full force and effect.

7.9 Independent Contractors. The parties hereto are and will remain independent contractors and nothing herein will be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party will be deemed to be an employee or legal representative of the other nor will either party have any right or authority to create any obligation on behalf of the other party.

7.10 Force Majeure. Neither party will be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

7.11 Injunctive Relief. The parties agree that any material breach of the provisions of Sections 3 of this Agreement shall cause irreparable harm and shall be the basis for injunctive relief.

7.12 No Third Party Beneficiaries. This Agreement is not intended to benefit, nor will it be deemed to give rise to, any rights in any third party, including but not limited to End Users.

8. Feedback

We encourage you to share your comments and questions with us at

http://pexportal.com/staticPage/contact_us - or you can write to us at: PEX+, 5177 Richmond Avenue, Suite 770, Houston, Texas 77056, USA - but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future PEX+ products or services. Also, please remember that you are responsible for whatever material you submit, including its reliability, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials submitted to us become the exclusive property of PEX+. Further, by submitting Feedback you are granting us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute Feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

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