inCruises® by inGroup

MEMBERSHIP AGREEMENT

LEGAL

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inCruises® Membership Terms and Conditions

These Terms and Conditions set out the basis on which a Member may participate in the inCruises Membership program, and govern the use of their Membership:

I. DEFINITIONS

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

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

"1 for 1 Reward Points": means Reward Points that you receive in the amount of 1 Reward Point for 1 Dollar of value either through payment made for your Membership, or according to various promotions that inCruises may implement from time to time.

"2 for 1 Reward Points": means Reward Points that you receive in the amount of 2 Reward Points for 1 Dollar of value either through payment made for your Membership, or according to various promotions that inCruises may implement from time to time.

"Available Reward Points": means the number of Reward Points that are available for you to use to reduce the cost of booking a cruise or hotel/resort stay you book through the inCruises Website. Available Reward Point balances that exist in your 1 for 1 Reward Points account cannot be used together with Available Reward Point balances that exist in your 2 for 1 Reward Points account to pay for any reservation. Club Members can combine their 2 for 1 RPs to pay for a reservation they are both on.

"Benefits": means access to the various special products and services made available to Members, which Benefits shall be as published on the inCruises Website. Benefits may vary.

"Cruises": means any cruises you can book directly on our Website using Reward Points as per our guidelines contained in Paragraph 7.

"Affiliate": means a third party with whom inCruises has entered a contract wherein the third party provides Benefits to Members of the closed-user group program operated by inCruises.

"inCruises" or "We": means INGROUP INTERNATIONAL, LLC d/b/a INCRUISES INTERNATIONAL LLC, a Puerto Rico limited liability company, except that in the case of residents of Puerto Rico, it means INCRUISES PUERTO RICO LLC, a Puerto Rico limited liability company. The Company may process and accept your payment(s) via one or more entities as shown here: https://www.inCruises.com/payment_terms, and regardless of how your payment was processed, your contractual relationship is with INGROUP INTERNATIONAL, LLC d/b/a INCRUISES INTERNATIONAL LLC, except for residents of Puerto Rico who contract with INCRUISES PUERTO RICO LLC.

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

"Membership": means participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by inCruises through the Membership program, including the Reward Points program as described below.

"Membership Application": means this online Application Form that Members are required to fill out prior to being accepted by inCruises as a Member.

"Activation Fee": means the $100 payment that is required of all new Members in their first month of Membership in order to activate their Membership. It is also the $100 payment required to be paid when a Member reactivates their account. A Member will receive 100 1 for 1 Reward Points for payment of the $100 Activation Fee upon the initial payment of this fee and any time thereafter for reactivation of an account.

"Monthly Membership Payment": means the monthly payment made by a Member to start and maintain Membership in the program.

"Total Initial Payment": means the Activation Fee plus the initial Monthly Membership Payment made by a Member in their first month of Membership.

"Recurring Membership Payment": means the automated payment you may choose to set up to pay your Monthly Membership Payment to remain in the program.

"Website": means inCruises Website, **www.inCruises.com** or subdomains of that Website and any other websites, including subdomains through which inCruises 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. inCruises 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 inCruises, 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 inCruises. For compliance reasons inCruises does not accept a Membership Application from Polish residents.
4. To book a cruise or hotel/resort stay offered through your inCruises Membership, you must be an active Member for 15 days after activation or reactivation of your Membership. You must also be one of the passengers or guests booked in the stateroom or hotel/resort room where Reward Points are used to book the cruise or hotel or resort stay. Separate booking conditions of individual cruise lines or hotels and resorts may apply. Please read all the terms and conditions of these cruise lines and hotels and resorts.

5. **Membership Payment.** If paying by credit or debit card, PayPal, a Crypto-currency, e-Wallet or ACH/Bank Debit (hereby called "Payment Methods") you hereby certify that the account used to make payment is held in your name, or that you are an authorized user of the account. You hereby authorize inCruises to charge your Payment Methods identified in your Application, or advised to inCruises from time to time, with the Monthly Membership Payment . You agree to submit to any payment verification protocols that are requested by inCruises in order to verify your payment. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Total Initial 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.** Members, 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 Reward 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 Reward Points, and only eligible payments refunded. Payments eligible for a refund are those payments made within fourteen (14) days prior to a refund request. Any payments made prior to this fourteen (14) day period will not be eligible for a refund. A charge against any applicable refund will be made for any chargeback fees incurred by inCruises.

7. **Reward Points Program.** All Members will have two Reward Points accounts: a 1 for 1 Reward Points account and a 2 for 1 Reward Points account. The 2 for 1 Reward Points account is established and grows by payment of the Monthly Membership Payment. For every **ONE** dollar in paid Monthly Membership Payments, the Member is given **TWO** Reward Points. The Reward Points can be applied to book any of the available cruises or hotels and resorts on our website 15 days after activation or reactivation of the Membership. Reward Points are not transferable. Reward Points can only be used by the Member on a cruise they are a passenger of, or a hotel/resort where they will be staying, and for which the Reward Points were used to book the stateroom or guest room they are traveling or staying in.

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

   If a Member misses a Membership payment for three (3) consecutive months, the Member's 2 for 1 Reward Points account will be converted to 1 for 1 and added to the Member's 1 for 1 Reward Points account. Accordingly, the Member will lose the benefit of the 2 for 1 Reward Points provided for each dollar of Monthly Membership Payments paid. When booking a cruise, the Member may not mix the two Reward Point balances to pay. You must use either the 1 for 1 Reward Points balance or the 2 for 1 Reward Points balance. Use of Reward Points is subject to the additional conditions as described below:

   a) Cruises and hotel/resort stays must be booked through our Website and Reward Points can only be used for cruise fare(s) or hotel/resort room fees quoted and confirmed at booking, including port charges and applicable government taxes and fees.

   b) Reward Points may not be used to pay for flights, stateroom or guest room upgrades after a confirmed booking, travel insurance, processing fees, cancellation fees, name change

fees or fees of any kind related to the cruise 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 cruise or hotel/resort stay available on our Website and we will automatically use their available Reward Points to reduce the cost of the booking.

d) inCruises Members may use 100% of their Reward Points balance to pay for a cruise or hotel/resort stay up to an amount that will be assigned by inCruises for each booking.

e) The amount of Reward Points that may be used for each booking is the decision of inCruises.

f) A Member who is active can book a cruise using their 2 for 1 Reward Points up to 50% of the total retail price of that cruise. A Member that is not active, and has not yet reached the 90 day period when the Member's 2 for 1 Reward Points are converted to a 1 for 1 amount, may not book a cruise until such time as that Member's Reward Points are finally determined to remain as 2 for 1 due to the Member making the appropriate invoice payment, or finally converted to a 1 for 1 amount after the 90 day period is complete. The Member who pays the invoice during the 90 day period to maintain a 2 for 1 Reward Points status may immediately book a cruise without any waiting period.

g) inCruises Members must be active paying Members through the entire booking and embarkation process where 2 for 1 Reward 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 cruise for which 2 for 1 Reward Points were used to book the cruise. If a Member fails to make Monthly Membership payments after booking the cruise and before embarkation, and consequently their account goes into Pending or Inactive status, inCruises has the right to cancel the cruise, and reimburse/refund all 2 for 1 Reward Points as 1 for 1 Reward Points and also refund partial payment(s) that may have been made to make the booking possible, less any cancellation fees charged by the cruise line.

h) Members with only 1 for 1 Reward Points may book cruises, as well as hotels and resorts using those Reward Points in an amount that is determined by inCruises and displayed in the inCruises booking engine for each booking.

i) Some inCruises Members who also participate in the inCruises Partnership program may use their 2 for 1 Reward Points balance for cruise bookings in an amount greater than 50% of the price of the booking and up to 100% of the price based on incentives that are set by inCruises from time to time as explained in the inCruises Incentive Program Overview and Guide. Please check these relevant documents for more details.

j) Members may book only one cruise using 2 for 1 Reward Points at a time. Upon disembarkation from a cruise, a Member may then book the next cruise using 2 for 1 Reward points but not before that time. Members may book multiple cruises using 1 for 1 Reward Points.

k) ALL CRUISE SALES AND HOTEL/RESORT STAY SALES ARE FINAL. REFUNDS AND NAME CHANGES ARE NOT ALLOWED.

8. Reactivation. If you miss a Membership payment for three (3) consecutive months, the Reward Points in your account will be converted to a 1 for 1 ratio by reducing the amount in your 2 for 1 Reward Points account by 50% and added to your 1 for 1 Reward Points account. Consequently, you will lose the benefit of the 2 for 1 Reward Points provided for each dollar of your Monthly

Membership Payments paid. In order to reactivate your account, you must pay the $100 Activation Fee plus the Monthly Membership Payment of $100 for a total payment of $200, and continue paying the Monthly Membership Payment. You will receive 200 2 for 1 Reward Points for the $100 Membership Payment paid upon reactivation of your account plus 100 1 for 1 Reward Points for payment of the Activation Fee.

9. **Expiration of Reward Points.** Reward Points do not expire, subject to the 1 for 1 status of an inactive account Reward Points balance, or the 2 for 1 status of an active account Reward Points balance as set forth in paragraph 7.

10. **Cruise Pricing.** Cruise Prices are typically quoted per person double occupancy. Some cruise lines offer incentives.

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: inCruises International: St. 1- Lot #3, Suite 500 (Metro Office Park 3) Guaynabo, Puerto Rico 00968-1705 or by opening an online support ticket at **https://www.inCruises.com/support; (ii)** terminated by inCruises by sending in writing, a notice of cancellation of your Membership to you by certified mail at the address held on file by inCruises for you, or by email to the email address held on file for you at the date of the notice. (Notice to inCruises 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 inCruises at least five (5) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than five (5) 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 inCruises. 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 14 business 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 A TELEGRAM TO:

inCruises International LLC
St. 1- Lot #3, Suite 500 (Metro Office Park 3)
Guaynabo, Puerto Rico 00968-1705

NOT LATER THAN MIDNIGHT OF 14 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: _____

Alaska Residents: If you are a resident in Alaska, you may cancel your Membership without penalty or obligation within five (5) business days of the date of acceptance of your application and receive a full refund.

Kentucky Residents: MEMBER'S RIGHT TO CANCEL. KENTUCKY LAW GIVES YOU THREE (3) DAYS TO CANCEL YOUR AGREEMENT WITH US. If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to the Company. Certified mail would provide greater protection than first-class mail, but is not necessary.

If you deliver the notice personally, you are entitled to a receipt. Your notice must make known that you do not wish to be bound by the contract. If the notice is delivered or mailed before midnight of the third business day after you sign this contract, you are entitled to a refund of the entire consideration paid for the contract. The notice must be delivered or mailed to: inCruises International: St. 1- Lot #3, Suite 500 (Metro Office Park 3) Guaynabo, Puerto Rico 00968-1705 If you cancel, the club is required to return, within ten (10) days of the date on which you give notice of cancellation, any payments you have made.

Missouri Residents: Assuming you have returned to inCruises all materials delivered to you at closing, you have the right to rescind this transaction for a period of three (3) business days after the date of this Agreement. To exercise the right of rescission, you must deliver to inCruises, either in person or by first-class mail postmarked within the three-business-day period, at the address referenced in this contract, a written statement of your desire to rescind this transaction, and all materials of value that were provided and given to you at the time of the purchase of your inCruises Membership.

Nevada Residents: The buyer may cancel the contract for Membership by giving inCruises written notice of cancellation within 3 business days after he receives a copy of the contract. The notice must be delivered in person or by mail postmarked by midnight of the third business day. inCruises shall return all money paid by the buyer within 15 days after it receives the notice of cancellation.

Puerto Rico Residents: You may cancel this Agreement without penalty or obligation within seven days of the date of the Agreement and receive a full refund.

Virginia Residents: If you are a resident of Virginia, you may cancel your Membership until midnight of the seventh (7th) calendar day after execution of this contract. If the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel the travel service agreement shall expire on the day immediately following that Sunday or legal holiday. Within forty-five days after notice of cancellation is received, inCruises shall refund to you any payments made by you pursuant to this agreement. However, inCruises may retain payments made for specific travel services utilized. The refund may be made by crediting your credit card account if a credit card was used to make a payment and if inCruises informs you in writing that the credit card account has been credited.

Washington Residents: Purchaser's right to cancel: You may cancel this contract without any cancellation fee or other penalty, or stated reason for doing so, by sending notice of cancellation by certified mail, return receipt requested, to inCruises at the address indicated below. The notice must be postmarked by midnight of the seventh calendar day following the day on which this contract is signed by you or the day any Membership card and all Membership materials are received by you, whichever is later. The day on which the contract was signed is not included as a "calendar day", and if the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel this contract expires on the day immediately following that Sunday or legal holiday.

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

By Mail International:
inCruises International LLC
St. 1- Lot #3, Suite 500 (Metro Office Park 3)
Guaynabo, Puerto Rico 00968-1705

I HEREBY CANCEL THIS TRANSACTION:

(Date) _____ (Purchaser's Signature) _____

(Printed Name) _____ (Purchaser's Address) _____

Wisconsin Residents: If you are resident in Wisconsin, you may cancel your Membership within three (3) months or within three (3) days of your first purchase of goods or services through the program, whichever occurs first. If you are a resident in Wisconsin and cancel within the first fifteen (15) days of acceptance of application, you receive a full refund of your Initial Membership Fees or if you cancel within three (3) months of acceptance of application or within three (3) days of you first purchase (whichever occurs first), you will be entitled to a pro-rata refund of your Initial and Monthly Membership Fees, without deduction for benefits received.

Japan Residents: You may cancel this Agreement at any time within 20 days from the date of enrollment.

Notwithstanding the cancellation periods set out above, you may still cancel your Membership, providing it is within fourteen (14) days of your application to become a Member, and receive a full refund of the amount paid to inCruises in connection with your Membership, in accordance with inCruises refund policy. If inCruises chooses to make a refund to you, it shall not be responsible for any other costs incurred by you in connection with the cancellation of your Membership and/or booking.

12. inCruises 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. inCruises 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; inCruises does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities.

14. You agree that it is your responsibility to choose which Benefits you use and the cruises 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 14-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 inCruises 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. Cruises 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. inCruises 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 Reward Points, without the prior written consent of inCruises. 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 Partner 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 Partner 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 inCruises.

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 inCruises, 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 inCruises 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 inCruises 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 inCruises, 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 inCruises 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 inCruises, 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 inCruises, 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 inCruises intends to provide the Benefits, including usage of the Reward Points for cruise and/or hotel/resort bookings, there is no guarantee that these Benefits can be realized. The inCruises model is dependent on several factors that are not controlled by inCruises, 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 inCruises, as well as relationships with banking and finance entities which can impact our ability to collect funds from Members and pay invoices for cruises 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 inCruises to transfer and disclose personal or confidential information which you have provided to inCruises in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors, and to inCruises' independent sales representatives and to applicable governmental or regulatory bodies, if and only if required by law. You consent to inCruises 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 inCruises by you from time to time.

26. These Terms and Conditions and the relationship between You and inCruises will be governed by the laws of Puerto Rico. You and inCruises shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Cruise, Services sold by us, our Privacy Policy, Credit Card charges, inCruises Website, any literature or materials concerning inCruises, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in San Juan, Puerto Rico and presided over by one (1) arbiter. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute. You and inCruises agree to submit to the personal jurisdiction of the federal and state courts located in San Juan, Puerto Rico, with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. You and inCruises agree that the exclusive venue for any and all legal proceedings that may arise inconnection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in San Juan, Puerto Rico, and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agree not to assert, by way of

motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that **(i)** he, she or it is not subject to the jurisdiction of such court, **(ii)** the venue is improper, or **(iii)** this agreement or the subject matter hereof may not be enforced in or by such court. **YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND inCruises 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, inCruises' Website or any literature or materials concerning inCruises, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

28. **IN NO EVENT SHALL inCruises 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 inCruises 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 inCruises' TOTAL AGGREGATE LIABILITY TO MEMBER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE MEMBER TO inCruises UNDER THIS AGREEMENT. inCruises 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 inCruises RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, inCruises 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 inCruises ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS.**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, inCruises 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 inCruises. 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 inCruises 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 inCruises 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 inCruises regarding, resulting, or arising from Member's utilization of their Membership benefits or Member's performance of this Agreement.

31. The Membership Application Form and these Terms and Conditions constitute the entire contract between you and inCruises relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these documents are of no force or effect.

32. Any waiver by inCruises of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of inCruises. Waiver by inCruises of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.

33. If any provision or portion of a provision in this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Member and inCruises agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

III. ACCEPTANCE OF TERMS

34. You hereby authorize inCruises 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.