

ReferralClix Agreement

ReferralClix.com (“ReferralClix”, “we”, “us” or “our”) is a referral program service operated by ReferralClix Partners, LLC d/b/a ReferralClix.com that allows a consumer (the “Lead”) who has been referred by (for example only) a friend, family member or colleague (the “Referrer” or “Advocate”) who currently owns a timeshare property or is a customer, member, website visitor, traveler or purchaser of any of the ReferralClix.com Clients, to take advantage of offers, rewards, incentives, vacation packages and timeshare opportunities, amongst other types of rewards, at participating businesses that sell goods online, timeshare developers, exchange companies, travel clubs, fractional developers and non-timeshare developers. The Lead, in exchange for providing information about his/her personal preferences or purchasing a product referred from their friend, is eligible to receive customized rewards from the various Clients (“ReferralClix.com Website”). The Referrer (advocate), in exchange for providing the Lead’s name and email to ReferralClix and client, has the opportunity to take advantage of various discounted offers and benefits from the Client where the Referrer

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN THE LEGAL TERMS AND CONDITIONS THAT YOU AGREE TO WHEN YOU USE THE REFERRALCLIX.COM WEBSITE AND SERVICE, AS APPLICABLE, PROVIDED TO YOU BY REFERRALCLIX.COM.

BY BEING A VISITOR TO THE REFERRALCLIX.COM WEBSITE (the “Lead” and/or “Referrer” is referred to individually and collectively as “VISITOR” or “you”), YOU AGREE TO BE BOUND BY THE “WEBSITE TERMS”, WHICH INCLUDE TERMS APPLICABLE TO ALL VISITORS OF THE REFERRALCLIX.COM WEBSITE, INCLUDING THE “OPT-IN POLICY”, “PRIVACY POLICY” AND “COPYRIGHT POLICY”.

WHETHER YOU CHOOSE TO “BUY NOW” OR YOU CHOOSE TO “GET MORE INFORMATION” AND THEREFORE ANSWER THE SELECT QUESTIONS OR SURVEY, YOU WILL BE ASKED TO CHECK A BOX TO INDICATE THAT YOU HAVE ALSO READ AND AGREE TO BE BOUND BY THE “SERVICE TERMS” IN ADDITION TO THE WEBSITE TERMS AND ANY OTHER TERMS AND CONDITIONS ON THE REFERRALCLIX WEBSITE (TOGETHER, THE “WEBSITE TERMS”, “SERVICE TERMS”, REFERRALCLIX.COM POLICIES (INCLUDING THE “OPT-IN” POLICY, “PRIVACY POLICY” AND “COPYRIGHT POLICY”) AND ANY OTHER TERMS AND CONDITIONS ON THE REFERRALCLIX.COM WEBSITE SHALL BE REFERRED TO AS THE “REFERRALCLIX.COM AGREEMENT”). INDICATE YOUR ACCEPTANCE TO BE BOUND BY THE TERMS OF THIS REFERRALCLIX.COM AGREEMENT BY CLICKING “I AGREE” BELOW. BY CLICKING “I AGREE” BELOW YOU ARE “OPTING-IN” TO THE REFERRALCLIX.COM SERVICE AND YOU HEREBY ACKNOWLEDGE, AGREE AND UNDERSTAND THAT IMMEDIATELY FOLLOWING THIS NOTICE, YOU ARE PROVIDING WRITTEN INSTRUCTIONS TO REFERRALCLIX.COM UNDER THE FAIR CREDIT REPORTING ACT (FCRA) AUTHORIZING REFERRALCLIX.COM TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT PROFILE OR OTHER INCOME OR QUALIFYING DATA INFORMATION FROM ONE OR MORE CREDIT BUREAUS AND/OR DATA VENDORS. YOU AUTHORIZE REFERRALCLIX.COM TO OBTAIN SUCH INFORMATION SOLELY TO DETERMINE YOUR ELIGIBILITY FOR OFFERS FROM OUR PARTICIPATING CLIENTS IN ORDER TO PREQUALIFY YOU FOR VARIOUS OFFERS, INCENTIVES AND REWARDS. (THE “OPT-IN” POLICY).

This ReferralClix.com Agreement sets out the legally binding terms for use of the ReferralClix.com Website. ReferralClix.com may modify this ReferralClix.com Agreement (or any part thereof) from time to time and such modification shall be effective upon posting of such change by ReferralClix.com on the ReferralClix.com Website.

If you are a Visitor to the ReferralClix.com Website, under the terms of this ReferralClix.com Agreement, you agree to be bound to any changes to this ReferralClix.com Agreement that are applicable to you when you use the ReferralClix.com Website after such modification is posted on the ReferralClix.com Website; however, for any “material” change, such “material” change shall become effective if ReferralClix.com sends to you an e-mail or posts information on the ReferralClix.com Website notifying you of such

“material” change and the date that such new ReferralClix.com Agreement will be posted on the ReferralClix.com Website (“Effective Date”) and you then continue to use the Service after the Effective Date. If you do not agree to the “material” change, you may notify ReferralClix.com or click “I do not agree” to the new ReferralClix.com Agreement with the change ReferralClix.com will unsubscribe you from the Service. (The “Opt-Out Policy”).

ReferralClix.com Website Terms

Operator.

The ReferralClix.com Website and Service is operated by ReferralClix Partners, LLC d/b/a ReferralClix.com. ReferralClix.com is also referred to in these terms as “we” or “us”.

Purpose of the Service.

ReferralClix.com operates a referral and lead generation service that: i) allows Leads to participate in offers, discounts, incentives, vacation packages and timeshare opportunities of participating Clients in return for providing information about their (the Lead’s) personal preferences or purchasing a product referred from their friend in order to receive the customized rewards and promotions from the Clients and ii) allows Referrers to earn rewards from participating Clients for providing the Leads. **THERE IS NO CHARGE TO YOU FOR PARTICIPATING IN THE SERVICE. YOU WILL INCUR A CHARGE IF YOU CHOOSE TO “BUY NOW” AND TAKE ADVANTAGE OF THE OFFER OR INCENTIVE PROVIDED BY THE PARTICIPATING CLIENTS. PLEASE NOTE THAT REFERRALCLIX.COM DOES NOT HAVE ANY EQUITY INTEREST IN ANY OF THE PARTICIPATING RESORTS, but does receive various servicing, licensing and maintenance fees (and may receive other fees including, but not limited to, lead generation fees, referral fees, tour fees or sale fees) from the participating Clients in exchange for providing participating Clients with information about you as a sales “Lead” (the “Service” or “Lead Generation” service). WHILE REFERRALCLIX.COM ATTEMPTS TO VERIFY THAT THE OFFERS, INCENTIVES AND REWARDS PROVIDED TO LEADS AND REFERRERS BY THE PARTICIPATING CLIENTS ARE AS DESCRIBED BY THE PARTICIPATING CLIENTS AND HAS A POLICY OF DISCONTINUING THE ABILITY OF A PARTICIPATING CLIENT TO OBTAIN LEADS THROUGH THE SERVICE IF WE LEARN THAT A PARTICIPATING CLIENT IS NOT HONORING REWARDS AS DESCRIBED IN THE SERVICE, REFERRALCLIX.COM IS INTENDED ONLY TO BE USED AS A MEANS OF LEARNING ABOUT OFFERS AND INCENTIVES AND/OR A MEANS OF EARNING POINTS AND OBTAINING REWARDS FOR PROVIDING LEADS AND YOU ACKNOWLEDGE AND AGREE THAT, IF YOU PARTICIPATE, IT IS YOUR RESPONSIBILITY TO SEPARATELY REVIEW ANY OFFERS, INCENTIVES OR REWARDS AND THEIR SPECIFIC TERMS AND CONDITIONS AS LISTED ON EACH CLIENT WEB PAGE AND IN CONNECTION WITH THE PARTICIPATING CLIENT, AND TO REQUEST ADDITIONAL INFORMATION FROM, AND PERFORM YOUR OWN DUE DILIGENCE ON, THE PARTICIPATING CLIENTS AND THE OFFERS, INCENTIVES AND REWARDS PROVIDED BY THEM BEFORE MAKING A FINAL DECISION TO ACCEPT ANY SUCH OFFERS, INCENTIVES OR REWARDS FROM THE PARTICIPATING CLIENTS.**

Another value that the ReferralClix.com Service provides to participating Clients is personal credit information about you so that the participating Clients have the opportunity to determine your eligibility for their offers, incentives and materials. You understand that by “Opting-In” and accepting the terms of the ReferralClix.com Agreement you are authorizing ReferralClix.com to obtain such personal credit information and other available qualifying information including, but not limited to, personal income information. **YOUR CREDIT SCORE WILL NOT BE NEGATIVELY IMPACTED BY THIS AUTHORIZATION OR BY REFERRALCLIX.COM’S SOFT INQUIRY INTO YOUR PERSONAL CREDIT INFORMATION.** Please review our [Privacy Policy](#) for a description of how ReferralClix.com uses the “Lead Information” and/or personal credit information that you provide to it and that they obtain, including how ReferralClix.com shares this “Lead Information” with participating Resorts.

Availability.

ReferralClix.com uses reasonable efforts to make the ReferralClix.com Website and Service available 24 hours a day and seven days a week; however, there will be instances when the ReferralClix.com Website or

Service will be interrupted for maintenance, upgrades or emergency repairs and due to other reasons that are beyond the control of ReferralClix.com, including failure of telecommunications lines, links and equipment. While ReferralClix.com will make every reasonable effort in order to minimize such issues where it is within our reasonable control to do so, there may be instances where such a disruption might occur. In this respect, you agree that ReferralClix.com will not in any way be liable or responsible to you for any such modification, suspension or disruption of the ReferralClix.com Website or Service.

Conduct.

You agree that you shall not (i) interfere or disrupt (or attempt to interfere or disrupt) the ReferralClix.com Website or the Service or servers or networks hosting or connected to the ReferralClix.com Website or Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this ReferralClix.com Website or Service; (ii) provide any information to ReferralClix.com that is false or misleading or results in a false or fraudulent reservation, that attempts to hide your identity or that you do not have a right to disclose; (iii) attempt to resell the ReferralClix.com Website or the Service or any portion of the same; or (iv) create a link to, or otherwise link over from your website or web page, to this ReferralClix.com Website.

Trademarks.

The name “ReferralClix.com” and the “ReferralClix.com” logo are service marks of ReferralClix.com in the United States and other countries. All other company names, logos, service marks and trademarks mentioned herein are the property of their respective owners. Nothing herein shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use ReferralClix.com’s name, logos, trademarks or other intellectual property displayed on this ReferralClix.com Website except as expressly provided herein or by obtaining the written permission of ReferralClix.com or such other third party owner, as applicable. You acknowledge that ReferralClix.com will aggressively enforce its intellectual property rights with respect to its trademarks to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

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Non-Commercial Use by Visitors.

The ReferralClix.com Website is solely for the personal use of Visitors and may not be used in connection with any commercial endeavors, except those that are specifically endorsed or approved by the

management of ReferralClix.com. Illegal and/or unauthorized use of the ReferralClix.com Website, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the ReferralClix.com Website is prohibited and will be investigated. ReferralClix.com will take appropriate legal action for any illegal or unauthorized use of the ReferralClix.com Website.

Third-Party Links.

This ReferralClix.com Website may from time to time provide links that will take you to other third-party websites, including websites owned and operated by participating Clients. Any such links are provided solely as a convenience to Visitors. ReferralClix.com has no control over these websites or their content and does not assume any responsibility or liability for these websites or their content. ReferralClix.com does not endorse or make any representations about these websites, or any information, materials, or products found thereon. If you access any of the third-party websites linked on this ReferralClix.com Website, you do so at your own risk and you agree that ReferralClix.com shall not be liable for any loss or damage that you may suffer by using any of these other websites or any of the opportunities offered by participating Clients.

Third-Party Materials on the ReferralClix.com Website.

This ReferralClix.com Website may contain materials submitted by third parties. Any such materials are provided solely as a convenience to our Visitors. ReferralClix.com has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use any of these third-party materials or any third-party products or services referenced in these materials, you do so at your own risk. In no event shall ReferralClix.com be liable for any loss, claim, damages, or costs that may arise in connection with your use of these third-party materials.

Inaccurate Material on the ReferralClix.com Website.

A possibility exists that the ReferralClix.com Website or any ReferralClix.com Content could include inaccuracies or errors and that unauthorized additions, deletions and alterations could be made to the ReferralClix.com Website or any ReferralClix.com Content by unauthorized third parties. Although ReferralClix.com attempts to ensure the integrity of the ReferralClix.com Website and any ReferralClix.com Content on it, it makes no guarantees whatsoever as to the completeness, correctness or accuracy of the ReferralClix.com Website or any of the ReferralClix.com Content on the ReferralClix.com Website. In the event that such an inaccuracy arises, please inform us so that it may be corrected.

Privacy.

Please review the ReferralClix.com "[Privacy Policy](#)". The terms of the Privacy Policy are incorporated into, and considered part of, these Website Terms.

Copyright Policy.

If you believe that ReferralClix.com has acted in violation of your copyright rights, please contact us pursuant to the terms of our "[Copyright Policy](#)", the terms of which are incorporated into, and considered part of, these Website Terms.

International Use.

ReferralClix.com Visitors are responsible for compliance with all United States export laws and regulations when such Visitor exports any products, services, content or materials provided through the ReferralClix.com Website or Service. Specific offers, incentives or other materials made available on the ReferralClix.com Website or through the Service by Clients are not intended to be distributed or to constitute an offer in any state or country where the applicable participating Client, has not registered to sell property, if so required.

Governing Law and Jurisdiction.

These Website Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this ReferralClix.com Agreement or your use of the

ReferralClix.com Website and Service shall be filed only in the state courts located in San Francisco County in the State of California or the federal courts located in the city of San Francisco in the State of California, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this ReferralClix.com Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

ReferralClix.com Website Warranty Disclaimer.

THIS REFERRALCLIX.COM WEBSITE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, REFERRALCLIX.COM DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE REFERRALCLIX.COM WEBSITE. WE DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE REFERRALCLIX.COM WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE REFERRALCLIX.COM WEBSITE OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY REFERRALCLIX CONTENT.

ReferralClix.com Website Use Limitation of Liability.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND STRICT LIABILITY IN TORT)), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS OR LOST PROFITS IN CONNECTION WITH OR ENSUING FROM, OR ARISING OUT OF, (I) THE USE OR INABILITY TO USE THE PORTION OF THE REFERRALCLIX.COM WEBSITE OFFERED OUTSIDE OF THE SERVICE, (II) ANY TRANSACTIONS CONDUCTED THROUGH OR FACILITATED BY THE REFERRALCLIX.COM WEBSITE OFFERED OUTSIDE OF THE SERVICE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE REFERRALCLIX.COM WEBSITE OFFERED OUTSIDE OF THE SERVICE, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATED TO THE REFERRALCLIX.COM WEBSITE OR INFORMATION PROVIDED THROUGH THE REFERRALCLIX.COM WEBSITE, EVEN IF REFERRALCLIX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS DO NOT APPLY TO YOU. IN THIS RESPECT, THE MAXIMUM LIABILITY FOR DAMAGES OF REFERRALCLIX.COM FOR ANY CLAIM ARISING FROM YOUR USE OF THE REFERRALCLIX.COM WEBSITE OUTSIDE OF THE SERVICE SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

ReferralClix.com Service Terms.

1. Eligibility.

You must “Opt-In” (as described below) in order to use the Service. Use of the Service is void where prohibited. By clicking on “Get More Information” and answering the select questions provided by the participating Client and thereby using the ReferralClix.com Website and the Service, 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.

To purchase or use the Service, you must be 18 years of age or older. In this respect, you represent and warrant that you are 18 years of age or older and that your use of the ReferralClix.com Website and Service shall not violate any applicable law or regulation. If we learn that you are misrepresenting your age, your access to the Website may be terminated without warning.

2. Registration.

You agree that the information that you provide to us for registration with the Service and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. In particular, you must keep your e-mail address up to date in that this is the primary means in which we will communicate with you about your Membership Account, about offers from Clients for incentives and promotional rewards and about Your personal points for Leads provided.

3. Password and Membership Account.

When a Lead is referred to ReferralClix the Lead will receive an email with an offer from the participating Client. This email may or may not contain a sixteen (16) digit activation code. Following activation, where activation is applicable, the Lead must “Opt-In” to the service signifying the Leads understanding and acceptance that ReferralClix.com will be obtaining information regarding the Leads personal credit profile and sharing some of this personal credit information with the Client. (The “Opt-In Policy”). Following the election to “Opt-In”, when the Lead opts to “Buy Now” the Lead will either: i) begin the reservation and purchase process within the ReferralClix.com Website or ii) be taken directly to the booking engine of that participating Client to complete the purchase for the offer or incentive provided by the participating Client. When the Lead opts to “Get More Information” a questionnaire will be provided to the Lead and then the questionnaire will be sent to the Client in order to allow the Client to customize the offer or incentive for that Lead.

If you are a Referrer, you will be asked to do one of the following: i) create a password to access the ReferralClix.com Website; ii) use the ReferralClix.com “Single Sign On” option allowing you to use the same password you use on the participating Clients website; or iii) use currently existing social media credentials (for example, Facebook) to sign up for a ReferralClix.com Member Account. Since you will be responsible for all of the activities that occur with respect to your Membership Account, we ask that you keep your password confidential. Your membership is solely for your personal use, and you shall not authorize others to use your Membership Account, including your profile or email address. **YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT PUBLISHED OR DISPLAYED THROUGH YOUR MEMBERSHIP ACCOUNT AND FOR YOUR INTERACTIONS WITH REFERRALCLIX.COM. YOU ARE ALSO SOLELY RESPONSIBLE FOR ANY REWARDS ACCEPTED BY YOU FROM CLIENTS THROUGH YOUR MEMBERSHIP ACCOUNT.** You must notify ReferralClix.com immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure. In this respect, you shall not disclose your password to any third party or permit any third party to access your Membership Account. You may not sell or otherwise transfer your profile for your Membership Account.

You may not use the account, username, or password of any other Member at any time or attempt to impersonate (i) another Visitor to the ReferralClix.com Website, (ii) any person who is not a Member or (iii) any Member.

ReferralClix.com reserves the right to cancel the Service or to discontinue free Membership Accounts that have been inactive for more than three hundred and sixty-five (365) days.

4. Agreement Term.

As soon as you register and accept the terms of the ReferralClix Agreement, you become a Member of the Service. This ReferralClix.com Agreement shall remain in full force and effect while you use the ReferralClix.com Website, the Service, and/or are a Member. You agree that ReferralClix.com may at any time without notice: (i) move, change or suspend any part of the Service; (ii) terminate your Membership Account or deny you with access to your Membership Account; or (iii) deny to you any rewards available through the Service for any reason, including your failure to comply with this ReferralClix.com Agreement or a competent regulatory authority requires us to do so. You may terminate your membership at any time. If ReferralClix.com terminates your Membership Account, such termination shall be effective upon ReferralClix.com sending notice to you at the email address you provide during registration for your Membership Account or other email address as you may subsequently provide to ReferralClix.com.

5. Offers and Incentives.

SEPARATE TERMS AND CONDITIONS FROM THE CLIENTS WILL APPLY TO YOUR RESERVATIONS FOR OFFERS, INCENTIVES AND REWARDS THAT ARE PROVIDED TO YOU OR SELECTED BY YOU. IN THIS RESPECT, ALL OFFERS, INCENTIVE AND REWARDS ARE SUBJECT TO THE SPECIFIC TERMS AND CONDITIONS AS LISTED ON EACH CLIENT WEBSITE AND IN CONNECTION WITH THE PARTICIPATING CLIENT. REFERRALCLIX.COM RESERVES THE RIGHT AT ANY TIME TO WITHDRAW ANY OFFER OR INCENTIVE OR REWARD MADE AVAILABLE THROUGH REFERRALCLIX.COM. EACH OFFER AND INCENTIVE IS VOID WHERE PROHIBITED BY LAW.

WHILE REFERRALCLIX.COM ATTEMPTS TO VERIFY THAT THE OFFERS, INCENTIVES AND REWARDS PROVIDED BY PARTICIPATING CLIENTS ARE AS DESCRIBED BY THE PARTICIPATING RESORTS AND HAS A POLICY OF DISCONTINUING THE ABILITY OF A PARTICIPATING CLIENT TO PROVIDE INFORMATION ABOUT OFFERS, INCENTIVES AND REWARDS THROUGH THE SERVICE IF WE LEARN THAT A PARTICIPATING CLIENT IS NOT HONORING OFFERS, INCENTIVES AND REWARDS AS DESCRIBED IN THE SERVICE, REFERRALCLIX.COM IS A LEAD GENERATION SERVICE FOR THE PARTICIPATING CLIENTS AND IS INTENDED ONLY TO PROVIDE YOU WITH A MEANS OF LEARNING ABOUT OFFERS AND INCENTIVES FROM THE CLIENTS AND YOU ACKNOWLEDGE AND AGREE THAT, IF YOU REGISTER FOR THE SERVICE, IT IS YOUR RESPONSIBILITY TO SEPARATELY REVIEW ANY OFFERS, INCENTIVES OR REWARDS AND THEIR SPECIFIC TERMS AND CONDITIONS AS LISTED ON EACH CLIENT WEB PAGE AND IN CONNECTION WITH THE PARTICIPATING CLIENT, AND TO REQUEST ADDITIONAL INFORMATION FROM, AND PERFORM YOUR OWN DUE DILIGENCE ON, THE PARTICIPATING CLIENTS AND THE OFFERS, INCENTIVES OR REWARDS MADE BY THEM BEFORE MAKING A FINAL DECISION TO PURCHASE ANY SUCH OFFERS OR INCENTIVES OR BEFORE REDEEMING SUCH REWARDS FROM THE PARTICIPATING CLIENTS. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO TRAVEL WITH PROOF OF COFIRMATION FROM THE PARTICIPATING CLIENT.

6. Applicable Laws.

You must use the Service in a manner consistent with any and all applicable laws and regulations.

7. Articles Disclaimer.

This ReferralClix.com Website may from time to time post articles or advertisements containing information in the form of news and/or opinions that, unless otherwise stated therein, should not be construed as specific advice or instruction from ReferralClix.com or official expressions of ReferralClix.com. ReferralClix.com does not warrant, either expressly or by implication, the factual accuracy of the articles posted, nor does it adopt any statement as its own, or warrant any news or opinions offered by the author of said articles. Although ReferralClix.com believes all statements made in the articles to be reliable and accurate based upon representations made by the authors themselves, ReferralClix.com cannot guarantee that such statements are reliable and accurate and ReferralClix.com accepts no fault or liability for any error or omission with respect to such articles.

8. Disclaimer of Warranty.

REFERRALCLIX.COM IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE REFERRALCLIX.COM WEBSITE OR IN CONNECTION WITH THE

SERVICE PROVIDED OR ANY OF THE OFFERS, INCENTIVES OR REWARDS MADE BY PARTICIPATING CLIENTS, WHETHER CAUSED BY ANY OF THE PARTICIPATING CLIENTS, BY ANY VISITORS OF THE REFERRALCLIX.COM WEBSITE, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICE.

WHILE REFERRALCLIX.COM ATTEMPTS TO VERIFY THAT THE OFFERS, INCENTIVES AND REWARDS PROVIDED BY PARTICIPATING CLIENTS ARE AS DESCRIBED BY THE PARTICIPATING CLIENTS AND HAS A POLICY OF DISCONTINUING THE ABILITY OF A PARTICIPATING CLIENT TO PROVIDE INFORMATION ABOUT OFFERS, INCENTIVES AND REWARDS THROUGH THE SERVICE IF WE LEARN THAT A PARTICIPATING CLIENT IS NOT HONORING OFFERS, INCENTIVES AND REWARDS AS DESCRIBED IN THE SERVICE, REFERRALCLIX.COM IS A LEAD GENERATION SERVICE FOR THE PARTICIPATING CLIENTS AND IS INTENDED ONLY TO PROVIDE YOU WITH A MEANS OF LEARNING ABOUT OFFERS, INCENTIVES AND REWARDS AND YOU ACKNOWLEDGE AND AGREE THAT, IF YOU REGISTER FOR THE SERVICE, IT IS YOUR RESPONSIBILITY TO SEPARATELY REVIEW ANY OFFERS, INCENTIVES OR REWARDS AND THEIR SPECIFIC TERMS AND CONDITIONS AS LISTED ON EACH CLIENT WEB PAGE AND IN CONNECTION WITH THE PARTICIPATING CLIENT, AND TO REQUEST ADDITIONAL INFORMATION FROM, AND PERFORM YOUR OWN DUE DILIGENCE ON, THE PARTICIPATING CLIENTS AND THE OFFERS, INCENTIVES OR REWARDS MADE BY THEM BEFORE MAKING A FINAL DECISION TO ACCEPT ANY SUCH OFFERS OR INCENTIVES OR BEFORE REDEEMING SUCH REWARDS FROM THE PARTICIPATING CLIENTS.

REFERRALCLIX.COM SPECIFICALLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, FOR THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THIS SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR RESPONSIBILITY AS TO, OF OR FOR: (I) YOUR USE OF THE SERVICE, INCLUDING DAMAGES RESULTING OR ARISING FROM MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, DELAYS IN TRANSMISSION, ANY COMPUTER VIRUSES, INFECTIONS, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES, COMMUNICATION LINE FAILURES, NON-DELIVERIES, MIS-DELIVERIES, THEFT OR UNAUTHORIZED ACCESS OF INFORMATION OR ANY FAILURE OR PERFORMANCE OF THE REFERRALCLIX.COM WEBSITE OR SERVICE; (II) ANY DENIAL OR RESTRICTION OF YOUR ACCESS TO THE REFERRALCLIX.COM WEBSITE OR SERVICE IN ANY MANNER BY REFERRALCLIX.COM; OR (III) THE QUALITY, SUITABILITY, ACCURACY, FUNCTIONALITY OR OPERATION OF THE REFERRALCLIX.COM WEBSITE OR SERVICE. WE DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICE, INCLUDING IN PARTICULAR, ANY OFFERS OR INCENTIVES THAT ARE PROVIDED BY PARTICIPATING CLIENTS, THAT THE SERVICE IS MAKING AVAILABLE TO YOU. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Without limiting the foregoing, THE SERVICE, EVERYTHING ON THE REFERRALCLIX.COM WEBSITE AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED.

9. Limitation on Liabilities.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL REFERRALCLIX.COM HAVE ANY LIABILITY TO ANY VISITOR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER ARISING IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND STRICT LIABILITY IN TORT)), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING

FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS, LOST POINT BALANCES OR REWARDS, LOST LEADER BOARD STANDING OR ANY TYPES OF LOST REWARDS OF ANY KIND, LOST REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS OR LOST PROFITS IN CONNECTION WITH OR ENSUING FROM (I) THE USE OR INABILITY TO USE THE REFERRALCLIX.COM WEBSITE OR SERVICE, (II) ANY TRANSACTIONS CONDUCTED THROUGH OR FACILITATED BY THE REFERRALCLIX.COM WEBSITE OR SERVICE, INCLUDING ANY OFFERS OR INCENTIVES REALIZED BY YOU THROUGH YOUR USE OF THE SERVICE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE REFERRALCLIX.COM WEBSITE OR SERVICE, (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATED TO THE REFERRALCLIX.COM WEBSITE OR SERVICE OR ANY REFERRALCLIX.COM CONTENT OR INFORMATION PROVIDED ON THE REFERRALCLIX.COM WEBSITE OR SERVICE, EVEN IF REFERRALCLIX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS DO NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, THE MAXIMUM LIABILITY OF REFERRALCLIX.COM FOR DAMAGES FROM ANY CLAIM ARISING FROM YOUR USE OF THE SERVICE SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

10. Indemnity.

You understand and agree that you are personally responsible for your behavior in connection with the Service. You agree to indemnify, defend and hold ReferralClix.com, its subsidiaries, affiliates, officers, agents, and other partners and employees and any third-party information or content providers to the Service, harmless from any loss, liability, claims, demands, damages and costs (including, but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, made by any third party, including any Resort, due to or arising out of (i) your use or misuse of the Service by you or any other person using your Membership Account, including without limitation, any false or fraudulent reservation; (ii) any violation or breach of this ReferralClix.com Agreement; or (iii) any violation of any of the rights of any other third-party.

11. Choice of Law and Forum.

The ReferralClix.com Agreement, including these Service Terms, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this ReferralClix.com Agreement or your use of the ReferralClix.com Website and Service shall be filed only in the state courts located in San Francisco County in the State of California or the federal courts located in the city of San Francisco in the State of California, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this ReferralClix.com Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. Entire Agreement; Order of Precedence; Waiver; Severability.

Unless otherwise specified herein, the ReferralClix.com Agreement constitutes the entire agreement between you, a Visitor, and ReferralClix.com with respect to the ReferralClix.com Website and the Service and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and ReferralClix.com with regard to the ReferralClix.com Website and Service. To the extent of any conflict or ambiguity between the “Website Terms”, “Service Terms”, any ReferralClix.com Policies or any other terms and conditions as posted on the ReferralClix.com Website, the order of precedent for Visitors using the Service shall be: (i) the “Service Terms”, (ii) the “Website Terms”, (iii) the ReferralClix.com policies and (iv) the other terms and conditions as posted on the ReferralClix.com Website, and each of the aforementioned parts of the ReferralClix.com Agreement shall govern in such

order, but solely to the extent of any conflict or ambiguity. ReferralClix.com's failure to enforce any right or provision in this ReferralClix.com Agreement shall not constitute a waiver of such right or provision. If any part of this ReferralClix.com Agreement is held invalid or unenforceable, that portion shall be deemed to be substituted with a valid, enforceable provision which most closely reflects the original intent of the parties, and the remaining portions shall remain in full force and effect.

13. Comments.

If you have any comments or questions about the Service, please contact us at support@ReferralClix.com or by telephone at 855-887-7700.

14. Other.

This ReferralClix.com Agreement is accepted upon your use of the ReferralClix.com Website and is further affirmed by you becoming a user of the Service. The section titles in this ReferralClix.com Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this ReferralClix.com Agreement.

I HAVE READ THIS REFERRALCLIX.COM AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

COPYRIGHT POLICY:

It is the policy of ReferralClix.com to respect the intellectual property of others and thus to respond to effective notices of alleged infringement of copyright material where the copyright material is available at, or from, a system or network controlled or operated by or for ReferralClix.com.

I. Notification

If you are alleging that copyrighted material may have been or is being infringed (hereinafter, you are a "complaining party"), then you may notify ReferralClix.com pursuant to the U.S. Online Copyright Infringement Liability Limitation Act of the US Digital Millennium Copyright Act, 17 USC 512(c), by sending notice to the following Agent, who has been designated by ReferralClix.com to receive notifications of alleged copyright infringement:

General Counsel

ReferralClix Partners , LLC d/b/a ReferralClix.com,
2275 Corporate Circle, Suite 160
Henderson, NV 89074

Each notification of infringement must include the following:

1. a description of the allegedly infringed work in which copyright is claimed;
2. a description of the allegedly infringing material and information reasonably sufficient to permit ReferralClix.com to locate the material;
3. information sufficient for ReferralClix.com to contact you, including your name, address, telephone number and/or email address;
4. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, by its agent, or the law;
5. a statement by you, made under penalty of perjury, that the above provided information is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and
6. a physical or electronic signature of the copyright owner or a person authorized to act on such owner's behalf.

II. Response

In response to each notification of infringement containing the information specified under the heading "Notification" above, ReferralClix.com or its Agent shall:

1. promptly remove or disable access to the material that is deemed infringing;
2. promptly provide written notification to the alleged infringer; and
3. take reasonable steps promptly to notify the alleged infringer that it has removed or disabled access to the material.

III. Counter Notification

Such alleged infringer may serve a Counter Notification on the designated Agent. Each Counter Notification must include the following:

1. identification of the material that has been removed or to which access has been disabled;
2. a statement, made under penalty of perjury, that the alleged infringer has a good-faith belief that the material was removed or disabled through mistake or misidentification;
3. the alleged infringer's contact information, including name, address, telephone number, and a statement that the alleged infringer consents to the jurisdiction of the Federal District Court for the judicial district in which such address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which ReferralClix.com may be found, and that the alleged infringer will accept service of process from the complaining party who provided notification pursuant to the heading "Notification" above or an agent or such person.
4. a physical or electronic signature of the alleged infringer or a person authorized to act on the alleged infringer's behalf.

IV. Response to Counter Notification

In response to each Counter Notification containing the information specified under the heading "Counter Notification" above, ReferralClix.com or its Agent shall:

1. promptly provide the complaining party with a copy of the Counter Notification;
2. inform the complaining party that it intends to replace the removed material or cease disabling access to it within ten (10) business days;
3. replace the removed material or cease disabling access to the material within fourteen (14) business days following receipt of the Counter Notification, provided that ReferralClix.com's or its Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain subscriber from engaging in infringing activity relating to the material on ReferralClix.com's system or network.

NOTICE: Any person who knowingly materially misrepresents that material is infringing, or that it was removed or blocked through mistake or misidentification, is liable for any resulting damages (including costs and attorneys' fees) incurred by the alleged infringer, the copyright owner or its licensee, or the service provider, under Title 17, United States Code, Section 512(f)

PRIVACY POLICY:

[Date Last Posted – 05/10/13]

Introduction.

ReferralClix.com is defined as the network of websites and services that are owned and operated by ReferralClix Partners, LLC d/b/a ReferralClix.com and its subsidiaries and does not include the websites of any of ReferralClix.com's participating Clients. Unless otherwise noted on the ReferralClix.com Website, all information included within ReferralClix.com is governed by this Privacy Policy.

Our Privacy Policy below outlines the type of information and data we collect and receive from you while you are within the ReferralClix.com Website and using the Service, as well as ways in which we process and, sometimes, share such information and how you can correct or change such information. **PLEASE REVIEW THIS PRIVACY POLICY AND THE REFERRAL.COM AGREEMENT CAREFULLY. YOUR USE OF THIS REFERRAL.COM WEBSITE AS A VISITOR TO THE REFERRALCLIX.COM WEBSITE OR, IF APPLICABLE, YOUR REGISTRATION AS A "REFEREE," "ADVOCATE" OR "MEMBER" SIGNIFIES YOUR AGREEMENT TO THE TERMS OF THIS PRIVACY POLICY.**

IF YOU WISH TO ACCEPT AN OFFER OR INCENTIVE MADE AVAILABLE BY A PARTICIPATING CLIENT, OR REDEEM REWARDS MADE AVAILABLE BY A PARTICIPATING CLIENT, ANY INFORMATION THAT YOU PROVIDE DIRECTLY TO A PARTICIPATING CLIENT WILL BE GOVERNED BY THE TERMS AND CONDITIONS OF THAT PARTICIPATING CLIENT'S OWN PRIVACY POLICY. PLEASE REFER TO THE PRIVACY POLICY OF THAT PARTICIPATING CLIENT TO DETERMINE HOW THAT PARTICIPATING CLIENT USES THE INFORMATION THAT YOU PROVIDE TO IT.

1. How ReferralClix.com Collects "Visitor Information"
 - You must "Opt-In" to the Service
 - "Personal Information" you provide to us
 - "Web Activity Information" ReferralClix.com collects from the ReferralClix.com Website
 - Other Information We Separately Collect
2. Guidelines Regarding Children
3. How ReferralClix.com Works and How ReferralClix.com Uses "Visitor Information" it Collects
4. Disclosure of "Visitor Information" to Third Parties
5. ReferralClix.com's Opt-in/Opt-out Policy
6. Third Party Advertising and Links to other Sites
7. Access and Correction
8. How we protect and secure your Personal Information
9. Applicable Law
10. Compliance with Fair Credit Reporting Act
11. Rights to use Submission Data
12. Changes to this Privacy Policy
13. Contact Information
14. Effective Date

1. How ReferralClix.com Collects "Visitor Information".

A. You must "Opt-In" to the Service (See "Opt-in/Opt-Out Policy" below)

In order to use the ReferralClix.com Service and take advantage of the various offers, incentives and rewards that may be available to you, you must first Opt-In and agree to the ReferralClix.com Terms & Conditions. By selecting or clicking on the "I AGREE" tab you are "opting-in" to the ReferralClix.com Service and you hereby acknowledge, agree and understand that immediately following this notice, you are providing written instructions to ReferralClix.com under the Fair Credit Reporting Act (FCRA) authorizing ReferralClix.com to obtain information from your personal credit

profile or other income or qualifying data information from one or more credit bureaus and/or data vendors. You authorize ReferralClix.com to obtain such information solely to determine your eligibility for offers from our participating Clients in order to prequalify you for various offers, incentives and rewards. (The “Opt-In Policy”)

B. “Personal Information” you provide to us:

“Personally Identifiable Information” is any information or data that can be used to identify a specific individual, such as your name, email address, home address, and phone number. ReferralClix.com asks you to provide such personal data in various places throughout the ReferralClix.com Website.

In addition, on behalf of the participating Clients, we will ask that you provide ReferralClix.com with additional “Non-Public Personal Information” about you and/or your personal preferences, including, for example only, marital status, household income, education and employment status, or how often you take vacations, where you like to go, how long you usually stay, how you prefer to travel, etc. Some of these areas where the collection of such information takes place are listed below:

Member Registration:

In order to use many of ReferralClix.com's features, tools and services, we ask you, the Visitor, to register to become a Member. During this member registration process, we will ask you for certain “Personal Information” data points, including both Personally Identifiable Information and Non-Public Personal Information. ReferralClix will store your personal data, including your credit profile data, for a minimum of 25 months from the time it is received unless you opt out as described below.

By creating a Member Account on the ReferralClix.com Service, you agree that ReferralClix.com may provide you with information about offers, incentives or rewards from participating Clients for you to review.

Questionnaires:

ReferralClix.com may offer to you via e-mail online questionnaires that ask you for “Personal Information” such as your opinion on various issues and feedback on any offers, incentives or rewards that you have accepted, including any booked and completed vacation stays or rewards that you have redeemed. We may also request “Personal Information” such as demographic information (like zip code, age or gender) when you answer a questionnaire. Such questionnaires are completely voluntary.

C. “Web Activity Information” gathered by ReferralClix.com and its third-party service providers:

When you visit ReferralClix.com and interact with the services and tools that reside there, ReferralClix.com may collect information on your actions at the ReferralClix.com Website or “Web Activity Information”. In doing so, ReferralClix.com may utilize the services of certain third party service providers.

This type of “Web Activity Information” is generally collected from two sources. One is from the server log files and the other is from cookies.

· *IP Address*

Your IP address is a number that is assigned by your ISP (Internet Service Provider) to your computer to identify its location. We use your IP address to help diagnose problems with our server and to administer our website. We also sometimes use IP addresses to communicate with Members and possibly even ban those members who are not complying with our [ReferralClix.com Agreement](#).

· *Cookies*

Our site uses a feature of your browser to set a "cookie" on your computer. Cookies are small packets of information that a site's computer stores on your computer. ReferralClix.com can then read the cookies whenever you visit the ReferralClix.com Website. We use cookies to save your password so you don't have to re-enter it each time you visit our site, to deliver content specific to your interests, to track the pages you've visited and to make sure you don't see the same ads repeatedly. These cookies

allow us to use the Web Activity Information we collect to customize your ReferralClix.com experience so that your visit to ReferralClix.com is as relevant and as valuable to you as possible.

You may modify your browser preference to provide you with choices relating to cookies. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject cookies you, as a Referrer or Advocate, may be unable to use that part of the Service that requires registration in order to participate or will have to sign in each time you visit ReferralClix.com.

Offers, incentives and rewards provided at the ReferralClix.com Website or through the Service are sent to you by us, but offered or made available by our participating Clients. These offers, incentives or rewards might deliver a cookie to you so that the offers, incentives or rewards that you see can be tracked and ReferralClix.com can ensure that you are not shown the same offer, incentive or rewards too many times. Since **ReferralClix.com** only tags your computer with a number at the time that you are using the Service, there is no knowledge from the “cookie” about who you are. If you would like more information about any of these practices and to know your choices about not having this information used by these companies, [click here](#).

D. Other Information We Separately Collect:

From time to time, we will also purchase certain marketing data in order to verify your household information that you provide to us by zip code. We obtain this information so that we may better serve you with respect to offering to you information about the offers, incentives or rewards from the participating Resorts.

2. Guidelines Regarding Children.

Personal information about children is a concern for all of us. At ReferralClix.com, we take the protection of children's privacy very seriously. ReferralClix.com does not encourage participation or visitation by children. Visitors who are known to be under the age of 18 are prohibited from becoming a Member.

3. How ReferralClix.com Works and How ReferralClix.com uses the “Visitor Information” it collects.

ReferralClix.com uses the “Personal Information” and “Web Activity Information” you provide for several purposes, such as to communicate with you and to give you a better experience when visiting ReferralClix.com by personalizing tools, content, services and email messages. ReferralClix.com also uses this “Visitor Information” to build new services and help develop offers that ReferralClix.com believes are more relevant and valuable to you.

More specifically, when you are a Visitor to the ReferralClix.com Website, create a Membership Account with ReferralClix.com and/or provide us with Personal Information, including Personally Identifiable Information and Non-Public Personal Information, we provide you with information about offers, incentives and rewards that have been provided to us by our participating Clients. You may choose to take advantage of these offers and incentives or choose to redeem the various rewards that may be made available to you. Our participating Clients receive Non-Public Personal Information about you from us in order to determine what offers or incentives are available to you. Once an offer or incentive is made available to you by a participating Client, if you confirm that you would like to purchase the offer or incentive by clicking on “Buy Now” or confirm that you would like to learn more by clicking on “Get More Information”, ReferralClix.com will provide your name, e-mail address, phone number, physical address and any relevant demographic information, based on answers to the Questionnaire, to the participating Client that made that offer, incentive or reward available. The participating Client will then contact you directly and may request additional demographic information and Personal Information, including your credit card information, from you in order for you to actually purchase the offer or incentive.

4. Your Opt-In for Disclosure of “Visitor Information” to Certain Third Parties.

ReferralClix.com does not sell or otherwise share any Visitor Information with third parties without your consent (Please see “[ReferralClix.com’s Opt-In/Opt-Out Policy](#)”), except in the following instances:

(i) disclosure of some of your personal credit information and your Non-Public Personal Information to participating Clients in order for participating Clients to prequalify you and determine what offers, incentives or rewards are available to you;

(ii) disclosure of your name, e-mail address, phone number, physical address and any relevant demographic information, based on answers to the Questionnaire, to participating Clients when you confirm that you would like to purchase an offer or incentive that has been made available to you or learn more about an offer, or incentive that has been made available to you;

(iii) disclosure as required by applicable law or pursuant to a court or similar order;

(iv) as deemed necessary, in ReferralClix.com's discretion, to protect the legal rights or the property of ReferralClix.com, a member or third party, or to prevent personal injury;

(v) in the event of a sale, merger, assignment, joint venture or other transfer or disposition of a portion or all of the assets or stock of ReferralClix.com or its affiliated entities (including, without limitation, in connection with any bankruptcy or similar proceedings); and/or

(vi) disclosure of aggregate "Non-Public Personal Information" and "Web Activity Information" to third parties, including potential advertisers and participating Resorts, for purposes of market research.

In addition, ReferralClix.com may provide "Personal Information" to third parties who are providing technical or fulfillment services on behalf of ReferralClix.com when such disclosure is required in order to provide those services, provided that such third parties agree to be bound by ReferralClix.com's Privacy Policy.

ReferralClix.com also reserves the right to share any "Visitor Information" which you provide to (or which is gathered from) ReferralClix.com with any or all of its subsidiaries and affiliates (collectively, our "Affiliates") (subject to the "opt-out" right described in ReferralClix.com's Opt-In/Opt-Out Policy below, with respect to disclosures of "Member Information" to Affiliates for their direct marketing uses). ReferralClix.com will also have access to any information you provide to (or which is gathered from) the web sites of any of our Affiliates.

In each of the instances described above, you have provided your consent under the terms of this Privacy Policy for ReferralClix.com to share your Personal Information with the third parties that are described above. In particular, if ReferralClix.com discloses your name and e-mail address to participating Clients when you confirm that you would like to purchase an offer or incentive that has been made available to you or learn more about an offer or incentive that has been made available to you, the participating Client may then contact you directly with the offer or incentive. Please see ReferralClix.com's Opt-In/Opt-Out Policy below to see your ability to exercise a cost free right to Opt-Out of ReferralClix.com's sharing of your personal information with Resorts and Affiliates. PLEASE NOTE THAT, IF YOU PROVIDE ANY PERSONAL INFORMATION DIRECTLY TO THE PARTICIPATING CLIENT ONCE IT HAS CONTACTED YOU WITH AN OFFER OR INCENTIVE, THE PERSONAL INFORMATION THAT YOU PROVIDE DIRECTLY TO THE PARTICIPATING CLIENT IS NOT COVERED BY THIS PRIVACY POLICY, BUT IS COVERED BY THE PRIVACY POLICY OF THE PARTICIPATING CLIENT.

As stated above, the "Non-Public Personal Information" and "Web Activity Information" you provide on pages of ReferralClix.com, including those that are co-branded with a third party (including tools that are hosted by a third party), may be shared with third-parties, including potential advertisers or participating Clients, on an aggregated basis, for market research purposes, and in these instances, your permission will not be requested since no personal data or "Personally Identifiable Information" will be shared or provided to these third parties. ReferralClix.com will, however, use commercially reasonable efforts to contractually require all such third parties to agree not to use any "Non-Public Personal Information" about you, in conjunction with other sources of information, or otherwise, to identify you.

5. ReferralClix.com's Opt-in/Opt-out Policy.

A. By participating as a Visitor or Member with the ReferralClix.com Service, and selecting the "I AGREE" button you acknowledge, understand and agree that immediately following this notice and your election to Opt-In, You are providing written instructions to ReferralClix.com under the FCRA authorizing ReferralClix.com to obtain information from your personal credit profile or other information from one or more of the credit bureaus. You are authorizing ReferralClix.com to obtain such information solely to determine your eligibility for offers from our participating Clients in order to prequalify you for various offers, incentives and rewards. Furthermore, ReferralClix.com may (i) provide to you for your review

offers and incentives of participating Clients; (ii) provide to participating Resorts your “Non-Public Personal Information” along with your name, email, phone number, physical address and any relevant demographic information, based on your answers to the Questionnaire, when you have chosen to “Buy Now” in response to an offer or incentive or when you have chosen to “Get More Information” regarding an offer or incentive that may be available to you from a participating Client; (iii) contact you in the event of a change in the ReferralClix.com Agreement, including this Privacy Policy, or to provide you with any Service related notices; and (iv) otherwise provide to you information directly from participating Clients in instances where you have specifically “opted-in” to receive it.

For purposes of this Privacy Policy, “opt-in” is generally defined as any affirmative action by a ReferralClix.com Member or Visitor to: (i) allow ReferralClix.com to obtain your personal credit information solely for the purposes described above or (ii) submit or receive information, as the case may be including, but not limited to, selecting “Buy Now” or “Get More Information”.

We currently provide the following “**Opt-Out Opportunities**”:

- i. At any time, you can follow a link provided in every email message (except for e-commerce confirmation or service notice emails) [received from ReferralClix.com] to unsubscribe from the Service.
- ii. At any time, you can contact us through privacyquestions@ReferralClix.com to unsubscribe from the Service and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Information with participating Resorts and Affiliates as described in this Privacy Policy.

Notwithstanding anything else in this Privacy Policy, please note that ReferralClix.com always reserves the right to contact you in the event of a change in the ReferralClix.com Agreement, including this Privacy Policy, or to provide you with any Service related notices.

At any time, you can “opt-out” of the Service by exercising one of the “Opt-Out” Opportunities” described above and ReferralClix.com will not share any “Personal Information” about you with participating Clients or Affiliates at any time after the time that you have opted-out. In addition, if you “opt-out”, ReferralClix.com will use reasonable efforts to request that each of its third-party participating Clients and its Affiliates delete from their servers the name and e-mail that they have obtained from ReferralClix.com in order to contact you after your confirmation of interest in a certain offer or incentive made available by that participating Client; HOWEVER, AGAIN, PLEASE NOTE THAT, in any case where (A)(i) you have inquired about an offer or incentive of a participating Client, (ii) such third-party participating Client has made the offer or incentive available to you and (iii) you have confirmed that you would like the offer or incentive from the participating Client and (B) ReferralClix.com has provided the participating Client with your name and e-mail address to contact you, any information that you then choose to provide directly to that participating Resort will be subject to that party’s privacy policy and not ReferralClix.com’s Privacy Policy.

If you have additional questions about how one of our participating Clients use information about you, we urge you to contact them directly.

6. Third Party Advertising and Links to other Sites.

ReferralClix.com may contain links to participating Client websites or service provider websites that are not co-branded or affiliated with ReferralClix.com in any way. We cannot be responsible for the privacy practices or the content of such non-ReferralClix.com websites, and we do not control the practices of any of our participating Clients or service providers to whose sites we link.

7. Access and Correction.

Should you need the ability to access, correct or change the “Personal Information” in your member portrait including contact information or other information you’ve provided to us, you will do so via the participating Clients website which will simultaneously take you to the ReferralClix.com Website. Please be advised that the participating Client is responsible for your login information and the terms and

conditions and privacy policy of that Client is applicable. Please be further advised that ReferralClix.com currently archives information it collects on its Members and Visitors.

8. How we protect and secure your “Personal Information”.

The importance of security for all “Personal Information” associated with our visitors and customers is of utmost concern to us.

First, as a Referrer, all of your Member Account “Personal Information” requires use of your password. We recommend that you do not share your password with anyone.

Second, we exercise all reasonable care in providing secure transmission of your “Personal Information” from your PC to our servers and ensuring the security of your information on our systems. For example, ReferralClix.com uses industry-standard tools, such as firewalls, in an attempt to make your information secure and confidential. ReferralClix also uses all reasonable efforts to keep all data in a secure environment at all times and according to commonly acceptable security standards for enterprise data, and in an environment that is at least as secure as that in which ReferralClix keeps its own confidential or proprietary data. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we take all reasonable steps to protect your information, ReferralClix.com can't ensure or warrant the security of any “Personal Information” you transmit to us or from our online products or services, and you do so entirely at your own risk.

9. Applicable Law.

We control and operate ReferralClix.com from the United States. ReferralClix.com is not intended to subject us to the privacy laws or jurisdiction of any state, country or territory other than that of the United States. Please note that we do not represent or warrant that ReferralClix.com is appropriate for use in any particular jurisdiction. Those who choose to access ReferralClix.com do so at their own initiative and are responsible for complying with all local laws, rules and regulations.

10. Compliance with Fair Credit Reporting Act.

ReferralClix is not a consumer-reporting agency (“Consumer Reporting Agency”) as defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) and any data services or information provided by ReferralClix to participating Clients or other third parties do not constitute “Consumer Reports” as that term is defined in the FCRA. ReferralClix will not use, or provide to participating Resorts, Visitor or Member data for any purposes enumerated in the FCRA in lieu of obtaining a Consumer Report.

Specifically, ReferralClix will not use or provide Visitor or Member data or authorize anyone else to use or provide Visitor or Member data, for the following purposes:

- i. in connection with establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a consumer;
- ii. for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee;
- iii. for any tenancy verification or in connection with any application to rent real property;
- iv. in connection with a determination of a consumer’s eligibility for a license or other benefit that depends on an applicant’s financial responsibility or status;
- v. as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with an existing credit obligation;
- vi. in connection with any information, service or product sold or delivered to a “Consumer” (as that term is defined in the FCRA) that constitutes or is derived in substantial part from a Consumer Report;
- vii. for any other purpose covered under the FCRA; or
- viii. for the preparation of a Consumer Report or in such a manner that may cause such data to be characterized as a Consumer Report. ReferralClix will not use any Visitor or Member data to take any “Adverse Action” (as that term is defined in the FCRA), which is based in whole or in part on Visitor or Member data, against any consumer.

11. Our Rights to Use Submission Data.

- i. In full or partial consideration for ReferralClix providing Visitors with the opportunity to receive and purchase offers, incentives or rewards from participating Clients we may

maintain in Our database a copy of the consumer name and postal address, or any other data that you submit through the ReferralClix Website (“Submission Data”). ReferralClix shall have the perpetual right to maintain, access, and use the Submission Data for our internal and commercial purposes, including for internal data indexing, data linkage and data inferencing (including making inferences about a data subject’s demographic and psychographic data), in order to improve the ReferralClix services and/or products. If you do not wish to provide, or do not have the authority to grant the above permissions, please contact us at privacyquestions@ReferralClix.com. and we may (at our discretion) approve your request.

- ii. Notwithstanding the above, we agree to never use the Submission Data to send unsolicited email or postal email to you or to provide or disclose the Submission Data to any unaffiliated third party (except in furtherance of this Agreement and/or for contractors operating under our direction who have signed non-disclosure agreements).

12. Changes to this Privacy Policy.

We will notify our Members when we make any significant changes to our Privacy Policy that affect the use of any Personally Identifiable Information we collect. We will not make new use of any “Member Information” which ReferralClix.com gathered from individual Members or Visitors prior to any such significant change in our Privacy Policy without first obtaining the Member's or Visitor's consent for any new uses.

In instances where we ask for your “Personal Information” and we tell you the data we are collecting on that page will be shared with unaffiliated third parties, and in cases where a Member or Visitor to ReferralClix.com opts-in to share his/her “Personal Information” with third parties, those disclosures and opt-ins will override anything to the contrary in this Privacy Policy.

In addition, ReferralClix.com reserves the right to make non-significant changes to our Privacy Policy that will not affect ReferralClix.com's use of a user's “Member Information” at any time without any notice to you other than posting any such changes in a revised Privacy Policy on ReferralClix.com.

We encourage you to periodically review our Privacy Policy to be sure you are familiar with the most current version.

The Privacy Policy will include the most recent date in which any revision has been made. Please note that this Privacy Policy is also incorporated into the ReferralClix.com Agreement.

11. Contact Information.

If you have questions about this Privacy Policy or anything else regarding our use or sharing of your Personal Information or information about ReferralClix.com, you can contact us at the following email address: questions@ReferralClix.com or mailing address: Attention: General Counsel 2275 Corporate Circle, Suite 160 Henderson, NV 89074.

12. Effective Date.

This privacy policy was last changed on May 10, 2013.