

MEMBERSHIP AGREEMENT



NOTE: All monetary values referenced in this document are in United States Dollars (\$USD)

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:

“Insider Pricing”: is a benefit of maintaining an Active Membership that provides a set savings % off the retail price on Cruise, Hotel, and Resort bookings. This benefit is available with all membership plans, including STARTER, CLASSIC, and PREMIUM according to the terms established for each individual plan and the terms detailed in section 7.2.

“Reward Points” (RPs): credits awarded to Members for use towards purchasing products or services offered by inCruises. RPs are not a form of currency and have no cash value outside of the inCruises system. They cannot be redeemed for cash and are not an investment. inCruises is not a bank or financial institution. RPs can only be used to reduce the cost of cruises, hotels, or resorts booked through the inCruises website. The number of RPs that can be applied to a specific booking depends on the type of travel, the Member’s Membership Plan, Partner Rank status, and whether the Member is Active or Inactive. Full details on RP awards and usage can be found in Section 7.1.

“Available Reward Points”: means the number of Reward Points that are available for Members to use to reduce the cost of booking a cruise or hotel/resort stay booked through the inCruises Website. For Active and Inactive Members, available Reward Point balances will be shown in their account. Up to two Members can combine available Reward Points up to the allowable amount for a specific booking 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.

“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 the Benefits offered as defined in a particular Membership plan.

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

“Membership Plan”: means the plan or category the Member has signed up for.

“STARTER Member”: means a Member who pays for the STARTER Membership Plan. See specific terms below.

“CLASSIC Member”: means a Member who pays for the CLASSIC Membership Plan. See specific terms below.

“PREMIUM Member”: means a Member who pays for the PREMIUM Membership Plan. See specific terms below.

“Activation Payment”: refers to the one-time payment required when a Member activates or upgrades their Membership. The amounts are detailed in the terms of each individual plan. Whenever required the payment is non-refundable outside the initial 14-day money-back guarantee period or the refund rules of your country or place of residency.

“Monthly Membership Payment”: refers to the monthly payment that a Member is required to make to maintain active status in the inCruises Membership program. The Monthly Membership Payment amount is determined by the specific Membership plan the Member is enrolled in (STARTER, CLASSIC, or PREMIUM). Payments must be made within 30 days of receiving the invoice to retain an active Membership status and maintain the privileges therein.

“On-Time Payment”: refers to a Monthly Membership Payment made within five (5) days of invoice date. Members who make an On-Time Payment are eligible to earn additional benefits as detailed in the terms of the specific Membership plans.

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

“Recurring Billing”: refers to an automated payment system where a Member's Monthly Membership Payment and Partner renewal payments will be automatically charged to their established payment method as invoices are received. This ensures that payments are made regularly and on time without requiring manual input from the Member.

“Active Member”: a Member who has made their required monthly Membership Payment within 30 days of receiving their invoice. Active Members maintain access to all Membership benefits, including INSider Pricing, Reward Points accumulation, and the ability to use Reward Points to reduce the price of cruises, hotels, and resorts according to their plan and Partner Status. Staying Active is essential for maximizing the value of the Membership and retaining full access to the program's exclusive benefits.

“Inactive Member”: a Member who did not make their required monthly Membership Payment within 30 days of receiving their invoice. Inactive Members lose access to Active Member benefits, including INSider Pricing and the ability to use Reward Points to reduce the retail price of cruises to

the maximum allowable % for Active Members. When Members go inactive, the number of Reward Points they have reverts to the unused net paid in contribution. They can still use these points to reduce the price of cruises, hotels, and resorts, up to an amount decided by inCruises. Inactive Members do not accumulate new Reward Points and are unable to book with Insider Pricing until they reactivate their Membership by making the necessary payment.

“Pending Member”: a Member who has received an invoice for their monthly Membership Payment but has not yet made the payment. Pending Members are in a temporary status that allows them to retain the Reward Points they received for paying on-time and Reward Points Awarded through the Membership Free incentive for up to 30 days from the date of invoice date. If the payment is made within this period, they move to active status. However, if the payment is not made within 30 days, they will become inactive.

“Membership Free Incentive”: means an incentive for inCruises Partner Members and Partners that allows them to have \$100 of their membership payment waived by referring enough paying members to meet a specific threshold in monthly production. This incentive makes it possible to earn 200 Reward Points without making a Membership Payment. For more details, see specific terms and conditions in the [Independent Partner Agreement](#) and the [INcome and INcentive Guide](#).

“Net Paid-In Contribution”: refers to the total amount a Member has paid in regular Membership and Activation payments. It excludes doubled Reward Points received from making on-time payments, or Reward Points earned through the Membership Free Incentive. It represents the actual, net out-of-pocket contributions made by a Member toward their Membership.

“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.

The following Terms and conditions apply to Active Paying Members:

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. Your Membership Plan options are STARTER, CLASSIC and PREMIUM and the terms for each plan are below.

STARTER Membership Plan Terms:

Total Initial Payment: \$50 (\$0 Activation Payment, \$50 Monthly Membership Payment)

Monthly Membership payment: \$50

- Payments must be paid within 30 days of invoice date to maintain Active STARTER Member Benefits

Benefits:

- Access to INSider Pricing:
 - 2 bookings in 12 months
- Earn 50 Reward Points for each \$50 monthly payment.
- Receive 50 Reward Points upon Member registration.
 - STARTER Members can use Reward Points to reduce cruise prices by up to 50%. They can also use Reward Points to reduce hotel, and resort bookings by up to 17%.

Special Complimentary Upgrade Possibility:

- Upon making 4 consecutive on-time monthly Membership payments, STARTER Members become eligible for a \$100 complimentary upgrade waiver which can be applied to an upgrade to the CLASSIC or PREMIUM Plan

The STARTER Plan is subject to additional conditions described below:

- The STARTER membership plan is only for new Members. Current Members cannot downgrade to a STARTER plan.
- Active STARTER Members Can upgrade to a CLASSIC or PREMIUM plan at any time by paying the indicated Activation Requirements.
 - Upgrades happen immediately at the time of the upgrade and the invoicing schedule will be set from that date.
- Only one STARTER Plan can be used per account. A STARTER Member who goes inactive can only reactivate as a CLASSIC or PREMIUM.

CLASSIC Membership Plan Terms:

Total Initial Payment: \$200 (\$100 Activation Payment and first month's \$100 CLASSIC Membership Payment)

Monthly Membership payment: \$100

- Payments must be paid within 30 days of invoice date to maintain Active CLASSIC Member Benefits

Benefits:

- Access to INSider Pricing:
 - 5 bookings in 12 months.
- Earn 350 Reward Points upon registration/ Activation.
 - 50 RP's for Registration, 100 RP's for Activation, 200 RP's for first on-time classic Monthly Membership Payment.
- 200 Reward Points earned for each on-time \$100 monthly Membership payment made
- 100 Reward Points for payments made between 6 and 30 days of invoice date.
- CLASSIC Members can reduce the retail price of cruises by up to 50% using Reward Points.
- CLASSIC Members can reduce the retail price of inStays bookings by up to 17% using Reward Points.

The CLASSIC Plan is subject to additional conditions described below:

- Active or Pending CLASSIC Members may upgrade to Premium at any time by making a one-time \$250 PREMIUM Activation Payment and the first \$250 PREMIUM Monthly Membership Payment.
 - Upgrades will take effect immediately at the time of the upgrade and the invoicing schedule will be set according to this upgrade date.

PREMIUM Membership Plan Terms:

Total Initial Payment: \$500 (\$250 Activation Payment, \$250 Monthly Membership Payment)

Monthly Membership payment: \$250

- Payments must be paid within 30 days of invoice date to maintain Active PREMIUM Member Benefits

Benefits:

- Access to Insider Pricing:
 - Unlimited bookings annually
- Earn 800 Reward Points upon registration/ Activation.
 - 50 RP's for Registration, 250 RP's for Activation, 500 RP's for first on-time classic Monthly Membership Payment.
- 500 Reward Points earned for each on-time \$250 monthly payment made within 5 days of invoice date.
- 250 Reward Points for Monthly Membership payments made between 6 and 30 days of invoice date.
- PREMIUM Members can reduce the retail price of cruises by up to 50% using Reward Points.
- PREMIUM Members can reduce the retail price of inStays by up to 17% using Reward Points.
- PREMIUM Members can book from the exclusive suite of premium Cruise, hotel, and resort providers.

The PREMIUM Plan is subject to additional conditions described below:

- Active PREMIUM Members can downgrade to the CLASSIC Plan one time in an account lifetime
 - Downgrades take effect immediately and Monthly Membership payments will be adjusted on the next invoice received.

4. Booking Timelines. 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 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 Payment 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 outside of (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.

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

7. Reward Points and Insider Pricing Terms:

7.1 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. Members can only use Reward Points to book a cruise they will be a passenger of or a hotel/resort where they will be staying. Cruises booked with Reward Points must normally be made 90 days in advance of embarkation unless stated otherwise. Reward Points are awarded according to the Terms established for each specific plan when Activation and Monthly Membership Payments are made. Partners and Partner Members can also be awarded Reward Points in connection with incentives and contests as defined by inCruises.

If a Member goes inactive by failing to pay their Monthly Membership Payment within 30 days of invoice date any remaining Reward Points that were awarded due to doubling as a result of on-time payments or the Membership Free Incentive as defined will be lost, and only the reward points based on the net paid-in contribution as defined will remain. Inactive members can still use these points to reduce the price of cruises, hotels, and resorts by up to a % defined by inCruises. These Reward Points do not expire.

From time to time, inCruises may offer a promotion or other program whereby Reward Points are given to a Member or Partner 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.

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) 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.
- d) The amount of Reward Points that may be used for each booking is based on factors determined by inCruises and may vary depending on the type of travel, the Membership Plan, Partner Rank status, and the Member's Active or Inactive status.
- e) inCruises Members must be active paying Members through the entire booking and embarkation process where 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 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 booking. Reward points used and partial payments (out-of-pocket) that may have been made to make the booking possible, will not be eligible for a refund.
- f) Some inCruises Members who also participate in the inCruises Partnership program may use their Reward Points balance to reduce the retail price of cruise bookings in an amount greater than 50% of the price of the booking and up to a % of the price based on incentives that are set by inCruises as explained in the inCruises Incentive Program Overview and Guide. Please check these current documents for more details.
- g) Members may book only one cruise at a time using Reward Points. Upon disembarkation from a cruise, a Member may then book the next cruise using Reward Points but not before that time. Members may also book multiple cruises using INSider Pricing.

7.2 INSider Pricing can be used to book any of the available cruises or hotels and resorts on our website 15 days after activation or reactivation of the Membership. Cruise bookings can be made with INSider Pricing as few as 21 days before embarkation. Members can only book a cruise using INSider Pricing that they will be a passenger of or a hotel/resort where they will be staying. If a Member is pending or inactive, they cannot book using INSider Pricing.

INSider Pricing bookings are subject to the additional conditions as described below:

- a) Cruises and hotel/resort stays must be booked through our Website and 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) The set % of savings available through INSider Pricing is determined by inCruises and may change at any time.
- c) inCruises CLASSIC and PREMIUM Members must be Active paying Members through the entire booking and embarkation process where INSider Pricing is used. Once a booking is confirmed, the Member must remain as an active paying Member at least through the embarkation process of the cruise booked with INSider Pricing. 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 booking. Payments (Out of Pocket) made to make the booking, will not be eligible for a refund. NOTE: Starter Members are not required to meet this requirement.

- d) Members may have multiple simultaneous active bookings made with INSider Pricing up to the amount of bookings allowed by their specific Membership plan.
8. **Reactivation Payment.** If a Member does not make a payment within 30 days of invoice date their account will be turned to inactive status. Consequently, they lose access to INSider Pricing and their Reward Point Balance will be reduced to the remaining net paid in contribution as defined. In order to regain INSider Pricing access and begin accruing Reward Points again, an inactive Member must pay a Reactivation payment which is the equivalent of a Total Initial payment for a CLASSIC or PREMIUM Plan (one can not reactivate a STARTER plan). However, any stored Reward Points in an inactive account will not be returned to an Active account. They remain stored and would only become available in the event an account turns inactive again.
9. **Expiration of Reward Points.** Reward Points usage is subject to the terms of an Active or Inactive account, but they do not expire.
10. **Cruise Pricing.** Cruise Prices are typically quoted per person double occupancy.
11. **Cancellation of Membership.** Your Membership shall remain in effect at our sole discretion and can be (i) terminated by you by sending, in writing, a notice of cancellation of your Membership to: 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 in connection 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.**

III. ACCEPTANCE OF TERMS

- 29.** 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.
- 30.** 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.
- 31.** 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.