

Terms and Conditions

EXTREME SAVINGS TRAVEL CLUB

The Extreme Savings Travel Club is a discount travel program that offers its members travel agency rates on all reservations requested through the member's back office and Travel Rebates based on the commissions earned by the travel agency on the reservation. (50% of the commissions earned by the travel agency on the travel reservation will be deposited into the member's Travel eWallet within 3 business days after the travel agency receives the commissions. Commissions could take up to and in some cases more than 90 days to be received by the travel agency.)

The member can use the funds in their Travel eWallet to go towards future travel reservations or the member can request a cash transfer at 80% of the value in the Travel eWallet.

All Travel eWallet withdrawals are processed the same day of request and a check is mailed out to the member the following business day.

Commissions vary for the travel agency on all reservations. The following estimates are only used as an approximate example of commissions by category:

Hotel – 10%

Car Rental – 5%

Cruises – 16%

All Inclusive – 10%

NOTE: There are **NO COMMISSIONS** paid to travel agencies on airfare

Our members will also receive Condo deals at wholesale rates.

The Extreme Savings Travel Club is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your processing of the member application constitutes your agreement to all such terms, conditions, and notices.

MEMBER ENROLLMENT PROCESS

Extreme Savings Travel Club offers its members an opportunity to try the Extreme Savings Travel Club before you buy it. Members can join for free for 30 days to test the travel club to see if this is something they want to participate in. For 30 days the member will receive all of the benefits of a paid member. If you do not upgrade your Free Membership to the Premier membership by setting up the \$75 annual Travel Club membership within 30 days, your member benefits will be that of a FREE member starting on day 31.

(Free members have access to our reservation department where they'll get guaranteed best price on their reservations but they won't get Travel Rebates. A FREE Member can upgrade at anytime to the Premier member by paying the \$75 annual membership fee.)

100% MONEY BACK GUARANTEE

Extreme Savings Travel Club offers its members a 30 day 100% money back guarantee. The member can request their money back at any time within 30 days of their payment being processed.

THERE ARE NO PARTIAL REFUNDS!

If the member wished to request a refund within the time frame allowed, they must email support@extremesavingstravelclub.net and request the refund. Once the member returns the membership card, Extreme Savings Travel Club will issue the refund.

MODIFICATION OF THESE TERMS OF USE

Extreme Savings Travel Club reserves the right to change the terms, conditions, and notices under which the Extreme Savings Travel Club is offered, including but not limited to the charges associated with the use of the Extreme Savings Travel Club.

LINKS TO THIRD PARTY SITES

The Extreme Savings Travel Club Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Extreme Savings Travel Club and Extreme Savings Travel Club is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Extreme Savings Travel Club is not responsible for webcasting or any other form of transmission received from any Linked Site. Extreme Savings Travel Club is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Extreme Savings Travel Club of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Extreme Savings Travel Club, you warrant to Extreme Savings Travel Club that you will not use the Extreme Savings Travel Club or the Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Extreme Savings Travel Club or Web Site in any manner which could damage, disable, overburden, or impair the Extreme Savings Travel Club or Web Site or interfere with any other party's use and enjoyment of the Extreme Savings Travel Club. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Extreme Savings Travel Club.

USE OF COMMUNICATION SERVICES

The Extreme Savings Travel Club Web Site and or affiliated social media sites established by Extreme Savings Travel Club may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Extreme Savings Travel Club has no obligation to monitor the Communication Services. However, Extreme Savings Travel Club reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Extreme Savings Travel Club reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Extreme Savings Travel Club reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Extreme Savings Travel Club's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Extreme Savings Travel Club does not control or endorse the content, messages or information found in any Communication Service and, therefore, Extreme Savings Travel Club specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. IBOs marketing the Extreme Savings Travel Club are not authorized Extreme Savings Travel Club spokespersons, and their views do not necessarily reflect those of Extreme Savings Travel Club.

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Extreme Savings Travel Club does not claim ownership of the materials you provide to Extreme Savings Travel Club (including feedback and suggestions) or post, upload, input or submit to any Extreme Savings Travel Club's Social Media Web Sites (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Extreme Savings Travel Club, its affiliated companies and necessary IBOs permission to use your Submission in connection with the operation of their marketing businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LIABILITY DISCLAIMER

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SERVICE CONTACT: support@extremesavingstravelclub.net

TERMINATION/ACCESS RESTRICTION

Extreme Savings Travel Club reserves the right, in its sole discretion, to terminate your access to the Extreme Savings Travel Club and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Iowa, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Scott County, Iowa, U.S.A. in all disputes arising out of or relating to the use of the Extreme Savings Travel Club. Use of the Extreme Savings Travel Club is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Extreme Savings Travel Club as a result of this agreement or use of the Extreme Savings Travel Club. Extreme Savings Travel Club's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Extreme Savings Travel Club's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Extreme Savings Travel Club or information provided to or gathered by Extreme Savings Travel Club with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Extreme Savings Travel Club with respect to the Extreme Savings Travel Club and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Extreme Savings Travel Club with respect to the Extreme Savings Travel Club. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

Product Abandonment. An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 30 days from the date of order, we reserve the right to determine the final outcome of the order and you release us from any further obligation or liability.

Returned Checks. All checks returned by your bank for insufficient funds will be re-submitted for payment. Where lawful, a US \$35.00 returned check fee will be charged to your account. After receiving a returned check from you or your Customer, all future orders must be paid by credit card, money order, or cashier's check. Any outstanding balance owed us by you for Non-Sufficient Fund checks and returned check fees will be

withheld from your account, though our failure to withhold does not relieve you of your obligation to pay. The fee is due upon placement of the debt on your account with us.

Restrictions on Third Party Use of Credit Cards and Checking Account Access. You may not facilitate any i-Club BIZ purchase using a credit card or payment method other than your own unless we have on file an official i-Club BIZ Authorization Letter prior to the transaction. The form authorization letter is found in the Document Library of your Back Office.

Autoship. The i-Club BIZ offers many different products. The Autoship program is a convenience for our Customers.

Cycle. Your order will be processed on the same day of the month – quarter – thirds – year. (Depending on which autoship you sign up for).

Autoship Status. You may modify, deactivate, or reactivate your Autoship at any time from your back office. However, any modification or cancellation must be submitted at least three (3) business days prior to the next recurring date. Requests made after that may not be effective until the following processing date.

Travel Wallet and Travel Dollars. The Member can use the funds in their Travel eWallet (at i-Club BIZ discretion) to pay for travel related purchases that are booked and paid through the Extreme Savings Travel Club with the exception of airfare. The Member **cannot** use their Travel dollars to pay for airfare.

Travel Dollars in the Travel Wallet will not expire within the first year. The company reserves the right to flush unused Travel eWallet dollars after one year at its discretion.

The company will transfer the Travel Dollars in the member's Travel eWallet to the member's iPayout eWallet, or the member's cash eWallet, or send a check to the member after the requirements have been met to receive the travel dollars in the member's Travel eWallet.

Only Active Travel Club Members receive Travel eWallet deposits.

The Travel Dollars deposited in the Travel eWallet are not transferable.

The Company will collect and remit sales tax based on the retail price of products purchased by you unless otherwise required by law. The sales tax is based upon the tax rate in the jurisdiction to which the Product is shipped. For your retail sales, if you submit to us a current Sales Tax Exemption Certificate (STEC) from your resident state, we will not charge or collect sales tax on your orders shipped to that state unless prohibited by law. You will be responsible for tracking and reporting all sales and sales taxes due for retail sales. Sales tax on orders placed before we receive a STEC will not be reimbursed. If you provide us a STEC, you agree to indemnify and hold i-Club BIZ harmless from any liability that i-Club BIZ incurs as a result of your failure to collect or remit sales taxes. If an i-Club BIZ business is tax exempt, the Federal tax identification number must be provided to i-Club BIZ.

RETURN OF PRODUCT—NO TERMINATION. If you are not 100% satisfied with our Products, you may return them for a refund if neither you nor we have terminated the Agreement and the Products were purchased within thirty (30) days and are in resalable condition. The refund shall be 100% of the purchase price. Shipping and handling charges incurred by you when the Products were purchased will not be refunded.

REFUSED PRODUCTS. If you order Products and then refuse delivery, your order is subject to the restocking fee and other procedures for returns herein, and we may charge you for the return shipping costs.

REFUND PROCEDURES. To receive a refund, you must comply with the following:

- a. Obtain a Return Merchandise Authorization (RMA) number by calling the IBO Services department. This RMA number must be written on each carton returned. RMA's are valid for 30 days from the date of issue.
- b. Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement. All returns must be shipped to i-Club BIZ pre-paid. i-Club BIZ does not accept shipping collect packages. The risk of loss in shipping for returned Product shall be borne by you. If returned Product is not received by the Company's Distribution Center, it is your responsibility to trace the shipment.
- c. If you are sending Product that was returned to you by your Retail Customer, the Product must be received by us within ten (10) days from the date on which your Retail Customer returned the Product to you and it must be accompanied by a copy of the sales receipt you gave to the Customer at the time of the sale.