



## MWR Travel Advantage™ Plan Terms & Conditions

This program is provided to you by MWR Marketing, S.A. (“MWR Life” and the “Company”). Our goal and commitment is to make your customer experience as successful and satisfying as possible, and to help you get the full value from this program. We look forward to helping you save. The following are the terms and conditions for the Travel Advantage™ Program (the “Site/Program”). By using the Site, and/or enrolling in the Program, and/or enrolling in a Program Preview, as defined herein, you agree to be bound by all of the terms in these Terms and Conditions (the “Agreement”).

The Program reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Please read this carefully and if you have any questions, or if this Agreement does not conform to your understanding of the Program, please email our Customer Service Department at [support@mwrlife.com](mailto:support@mwrlife.com).

**Access.** The Program hereby grants you a non-transferable, limited right to access, use and display the Site/Program for your personal, non-commercial use, provided you comply fully with the provisions of these Terms & Conditions.

### **Travel Advantage™ (Guest, VIP, Plus, Pro and Elite) Membership Benefits.**

Your travel savings membership provides specific savings off the retail prices for hotels, flights, cruises, car rentals and other travel products and services (the “Products”). By accessing your membership, you agree to abide by this Terms of Use policy (“Policy”). This Policy, which is also posted on the Website, may change from time to time. You also agree to abide by the posted terms and conditions for each Product offered on the Website (“Product Terms”). Product Terms may also appear on your purchase confirmations. Product Terms vary and are subject to change by Product providers. Full program details and benefits can be found at <https://www.mwrlife.com/Content/GuestMember/pdf/TA-Memberships-EN.pdf>. Redeemed Travel Credits and Loyalty Points are non-refundable.

### **GENERAL TERMS:**

- Customers must be 18 years of age or older to use the Website.
- You are responsible to pay for any costs not included in the Product price such as government taxes and fees imposed by providers. You are also responsible for any expenses you incur while using the Products you purchased on the Website and for purchases made outside the Website, including but not limited to transportation, meals, gratuities, telephone calls, room service and incidentals.
- Any suspected or actual abuse of the Policy or Product Terms may result in immediate deactivation of Customer's savings passport(s) and savings bank without warning or notice, cancellation of any purchased Products, chargeback to Customers for fees and charges incurred by Travel Advantage™ or its suppliers due to Customer's abuse.
- You and your companions who make use of the Travel Savings and the Products agree to indemnify and hold harmless Travel Advantage™, its owners, affiliates, agents, contractors, assignees and designees, from any and all claims, liability and responsibility for damages, expenses, inconvenience, dissatisfaction, injury, accident, death or damage to any persons or property whatsoever, arising from or related to the use of the savings codes or Products. Travel Advantage™ makes no warranty of any kind with respect to the Products offered by provider. Travel Advantage™ shall not be liable or responsible for delays or cancellations due to weather or mechanical breakdowns, war, acts of God or any other matters beyond its reasonable control. Travel Advantage™ assumes no responsibility for any verbal or written representation about savings codes by any distributor, or third party other than what is expressly written in the Policy and Product Terms. If any conflict arises between this Policy and the Policy posted on the Website, the Website shall take precedence.
- Offer not valid where prohibited or restricted.

**Account Term, Renewal, Billing.** Unless you cancel, your account will continue automatically, with the applicable periodic customer fees disclosed to you upon your enrollment, and always available to you in your online customer account, automatically billed to the account identified and authorized by you at the time of your enrollment. You authorize Travel Advantage™ to



conduct this recurring billing and you further authorize Travel Advantage™ to bill an amount less than your recurring member fee if Travel Advantage™ is unable to bill the full monthly customer fee amount.

**Cancellation & Refund Policy.** You shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to [support@mwrlife.com](mailto:support@mwrlife.com). If the Plan is cancelled within first fourteen (14) days of Activation, you shall be entitled to a refund. If the Plan is cancelled after any recurring payment, you shall be entitled to a refund of the latest recurring payment so long as the Plan is cancelled within three (3) days of the recurring payment.

**Use of Account.** Your account is non-transferable. You agree that only you, your spouse and children living in your household will have access to the account benefits. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your account zip code and user account information. You will promptly notify us if you become aware of any unauthorized use of your account.

**No Warranty/Limitation of Liability.** You agree that The Program, its subsidiaries and affiliates, and each of its officers, directors and employees, along with the provider/host/administrator of the Site/Program ("The Program Parties") are not responsible or liable for any benefits, goods or services provided by participating vendors. If you have any claims relating to such benefits, goods or services provided by a participating vendor, you agree to make your claim against the vendor providing the benefit, good or service. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions. We assume no responsibility for the payment of, or contribution to, any use or sales tax on the benefits, which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be. This Site/Program is provided on an "as is" and "as available" basis with no warranties whatsoever. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USE OF THIS SITE/PROGRAM OR ANY OF THE BENEFITS, PRODUCTS OR SERVICES OR RELATED INFORMATION PROVIDED TO YOU FROM THE PROGRAM OR FROM OUR PARTICIPATING VENDORS. THE PROGRAM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE BENEFITS, PRODUCTS, SERVICES AND MATERIALS FROM THIS SITE/PROGRAM OR THE PARTICIPATING VENDORS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THIS SITE/PROGRAM OR OUR PARTICIPATING VENDORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY EXCEED YOUR CURRENT ACCOUNT FEE, AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL, EVEN IF THE PROGRAM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE PROGRAM DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE/PROGRAM. THE PROGRAM DOES NOT WARRANT THAT THE SITE/PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE/PROGRAM WILL BE UNINTERRUPTED AND ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE/PROGRAM, AND ANY PRODUCTS YOU MAY GET FROM THE SITE/PROGRAM, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE/PROGRAM. YOU UNDERSTAND THAT THE PROGRAM AND THE SITE/PROGRAM ARE NOT THE PRODUCERS, FORMULATORS, BOTTLERS, LABELERS, OR FULFILLERS OF ANY PRODUCT YOU MAY ORDER THROUGH THE SITE/PROGRAM AND, AS SUCH, HAVE NO LIABILITY TO YOU WITH REGARD TO SAID PRODUCTS, OTHER THAN TO INSURE THAT THEY ARE DELIVERED TO YOU PURSUANT TO YOUR ORDER AND VALID PAYMENT.

**Indemnification.** You agree to indemnify, hold harmless and, at our option, defend The Program from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Site/Program, your use of any products associated with the Site/Program, your violation of this Agreement, or your infringement, or the infringement or use of any Intellectual Property Rights (as defined herein).



**Links.** The Site/Program may contain links to other web sites. The Program does not control such other websites and is not responsible or liable for the availability thereof or the products, services or other materials contained on such websites. The Program shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Your access and use of linked websites, including the products, services and materials therein, is solely at your own risk.

**Intellectual Property.** You hereby agree and acknowledge that The Program owns all right, title and interest in and to this Site/Program, including, without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. You acknowledge that all marks that appear throughout the Site/Program belong to The Program, or the respective owners of such marks, and are protected by applicable trademark and copyright laws. Any use of any of the marks appearing throughout the Site/Program without the express written consent of The Program or the owner of the mark, as appropriate, is prohibited.

**Privacy Policy.** Information collected through the Site/Program will be used in accordance with our Privacy Policy, which can be found on the Site/Program. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

**Severability/Waiver.** In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

**Modifications/Termination.** The Program reserves the right at any time to modify, suspend or permanently discontinue the Site/Program, your account or any portion thereof, with or without notice. You hereby agree that The Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site/Program or your account.

**Arbitration.** Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

**Assignment.** We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees.

**Entire Agreement.** This Agreement, together with our prior agreement when you enrolled as a customer in Travel Advantage™, constitutes the entire agreement between you and us relating to the subject matter herein.