

TERMS AND CONDITIONS

August 9th, 2020

This TERMS AND CONDITIONS POLICY replaces, effective as of 12:00.01 AM, August 9th, 2020, any prior TERMS AND CONDITIONS POLICY of “Company” (as defined below) and constitutes a legally binding Agreement between User and Wholesale Hotels Group LLC. d/b/a Low-Tels.com (the "Company"). Please note that Wholesale Hotels Group LLCSM, Low-TelsSM, and Low-Tels.comSM are Service Marks of the Company.

Notwithstanding the foregoing, any usage of, or transactions entered into by any person or entity with, Wholesale Hotels Group LLC, d/b/a Wholesale Hotels GroupSM, which operated the website www.WHotelsGroup.com (hereinafter “WHG”) website at any time when the WHG website was operational are still bound by the Terms and Conditions and other policies of the WHG website that were in place on the date of any transaction or transactions or any usage of the WHG website.

Welcome to **Wholesale Hotels Group LLC. d/b/a Low-Tels.com**. Both the www.Low-Tels.com f/k/a www.WHotelsGroup.com website (the "Site" as defined below) is comprised of various web pages operated by **Wholesale Hotels Group LLC. d/b/a Low-Tels.com** (the "Company" as defined below). The Site is offered to you (as defined below) conditioned on your (as defined below) acceptance without modification of the terms, conditions, and notices contained herein (the "TERMS AND CONDITIONS POLICY" or the "TERMS AND CONDITIONS" or the "POLICY"). Your use of the Site constitutes your legally binding agreement to all such TERMS AND CONDITIONS. Please read these TERMS AND CONDITIONS carefully. For the good and adequate consideration to enter, view, browse, or use our Site, the adequacy, and sufficiency of which you hereby acknowledge, you agree as follows:

SECTION I. DEFINITIONS AND CERTAIN ADDITIONAL AGREEMENTS YOU MAKE TO US IN USING THIS SITE

PART A. DEFINITIONS: As used in this POLICY, the following terms have the meanings as set forth in each definition in SECTION I, PART C. The word or words for which such definition is provided shall apply regardless of whether such word or words are capitalized, or in all upper case, or in all lowercase letters, unless the context, or a specific SECTION, requires otherwise. In addition, the definitions in this TERMS AND CONDITIONS apply to our Site (as defined below). If a term is defined in any OTHER POLICY (as defined below), such definition in that OTHER POLICY shall apply only to that OTHER POLICY; if a term is not defined in any OTHER POLICY but defined in this TERMS AND CONDITIONS, then the definition in this TERMS AND CONDITIONS shall apply to each such OTHER POLICY. OTHER POLICY includes, but is not necessarily limited to our PRIVACY POLICY, our INTELLECTUAL PROPERTY POLICY, and our DMCA POLICY. Further, additional definitions may be defined elsewhere in this POLICY and the foregoing provisions as to the applicability of definitions and the precedence of applicability of definitions defined elsewhere in this POLICY shall also apply to such definitions set forth elsewhere. For the purposes of these TERMS AND CONDITIONS,

and each OTHER POLICY, unless otherwise noted, all references to **Wholesale Hotels Group LLC. d/b/a Low-Tels.com** include www.Low-Tels.com as well as www.WHotelsGroup.com and Company (as defined below). The Site is a service for that person or persons seeking lower-cost Hotel (as defined below) stays and other Services (as defined below). By using the Site, you consent to all provisions described in these TERMS AND CONDITIONS. In addition, you consent to our **SECTION I DEFINITIONS AND CERTAIN ADDITIONAL AGREEMENTS YOU MAKE TO US IN USING THIS SITE**, as set forth below in SECTION I, PART B and SECTION 1 PART C, and this POLICY in its entirety.

PART B. CERTAIN ADDITIONAL AGREEMENTS YOU MAKE TO US IN USING THIS SITE. In addition, our **SECTION I DEFINITIONS AND CERTAIN AGREEMENTS YOU MAKE TO US IN USING THIS SITE**, In addition to the DEFINITIONS as set forth in PART C below, *these definitions in PART C not only define certain terms or words but may also include within the language of some definitions, additional requirements, terms and conditions that you agree to accept and will abide by, as part of this POLICY. Such additional requirements set forth within definitions, if any, are also a part of this POLICY, in addition to all other terms and conditions set forth in the POLICY. If you do not agree and accept this POLICY and all the information and promises that you make to us within this POLICY, you agree to, and MUST, immediately cease to, use this Site whether as a visitor, User, in order to Register, or to become a Member or to otherwise use this Site in any way.*

PART C. DEFINITIONS

- A. "Account" means the account established by the Company for a person or entity that registers on our Site for the purposes of internal record keeping, and where feasible, information that may be passed on to our Service Providers for the proper operation of the Site and to make the use of the Site easier for a User.
- B. "Account Number" means the unique identifier that may be assigned by the Company to a User. An account number may or may not be disclosed to the Member to whom it is assigned, the Account Number is used for the Company's internal functioning.
- C. "Actual Name" is the legal first and last name of a User who elects to Register. Company recommends that the email address provided to Company to Register NOT to be the Actual Name (e.g., the complete actual first and last name) followed by @ and the domain name of the Potential Individual Member's email provider(s) for personal security reasons.
However, nothing prohibits the use of the Actual Name in your email address.
The use of your Actual Name in an email address is not considered the best practice for an Account since if a third-party discovers your email address, it can often surmise your Actual Name without your knowledge and use it for malicious purposes.
Under our Privacy Policy, an Actual Name and email address provided to us are considered Personally Identifiable Information and protected from disclosure by us except for the *very limited circumstances* set forth in our Privacy Policy and will never be sold to a third-party.
- D. "Activities" shall mean things, without limitation, such as guided tours, recreational activities, or similar types of activities. ACTIVITIES, when in capital letters means using the ACTIVITIES function on our Home Page or Login/Registration Page.

- E. "Advertisement", or "Ad", means an advertisement placed on our Site, with our permission, by a Commercial Advertiser.
- F. "Alternative Minimum Age" shall mean that you are at least eighteen (18) years of age, but that if the law of your country of citizenship and your political subdivision thereof (including a state of the United States of America), requires you to be older than eighteen (18) years of age, then you are of such greater age to enter into a legally binding contract. You are not considered to be of the Alternative Minimum Age if you are an emancipated minor unless you have also reached the legal age required under this definition
- G. "Banner" shall mean a Company approved banner type advertisement provided to a Commercial Entity for the Commercial Entity to place it on one or more of Commercial Entity's websites or in other locations as chosen by the Commercial Entity.
- H. "Book", "Booked", or "Booking" shall mean the act, by a User or Member, of seeking a Hotel stay, by choosing either the HOTEL function, and/or BOOK DIRECT function; and/or seeking FLIGHTS, and/or ACTIVITIES, and/or EVENTS; all as are listed at the top of our Home Page or Login/Registration Page; these are Indirect Services which we may add or delete from time to time without prior notice. Notwithstanding any language to the contrary, we are not providing Direct Services, nor are you are paying us for any Service. BOOK DIRECT, when in capital letters means using the BOOK DIRECT function on our Home Page or Login/Registration Page.
- I. "Cancellation" We do not process any bookings, reservations, confirmation, ticketing cancellations, Payment Methods (payments), or refunds. All the aforementioned items are handled by the Service Provider(s) that you were redirected to via our Site and whom you used to view and/or engaged in a transaction with such Service Providers. All inquiries, requests, questions, or disputes should be directed to the relevant Service Provider. You should find the name of, and/or phone number of, the Service Provider from whom you engaged in a transaction on any confirmation, email, or like communication from the Service Provider to you.
- J. "Cancellation Policy" shall be as set forth by, and controlled by, the Service Provider Policies with whom you sought or received said Indirect Service.
- K. "Commission" means forty percent (40%) of the Company's Commission. A Commission is payable in USD (United States Dollars) with the Member paying any costs of currency conversion or other cost associated with their receipt of such Commission only if:
 - i. The "BOOK DIRECT" function of our Site is used, and
 - ii. The Member is an Opt-In Member has a current PayPal®, Venmo®, or Zelle® account and who has provided us with the correct and current PayPal®, Venmo®, or Zelle® email address, and
 - iii. The Hotel for which the Commission is sought is a Participating Hotel for the Hotel stay for which the Commission is sought, and
 - iv. We have NO CONTROL over how long it may take for a Company Commission to be paid to us by the Service Provider for the Hotel stay at a Participating Hotel. You should be aware that in some cases, it may be up to ninety (90) days for us to receive the Company Commission after your check-out date from the Hotel. We agree to use commercially reasonable processes to pay the "Commission" to the PayPal®, Venmo®, or Zelle® email address we have on file.

- v. We can NOT guarantee that the rate you Book is commissionable, i.e., that the Hotel is a Participating Hotel and that a Company Commission will be earned after your Booking. Since we have commission agreements with tens of thousands of hotels and each Hotel has its own policy when it comes to commissionable rates, we make no warranties, express or implied, that all Bookings will be eligibly commissionable and that yours will be eligible for Cash-Back. You indemnify and hold us harmless in case your Booked rate (while using our sales code for your Booking) is deemed ineligible for a Company Commission and therefore ineligible for Cash-Back.
- L. "Cash-Back or Cashback" means the provision of a return of a portion of the proceeds received by Company from a Hotel where a Registered Member has booked directly with the Hotel using the BOOK DIRECT function of our Site or Browser Extension [see SECTION I PART C DEFINITIONS (A21)], below, in accordance with our POLICY and Company has actually received a sum of money from the Participating Hotel or the Participating Hotel's owner as the Company's Commission.
- M. "Commercial Advertiser" means a person or entity whose business has been allowed to post an Advertisement for goods or services, other than those provided by Company or its Service Providers, on the Site, and which may consist of a link to a website other than a Site of Company or a Service Provider, such as a banner advertisement or similar referral to such other website not owned or operated by Company or one of its Service Providers.
- N. "Company" shall mean www.Low-Tels.com and **Wholesale Hotels Group LLC. d/b/a Low-Tels.com**, the owner and/or publisher of the Site.
- O. "Company's Commission" shall mean the proceeds received by Company from a participating Hotel where a Registered Member has booked directly with the Hotel via our Site and used the BOOK DIRECT function of our Site or Browser Extension in accordance with our POLICY and Company has actually received a sum of money from the Hotel or the Hotel's owner as a commission to the Company for providing a means for a User or Member to book and purchase a Hotel stay at a Participating Hotel. Company's Commission is calculated ONLY on the cost of the Hotel room per night of stay (as determined by the Hotel and the Service Provider). Company's Commission DOES NOT include charges any User or Member pays for taxes, surcharges, usage fees (such as resort fees, spa treatment, internet service if not included in the Hotel room per night rate, telephone calls, etc.).
- P. "Direct Service" shall mean the provision by the Company of a website platform to allow Users and/or Members to use Company's website to not only view Services, but allowing Users and/or Members to directly view, reserve and or purchase from Company, using Company's website, Services such as Hotels, Flights, Activities, and Events and payment. At the present time, the Company DOES NOT PROVIDE DIRECT SERVICES.
- Q. "ES Act" shall have the meaning as set forth in SECTION III(18).
- R. "Email Address" shall mean an email address provided while seeking to Register and is the email address where a Member may be reached by Company staff. A Member may change their email by sending a request to do so to info@Low-Tels.com. No Email Address may be changed by any other method including, but not limited to by telephone, fax, hand-delivered or mailed, or any other method; any such attempted change shall be void and of no effect.

- S. "Events" shall mean things, without limitations, like concerts, theaters, or other events of a similar nature. EVENTS, when in capital letters means using the EVENTS function on our Home Page or Login/Registration Page.
- T. "FAQ" means the Frequently Asked Question section of our Site. You will find that this portion of our Site provides a great deal of helpful information, particularly about Hotels, regarding any bookings, reservations, confirmation, ticketing cancellations or refunds. Often, the FAQ will provide you with the name of, and/or telephone number of, the Service Provider who sells you your Hotel room, Flight, Activity, and/or Event. You agree that you shall always save, to your electronic device (computer, tablet, smartphone, etc.), and/or print out, any information you receive from our Service Providers. Cancellation, change requests, questions, disputes, refund requests, or anything else related to a contemplated transaction with, or a completed transaction with a Service Provider shall be in accordance with the Service Provider Policies. If there is any conflict between the information provided in the FAQ, the information in this POLICY shall prevail.
- U. "Flights" shall mean flying on commercial airlines. FLIGHTS, when in capital letters means using the FLIGHTS function on our Home Page or Login/Registration Page.
- V. "Hotel" shall mean a hotel, motel, or similar facility which offers lodging to guests for a payment for a single night or longer. HOTELS, when in capital letters means using the HOTELS function on our Home Page or Login/Registration Page.
- W. "Hotel Commission" means the sum paid by Hotel or Hotel's owner to Company directly with the Hotel through our Site in accordance with our POLICY and Company has received the full sum of money from the Hotel Service Provider.
- X. "Home Page" shall mean the initial page seen by Users or Members upon accessing or logging into the Site.
- Y. "Indirect Service"
- i. is a process whereby you will be automatically redirected to a Service Provider's website to be able to review certain information, pricing, availability, etc., on that Service Provider's website, including but not limited to, embedded content on our Site, search for and/or and select that Service Provider's offerings (e.g., bookings, reservations, and payments for HOTELS, BOOK DIRECT, FLIGHTS, EVENTS, AND ACTIVITIES), and make payment directly to that Service Provider to pay for the Indirect Services provided by such Service Provider(s), and
 - ii. We do not handle nor store credit or debit card information or credit or debit card information provided to PayPal®, Venmo®, or Zelle® UNDER ANY CIRCUMSTANCES. For HOTELS and BOOK DIRECT, where an Opt-In Members uses our Browser Extension or manually enters information, to make our Cash-Back functionality available, we may store confirmation number(s), dates of stays or any related information; all such information is issued by, and also stored by, our Service Providers. For FLIGHTS, EVENTS, AND ACTIVITIES we do not store information; that is issued and stored solely by our Indirect Service Providers. Therefore, we do not provide customer service for such Indirect Services Hotels, Flights, Events, Activities or for PayPal®, Venmo®, or Zelle® and,
 - iii. We may add or delete the types of Services provided by Service Providers without prior notice and/or add or delete Service Providers from time to time

without prior notice. Your payment is made directly to our Service Provider through their website and your receipt, and related information such as a confirmation or itinerary, contact information, and related information will be sent directly to you by that Service Provider using the information you gave to the Service Provider. At the current time, the Company provides ONLY INDIRECT SERVICE.

Z. "Intellectual Property of Others. The intellectual property of persons or entities other than the Company, such as [®], [™], or SM are the Registered Marks, Trademarks, or Service Marks of their respective owners.

A1. "Login/Registration Page" means that page or pages on our Site where you may Register and/or Login (meaning entering your Username and your password).

A2. "Member" means a natural person who has completed becoming Registered, including receipt and confirmation of the Registered person's email address, and responded to Company is so asked to do. Unless the context requires otherwise, a Member also includes a Member who is an Opt-In Member, a Referred Member, and/or a Referred Member who has also chosen to become an Opt-In Member. Only Opt-In Members may participate in our Cash-Back program. Being a Member is a privilege and not a right, and Company may terminate a Member at any time, for any reason, without prior notice, in its sole discretion. A Member has no rights such as participation in the organization or management of Company, voting or any ownership, legal rights, or other rights as a Member except as specifically set forth herein. Users and Members may:

- i. Users and Members may enter the site to search, and book, airfare via our FLIGHTS function on the Site via our Service Provider(s) who are our airfare flight aggregator(s) and shall book and pay for said airfare by being redirected to the airfare flight aggregator's webpages. An "airfare flight aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our site and the provision of their service is an Indirect Service. Any person who accesses our Site without a Membership or as a Member to take advantage of the Indirect Service offered by our airfare flight aggregator shall be considered a User of our Site and shall be bound to this TERMS AND CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy and other policy or policies of such Service Providers with whom they interact.
- ii. Users and Members may enter the site to search, and book, Hotels, using the HOTELS function of our Site via our Service Provider (s) who are our Hotel aggregator(s) and shall book and pay for said Hotels by being redirected to the Hotels aggregator's webpages. A "Hotel aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our site and the provision of their service is an Indirect Service. Any person who accesses our Site with or without a Membership to take advantage of the Indirect Service offered by our Hotel aggregator shall be considered a User of our Site and shall be bound to this TERMS AND CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy and other policy or policies of such Service Providers with whom they interact.
- iii. Members may enter the site to search, and book, using the BOOK DIRECT function through our Service Provider (s) who will be redirected to, and will be Booking with our Service Provider(s) who are individual Hotels, or Hotel Chains, or Hotel Brand

- ("the HCB"). The Member shall book and pay for said Hotels by being redirected to the HCB's webpages. A Member who is not an Opt-In Member shall not be eligible for Cash-Back when using the BOOK DIRECT function.
- iv. Only an Opt-In Member, who has opted-in, or selected by checking the appropriate checkbox during the process of becoming Registered ("Opt-In"), is eligible for our Cash-Back policy as set forth further in this POLICY. Further, an Opt-In Member who enters the Site must use the BOOK DIRECT function or Low-Tels.com's Browser Extension to be eligible for Cash-Back at a Participating Hotel. Using the BOOK DIRECT function or Browser Extension, the Opt-In Member, such Member will be Booking with our Service Provider(s) who are individual Hotels, or Hotel Chains, or Hotel Brands ("the HCBs"). In addition, the Member pays these HCB Service Providers directly for their Hotel Bookings. If the Opt-In Member uses the HOTEL functions to search and/or book a Hotel, the Opt-In Member is utilizing a Service Provider who is a Hotel Aggregator and not eligible for Cash-Back. A "Hotel aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our Site. Any person who accesses our Site with or without a Membership via the HOTELS Function CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy, and other policy or policies of such Service Providers with whom they interact. An Opt-In Member may only request to Opt-out of their participation in our Cash-Back program may only do so by deleting their PayPal®, Venmo®, or Zelle® information from their profile on our Site. Any other means of attempting to change such status shall be considered null and void.
 - v. Users and Members may enter the site to search, and book, using the EVENTS function through our Service Provider (s) who are our Event aggregator(s) and shall book and pay for said Events by being redirected to the Event aggregator's webpages. An "Event aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our Site and the provision of their service is an Indirect Service. Any person who accesses our Site with or without a Membership to take advantage of the Indirect Service offered by our Event aggregator shall be considered a User of our Site and shall be bound to this TERMS AND CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy and other policy or policies of such Service Providers with whom they interact.
 - vi. Users and Members may enter the site to search, and book, using the ACTIVITIES function through our Service Provider (s) who are our Activities aggregator(s) and shall book and pay for said Activities by being redirected to the Activities aggregator's webpages. An "Activities aggregator" is one or more of our Service Providers who have sophisticated search and booking engines integrated into our site and the provision of their service is an Indirect Service. Any person who accesses our Site with or without a Membership to take advantage of the Indirect Service offered by our Activities aggregator shall be considered a User of our Site and shall be bound to this TERMS AND CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy, and other policy or policies of such Service Providers with whom the User or Member interacts.
 - vii. Each and every Member, whether a regular Member or an Opt-In Member shall be bound to this TERMS AND

CONDITIONS POLICY in its entirety, AND ALSO TO the terms and conditions, privacy and other policy or policies of such Service Providers with whom they interact.

- A3. "Membership" shall mean having become a Member. Membership is required to enter the Site to use the HOTELS and BOOK DIRECT functions of our Site. Those Users who do not become a Member may only use the FLIGHTS, EVENTS, ACTIVITIES, and/or Trip Insurance through our Service Provider(s). Each User, whether a User, Member, Opt-In Member, or a Referred Member (whether Opt-In or not) shall make Payment to our Service Provider for any Indirect Service and is required to read and agree to the Service Provider Policy of any Service Provider they access through our Site. Any person who accesses our Site shall be bound to this TERMS AND CONDITIONS Policy and all OTHER POLICIES.
- A4. "OTHER POLICIES" shall mean this Site's TERMS AND CONDITIONS, INTELLECTUAL PROPERTY POLICY, PRIVACY POLICY, DMCA POLICY, FAQ (Frequently Asked Questions) and all other terms and conditions of this Site that govern access to, the browsing or viewing thereof, and/or the use of any feature, of this Site.
- A5. "Opted-In" shall mean a Member, who has opted in for our Cash-Back Process by checking the appropriate checkbox during the process of becoming Registered ("Opt-In"), is eligible for our Cash-Back Process as set forth further in this POLICY.
- A6. "Opt-In Member" is a Member who Opted-In is eligible to participate in our Cash-Back Process.
- A7. "our", "us", and "we" whether capitalized or not means the Company.
- A8. "Participating Hotel" means a Hotel that provides a Company Commission in return for Company having provided the gateway for a Member to Book, pay for, and stay at the Participating Hotel. A Participating Hotel may be a Service Provider(s) that is individual Hotel, or part of a Hotel Chain, or part of a Hotel Brand ("the HCB") Not every Hotel that is part of a Hotel Chain or part of a Hotel Brand is necessarily a Participating Hotel.
- A9. "Payment Method" shall mean the method by which the Service Provider accepts Payment for its Service(s). Currently, most of our Service Providers accept most major credit cards and debit cards issued in coordination with such major credit card providers. You should always check on the Service Provider's website as to which form of Payment they accept. All forms of Payment available to a User may change at any time in accordance with the Service Provider's Policy. A User or Member never makes a Payment of any type to the Company; such payments are made directly by the User or Member to the applicable Service Provider.
- A10. "PayPal®, Venmo®, or Zelle® email address" shall mean the email address you currently have on file with PayPal®, Venmo®, or Zelle®
- i. Under our Cash-Back policy, your Commission will be sent via PayPal®, Venmo®, or Zelle® and it is your responsibility to provide and keep current your PayPal®, Venmo®, or Zelle® information, especially your PayPal®, Venmo®, or Zelle® email address. We are not responsible nor liable if you enter the wrong PayPal®, Venmo®, or Zelle® when you Register with us.
 - ii. We ARE NOT responsible for any failure on your part, or of any other person or entity, including PayPal®, Venmo®, or Zelle® to keep your PayPal®, Venmo®, or Zelle® email address current; we cannot reverse or get a refund a Commission

- payment sent to the PayPal®, Venmo®, or Zelle® email address that PayPal®, Venmo®, or Zelle® has on file for you.
- iii. If you fail to give us the correct PayPal email address, or you do not keep it current with PayPal®, Venmo®, or Zelle® and a Commission payment is sent to the PayPal®, Venmo®, or Zelle® Email address we have on file for you but it is not your correct, PayPal®, Venmo®, or Zelle® email address, you forfeit that Commission and we have no liability to make a Commission payment to you that was sent to a PayPal®, Venmo®, or Zelle® email address that is linked by PayPal to another person or entity.
- iv. Further, we have no liability to make a Commission payment to you that was sent to a PayPal®, Venmo®, or Zelle® email address that you changed with PayPal®, Venmo®, or Zelle® but was not changed by PayPal®, Venmo®, or Zelle® before our Commission was sent by us. You will need to confer with PayPal®, Venmo®, or Zelle® if such an occurrence happens.
- A11. "Personally Identifiable Information" shall be as defined in our PRIVACY POLICY which currently considers the following to be Personally Identifiable Information: Your Actual Name and your phone number which you supplied when you Registered. Your Email Address and PayPal email address ARE NOT considered to be Personally Identifiable Information and we caution you again that you should not use your legal name (First Name and Last Name, i.e., your Actual Name, as either your Email address or your PayPal®, Venmo®, or Zelle® email address for this, and other reasons as stated above.
- A12. "Register" shall mean that a person has registered with the Site by providing their Actual Name, their email address, a phone number where such person may be contacted, a password that is created and defined by the person registering with the Site, answering the question "Where did you hear about us", and an optional checkbox asking if the person registering wants to get paid a Commission.
- A13. "Registered" means that a User has completed all the steps and provided all the information to Register.
- A14. "Registered Member" shall mean a person who has Registered, has received confirmation from Company as having Registered and has verified the email address they supplied to Register by responding correctly to Company's verification email.
- A15. "Registration Fee". There is currently no fee or payment of any kind required to Register.
- A16. "Service" or "Services" shall mean: the provision, of travel-related services as set forth below:
- i. "Service", as it relates to Company, is, the provision of the Site, as defined in this SECTION I PART C(16), on the World Wide Web (www) whereby Company, using information technology, sophisticated automation, and its business alliances, allows Users and Members to be re-directed to one or more Service Providers websites, to search for, see the pricing of various travel-related services, and to purchase such Service(s) directly from the Service Provider, and with regard to Members, to be able to purchase said Service in most instances, at lower pricing not available to the general public.
 - ii. An "Indirect Service" is a service provided through one of our Service Providers and is not sold directly by our Company. We do not store payment information;

the confirmation number is issued by such Service Providers, and therefore we do not provide customer service for such Indirect Service.

- iii. A “White Label” service is a service provided by our Service Provider that we initially “rebrand” so that it appears on our Site as if we provide the service directly. An example of such use is our “HOTELS” tab where we don’t list on our Site the Indirect Service Provider (since it may change from time to time) but where if you click on the “HOTELS” tab, you will be redirected to our Service Provider’s website.
 - iv. Purchases for Hotels, Book (Hotels) Direct, Flights, Events, Activities, and travel-related services such as travel insurance are examples of "Indirect Services". Indirect Services are characterized by the fact that you are redirected to the website of one of the Service Providers where you pay for any Indirect Service on the website to which you were redirected from our Site. You will know you have left our Site and entered the website of one of our Service Providers which will typically open in a different tab in your web browser (with the exception of the HOTELS tab). The HOTELS tab is where we provide a “White Label” service, and the Service Provider’s website is embedded into our Sites). On this embedded Service Provider’s website, you will not see the Indirect Service Provider’s name in your browser’s address bar. You will also pay directly to the Indirect Service provider for any purchases on the website of the entity offering Indirect Services. Confirmations of your purchases from a provider of Indirect Services will typically come from the provider of Indirect Services to you directly from the provider of the Indirect Services even if the Booking confirmation shows Low-Tels.com. Any questions, inquiries, cancellation questions, requests for refunds or refunds should be directed to the applicable Service Provider and is subject to the Service Provider Policies.
 - v. In no event, however, shall Company be considered as engaged in any type of business other than providing persons an opportunity to find and purchase lower-cost travel through our Service Providers, to provide Cash-Back in accordance with our rules for Cash-Back and Company in no event shall be considered an insurer under any definition by any third-party, including any governmental entity.
 - vi. Company shall have the right, in its sole discretion, to change from time to time which travel-related services it offers and which Service Providers it utilizes.
- A17. "Service Provider" shall mean a person or entity contracted with Company to assist Company in the provision of its Services. A Service Provider is not supplied by us with any Personally Identifiable Information.
- A18. “Service Provider Policies” shall mean those terms and conditions, privacy, intellectual property, and all other policies of the Service Provider as set forth on the Service Provider’s website. You agree that you shall read, and agree to, such Service Provider Policies before engaging in any transaction with such Service Provider. We are not liable for, and you agree to hold harmless and indemnify us, for any legal cause of action, whether regulatory, civil, or criminal, against any conduct by a Service Provider.
- A19. “Service Provider Purchase” shall mean the transaction made between you and one or more of our Service Providers for a Hotel, a Flight, an Event, an Activity, or travel insurance. You agree that you shall always save, to your electronic device (computer,

tablet, smartphone, etc.), and/or print out, any information you receive from our Service Providers. Cancellation, change requests, questions, disputes, refund requests, or anything else related to a contemplated transaction with, or a completed transaction with a Service Provider shall be in accordance with the Service Provider Policies.

A20. "Site" shall mean this website (www.Low-Tels.comsm) or any other website or website page wholly-owned or published by Company, but not any website of a Commercial Advertiser, Service Provider or any other third-party:

- i. to which a User will be redirected by the User selecting a function or use from within www.Low-Tels.comsm, or
- ii. which the User enters directly by typing in the website address of such other website or page into their internet browser, or
- iii. which the User enters by copying and pasting such website address of such other website or page in their internet browser, or by means of the User selecting a bookmark the User has created, or
- iv. which the User enters by any other means.

A21. "Toolbar" The definition "Toolbar" has been replaced by the term "Browser Extension" A "Browser Extension" shall mean a website browser extension that a User or Member may download from our Site which is a small program that will personalize, automate, and make it easier for those Members who are Opt-In Members to request their Cash-Back in accordance with our Cash-Back policy. Please note that this Browser Extension will only automate the Cash-Back process for Members who are Opt-In Members. See also SECTION II, below.

A22. "USD" shall mean United States of America Dollar(s).

A23. "User" shall mean any person who accesses this Site for ANY reason, including, but not limited to, a visitor, a Member, or an Opt-In Member. Users who are not Members shall not be required to apply for any type of Membership to enter the Site and to search, and Book Flights, Events, Activities, or travel insurance through one or more of our Service Providers.

A24. "Voluntary Data Collection" shall be as defined in our PRIVACY POLICY.

A25. "you" and "your", whether capitalized or not, shall mean any visitor to, and/or any User, one who becomes Registered and/or a Member, as applicable.

A26. "User" shall mean any person who views, visits is a Member or an Opt-In Member. Being a User is a privilege and not a right, and Company may terminate a User at any time, for any reason, without prior notice, in its sole discretion. A User or a Member or an Opt-In Member has no rights such as participation the organization or management of Company, voting or any rights as a User except as specifically set forth herein

A27. "Username" shall mean the alpha, numeric, alphanumeric, or special character(s) chosen by a User while registering. You should not use just your Actual Name as your Username.

SECTION II. ADDITIONAL CASH-BACK INFORMATION AND GENERAL CASHBACK PROVISIONS.

PART A. ADDITIONAL CASH-BACK PROVISIONS GENERALLY, BROWSER EXTENSIONS, GOOGLE CHROME® EXTENSION, USE OF BROWSER EXTENSIONS.

A. ADDITIONAL CASH-BACK PROVISIONS GENERALLY. In SECTION I PART C, there are already many provisions related to Cash-Back which have been provided to you, and you should be sure to keep those provisions in mind.

B. BROWSER EXTENSIONS-GENERALLY

- i. The “Browser Extension” shall mean a website browser extension that a User or Member may download from our Site that is a small program that will personalize, automate, and make it easier for those Members who are Opt-In Members to request their Cash-Back in accordance with our Cash-Back policy. Please note that this Browser Extension will only automate the Cash-Back process for Members who are Opt-In Members.
- ii. Currently, this Browser Extension is available for the Google Chrome® browser and we are working to add extensions for other popular web browsers.
- iii. We will announce, by means we select and/or on our Site, and/or by email, or by other means, as other Browser Extensions for other popular web browsers become available. **You will not be required to change the default browser on your electronic device(s) to use either the Google Chrome® browser or any additional browser extensions unless you choose to do so.**
- iv. **If you have a default browser for which we do not currently have a Browser Extension, you can always download a browser for which we do have a Browser Extension (such as Google Chrome®) and use that web browser(s) when you use our Site, or**
- v. **You can use the manual method if your browser is not currently supported by our Browser Extensions.**
- vi. **We always recommend using a web browser for which we have a Browser Extension since it is much easier to use than the manual process of inputting all the needed information for the Cash-Back functionality of our Site.**
- vii. BROWSER EXTENSION(S):

C. THE GOOGLE CHROME® BROWSER EXTENSION:

- i. Was developed by Low-Tels.com and is downloadable from the Google Chrome® store free of charge and it is called:
- ii. “Low-Tels.com: The best hotel cash-back tool!SM”. The download URL is: <https://chrome.google.com/webstore/detail/low-telscom-the-best-hote/oaleidlaomjgnhfhpihkohgihgdcibmj>

D. FOR LOW-TELS.COM TO PROCESS CASH-BACK TO OPT-IN MEMBERS USING A BROWSER EXTENSION. Opt-in Members acknowledge and agree to the following:

- i. The Browser Extension performs certain automation features during the Booking process which means it inserts certain sales codes that register Wholesale Hotels Group LLC as the referrer for the transaction.
- ii. The Browser Extension applies certain scripts that record pertinent information during your Booking process that enables Low-Tels.com to properly track your Cash-Back (if eligible). The data the Browser Extension stores includes only the following:
 - a) Hotel’s exact name
 - b) Confirmation number of your reservation

- c) Date and Time of your Booking
- d) First and Last names on the reservations
- e) The total amount you paid to the Participating Hotel

E. FOR LOW-TELS.COM OPT-IN MEMBERS NOT USING A BROWSER

EXTENSION TO PROCESS CASH-BACK: Opt-in Members choosing to manually enter information for Cash-Back eligibility must use the **BOOK DIRECT** function, and then follow the instructions on the Site to return to our Site and you and acknowledge and agree to enter the following information:

- 1. Hotel brand name
- 2. Confirmation number of the reservation
- 3. Booking date
- 4. The total amount you paid
- 5. Check-in date
- 6. Check-out date
- 7. First and Last names on the reservation

F. CASH-BACK PAYMENTS.

A. Cash-Back payments are made as soon as you have accumulated ten (\$10.00) or more USD. Therefore, you will not see your first Cash-Back Payment until you accumulate at least \$10.00 USD at which time your current Cash-Back payment will be made. You will not receive an additional Cash-Back payment until you have accumulated at least another ten (\$10.00) USD in Cash-Back at which time your then-current amount of Cash-Back will be paid.

B. Your Cash-Back payment is based upon a percentage of our Commission from the Hotel(s). If the Hotel's payment currency is not in USD, the Hotel pays us our Commission using their foreign currency computation, which is not within our control and is usually unfavorable to us, and therefore, unfavorable to you. You agree to hold us harmless from any loss of Cash-Back you may incur resulting from a Hotel's foreign currency conversion.

C. If you are not using our Browser Extension, you must ensure that you manually input our sales code to the appropriate sections of the Hotel's website as directed on our "BOOK DIRECT" page, apply it, and then come back to our Site, log in, and manually register your booking on the "BOOK DIRECT" page of our Site. While this is one option, **we highly recommend you use our 100% automated Browser Extension where all you need to do is to log in the first time you use the Browser Extension and everything else becomes automated and will require no further manual interaction on your end!**

G. ITEMS WHICH MAY PRECLUDE YOU FROM RECEIVING THE CASH-BACK PAYMENTS TO WHICH YOU ARE ENTITLED. The following are causes that may make you ineligible for Cash-Back:

- A. Clicking on any referral link other than Low-Tels.com prior to making a reservation.
- B. Utilizing any other cashback program, browser extension or coupon site
- C. Using certain coupons that disqualify you from cashback
- D. Cashback may be voided if any alteration, changes, cancellation, refunds, or disputes are initiated after the Booking has been made.
- E. Certain negotiated rates, such as corporate, convention, group, or wholesale rates.

- F. Purchasing gift cards.
- G. Any kind of failure on the Hotel's IT (Information Technology, e.g., computer system) that you are trying to book your reservation through.
- H. Cookies disabled on your internet browser.
- I. Your transaction was declined for any reason.
- J. You make your booking over the phone or in-person. However, many times Hotels allow you to provide them with our sales code but in such a scenario, it is your responsibility to ensure that the booking made by the Hotel properly registers our sales code which can be found in the BOOK DIRECT section of our Site. Please note that these types of transactions will not automatically appear in your dashboard on our Site and you must manually record these transactions on our BOOK DIRECT page, and only then will you be able to earn Cash-Back, as long as your Booking qualifies for it.
- K. The Hotel (and/or its owners) for which you used our Book Direct option files for bankruptcy, receivership, or some other form of insolvency, or stops paying us Commission for any reason.

L. Ad blockers and/or usage of a web browser in the incognito/private mode.

M. The Booking was on a third-party site and not the Hotel's website directly.

H. ADDITIONAL USER'S RESPONSIBILITIES TO RECEIVE CASH-BACK

A. **If you are using our fully automated Browser Extension, you are still responsible for making the booking through the URL listed on the BOOK DIRECT page for each Hotel respectively.**

B. Some Hotel booking sites have many different booking URLs (a "URL" is the Uniform Resource Locator; i.e., it is the EXACT web address that appears on your browser showing you the site your browser is "looking at"). An example of an URL or web address is one of ours, e.g., "www.Low-Tels.com". Some Hotel URL (or website pages) don't contain spaces for our referral sales codes to be supplied by you.

C. **We can only receive our Commission, and you can only receive your Cash-Back if the reservation was booked through the URL that is shown on our BOOK DIRECT page.**

D. We strongly suggest that once finding the proper URL for the Hotel on our BOOK DIRECT page, that you copy (or write down) and paste (type in) that **ENTIRE URL** (web address) including all, beginning letters, colons, backslashes, periods, and other words that appear in the URL) into our Browser Extension. **Remember, a URL doesn't always show as "www.something.com". It might be something like "http://something.com" or "https://something.com/reservations". Capturing the exact and entire URL or the web address is VERY IMPORTANT!**

E. It is imperative upon you, as a User, that you **MUST** check your COMMISSIONS page, where you can review your Booking(s). You **MUST** do this to ensure that upon Booking with our Browser Extension that the Booking registers properly with our sales code.

F. Should our sales code NOT register properly, you as the User, are responsible for manually inputting the Booking details on our BOOK DIRECT page and you **MUST** notify us by sending us a message via Contact Us page with the detailed description of the Booking that did not register properly.

PART B. REFERRING ACCOUNTS AND LINKS

- A. We do market to and accept from, select business, corporate, LLC's, and similar legal structures of businesses, non-profit organizations, and religious organizations that allow them to provide their employees, independent contractors, volunteers, associates, members, and others within their organization to access our Site. We refer to these types of groups as "Referring Accounts". Referring Accounts are accepted by us in our sole discretion based upon our criteria.
- B. Those who are referred to our Site by an approved Referring Account are called "Referred Users".
- C. Referred Users receive the same benefits and access to our Site as do those Members who directly became our Members by going directly to our Site.
- D. Referred Users receive what we designate as our "Link" which makes it easy for such Referred Users to access our Site without having to type in our Site web address (a/k/a) our URL.
- E. A Referred User must Register, and may become either a Member or an Opt-In Member entitled to participate in our Cash-Back Program.
- F. A Referred Member is subject to all of the same policies, including, but not limited to our TERMS AND CONDITIONS POLICY, OUR DMCA POLICY, OUR PRIVACY POLICY, AND OUR INTELLECTUAL PROPERTY POLICIES, that Users and Members who access our Site without a Link must adhere to.
- G. A Referred Member must agree to allow us to disclose to the Referring Account from whom they received a Link the date and time their Booking was made, and the total amount paid for the Booking. However, NO PERSONALLY IDENTIFIABLE INFORMATION, such as their name, address, email address, or phone number, will be disclosed to the Referring Account.
- H. The contractual arrangement between our Company and our Referring Accounts is solely between us and the Referring Account.

SECTION III. GENERAL PROVISIONS.

PART A.

1. **TERMS AND CONDITIONS-GENERALLY, INCLUDING DATES, TIME, AND TIME PERIODS.** In addition to the specific contents of this POLICY and OTHER POLICIES, all provisions as set forth in each page, portion, section, HTML page or subdomain of this Site are also terms and conditions of use under this POLICY. Time shall mean EST or EDT, whichever shall be in effect at the time Company sends or receives any communication, whether electronic, telephonic or otherwise, to or from any User. If a duration of time, or a time period begins, or ends during which there is a change in time because EST or EDT has begun or ended, NO adjustment during any such time period set forth in this POLICY and ANY OTHER POLICY to either shorten or extend such time period shall occur. A "Year", "Yearly", "Annual" or "Annually" shall mean three hundred sixty-five days consecutive days, even if such period is commonly referred to as a "leap year" A "day" or "Day" shall mean a consecutive twenty-four (24)

hours.

2. **ES.** By entering our Site, you are deemed to have accepted, and signed this TERMS AND CONDITIONS POLICY AND OUR OTHER POLICIES pursuant to the Electronic Signature Act; see also SECTION III(18) of this POLICY.
3. **OTHER POLICIES.** Your use of the Site is subject to the Company's OTHER POLICIES as well as this POLICY. Please review ALL OTHER POLICIES, including, but not limited to, our PRIVACY POLICY, DMCA POLICY, FAQ (Frequently Asked Questions), and INTELLECTUAL PROPERTY POLICY, which also govern the Site and informs Users of our data collection practices and other practices and policies. You may find links to any of these OTHER POLICIES and this POLICY on the Home Page of this Site.
4. **ELECTRONIC COMMUNICATIONS.** "Electronic Communications" include but are not limited to visiting the Site. Sending emails to Company or receiving an email from Company in response to an email sent by you constitutes electronic communications in addition to the other items set forth below. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.
 - A. For all Members, we may send you emails to provide or to potentially provide, Services to you and related functions. These may include, but are not limited to, activating your Member Account; to advise if your Membership request has been declined, suspended or terminated; to verify any change in Account information such as a change in your email address, password, a forgotten password or other Account information; and other matters related to your Account or changes thereto; and/or our Services; and you will not consider such emails as SPAM. In addition, you agree to receive and/or obtain "Electronic Communications" from the Company. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company's Electronic Communications by printing and/or downloading and saving this POLICY and any other agreements and Electronic Communications, documents, or records that you agree to use your E-Signature. You accept Electronic Communications provided via your account with the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
 - B. Revocation of electronic delivery
 - C. You have the right to withdraw your consent to receive/obtain communications via your account with the Company at any time. You acknowledge that the

Company reserves the right to restrict or terminate your access to your account with the Company if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, contact us at info@Low-Tels.com.

- D. Paper version of Electronic Communications. You may request a paper version of Electronic Communication. You understand and agree that the Company reserves the right to charge you a reasonable fee, including labor costs and expenses for the locating, production, and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication, contact us by email at info@Low-Tels.com.
- E. Members, at present, we do not intend to send you any emails other than those set forth in SECTION II(4)(A) above. Should we decide later, to offer to send you emails for other purposes, such as an opportunity to receive special offers, etc., you will be given an opportunity to Opt-In or Opt-Out of such emails, and you will not consider any offer to Opt-In or Opt-Out as "SPAM".
- F. This Site is protected by the Copyright Laws, rules, and regulations of the United States of America as changed and/or amended from time to time, as well as the judicial interpretation thereof (the "Copyright Laws") and the laws of other countries. This Site has been filed with the U.S. Copyright Office and any infringement of Company's copyright will be dealt with to the full extent of the law. As a copyrighted work, IN NO EVENT, may any User and/or Member download the Site or any portion thereof by any means, including but not limited to, printing, screen capture and/or printing of screen capture, taking an electronic or film picture of a website screen or by any other method. The copyright extends to all text displayed anywhere on the site, whether the said web page is solely textual or combined with visual elements in addition to the text or an embedded video. Furthermore, the creative elements of any page including the visual aspects and layout, and the creative integration of how the various website pages flow and/or linked together are additionally copyrighted material. Company may, in its sole discretion, grant a limited license to use certain copyrighted material, with attribution, with or without royalty and on an exclusive or non-exclusive basis but this TERMS AND CONDITIONS grants no license of any type except as may be explicitly set forth herein.

Any "download" option available on the website DOES NOT constitute publication of the material in such download nor of the Site. Furthermore, the text and creative layout of any such forms are additionally a part of our Copyright. You are further warned, that under the present Copyright Laws, NO NOTICE of copyright is required to be displayed on copyrighted material.

G. Paper version of Electronic Communications

You may request a paper version of Electronic Communication. You acknowledge that the Company reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication, contact us at info@Low-Tels.com.

H. Your current valid email address is required for you to receive Electronic Communications from us. You agree to keep us informed of any changes in your

email address. You may modify your email address by contacting us at
HYPERLINK "mailto:info@Low-Tels.com" info@Low-Tels.com.

I. You are warranting to us that you are able to retain our Electronic Communications by printing and/or downloading and saving this POLICY and OTHER POLICIES and Electronic Communications, documents, or records that you agree to use your ES. You accept Electronic Communications provided to you by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such capability satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

5. **YOUR ACCOUNT AND YOUR IP ADDRESS.** If you use this Site, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password. You may not assign, disclose, or otherwise transfer your Account to any other person or entity, nor to allow such other person or entity to access your Account, except as expressly permitted herein. You acknowledge that Company is not responsible for third-party access to your Account that results from theft or misappropriation of your Account. Your IP address (a) may be suspended for a limited amount of time if you unsuccessfully attempt five times to log into the Site, or (b) in the sole discretion of Company, suspended or permanently banned for activity in contravention of this POLICY, or any OTHER POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest. If your account is suspended or permanently banned for activity in contravention of this POLICY, or any OTHER POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest; you shall not be entitled to any refund or credit of Membership Fee(s) paid.
6. **PERSONS UNDER THE MINIMUM AGE/DENIAL OF ACCESS TO SITES/BYPASSING PROTECTIONS.**
- A. Company does not permit the access, viewing, or utilization of this Site, or knowingly collects, either online or offline, personal information, from persons under the Minimum Age. You are solely responsible if a person under the Minimum Age accesses your Account, and you indemnify and hold harmless Company if a person under the Minimum Age accesses your Account.
 - B. You represent and warrant to Company that you are at least of Minimum Age, understand and agree to abide by the laws and regulations of the location(s) from which you access this Site.
 - C. You shall not, by means of "favorites" or "bookmarks" or like functions on any internet browser, or by any manual or automated process, gain access to any portion of our Site that allows you or any other person or entity to bypass agreeing to our TERMS AND CONDITIONS or OTHER POLICIES. If you enter the Site in violation of the foregoing, you or any other person or entity have accepted the TERMS AND CONDITIONS, and all OTHER POLICIES and your

entrance to the Site is your legally binding acceptance and signature of agreement of same, dated as of the date you entered the Site.

- D. Our Site and the software used therein are governed by the laws of the United States of America and are subject to its import and export laws. This Site and software may not be exported to any country where such exportation is illegal, or to any country in which its importation is illegal.
- E. You expressly indemnify and hold harmless Company for any claims of any nature, losses, or damages because of your failure to abide by the provisions of this SECTION II(6).

7. LINKS TO THIRD-PARTY SITES/THIRD-PARTY SERVICES

- A. This Site may contain links to other websites or provide information found on our Site ("Linked Sites") provided by Service Providers, Commercial Advertisers, social media providers, or others. The Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Site, including without limitation, any link contained within in a Linked Site, any changes or updates to a Linked Site, or the correctness or accuracy of any information provided by a Linked Site. Company is providing these Linked Sites to you only as a convenience, and the inclusion of any Linked Site does not necessarily imply endorsement by Company of the Linked Site or any association with its operators, except that
 - i. regarding a link within this Site to a Service Provider or a Commercial Advertiser to view and/or interact with a Service Provider or Commercial Advertiser's Advertisement (the "Linked Sites") on this Site does mean that Company may have received or accepted payment or other remuneration from a Service Provider for their Services, or if from a Commercial Advertiser, payment or remuneration for such Advertisement. Company does not endorse any particular Commercial Advertiser and does not warrant the services of any Service Provider or Advertisement of any Commercial Advertiser, including any links included within a Service Provider or Commercial Advertiser Link or warrant in ANY WAY, the service or product offered by such Service Provider or Commercial Advertiser; your warranty and remedy, if any, if the service you received from such Service Provider or Commercial Advertiser does not meet or exceed your expectations, your warranty or remedy is limited to those provided by such Service Provider or Commercial Advertiser and WE URGE YOU TO READ ALL TERMS AND CONDITIONS AND ALL OTHER POLICIES AND INFORMATION PROVIDED BY SUCH SERVICE PROVIDER or COMMERCIAL ADVERTISER. Company does not provide any contact information for a Service Provider or a Commercial Advertiser other than the contact information provided by the Service Provider or a Commercial Advertiser in their Advertisement or in our FAQ.
 - ii. Linked Sites may be either (a) information found on our Site but provided to us by a Service Provider e.g., by way of example ONLY and not limitation: Hotel pricing, room descriptions, airfare pricing, etc., (b) and/or

by automatic redirection to a Linked Site's website; or (c) by giving the User an option to "click" on a link to be redirected to a Linked Site's website.

- B. Certain services made available via the Site, including, but not limited to Site hosting and SERVICE PROVIDERS, are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the Site domain, you hereby acknowledge and consent that Company may share such information, and data with any third-party with whom Company has a contractual relationship to provide the requested product, service, or functionality on behalf of Site Users. Provided, however, Site hosting services and other SERVICE PROVIDERS are prohibited from using any PERSONALLY IDENTIFIABLE INFORMATION for any purpose other than to provide their services to our Site. Information regarding bookings, reservations, confirmation, ticketing cancellations, or refunds must be made directly to the Service Provider whom you paid for the Service Provider Purchase.
 - C. We may enter promotional relationships on a commercial basis with a commercial entity to promote or market our Site by a variety of methods. We do not endorse, and we are not responsible or liable for any content of such promotions or the types of promotions offered on our behalf by a third-party.
8. **LIMITATIONS.** You are granted ONLY, a non-exclusive, non-transferable, revocable, at our sole discretion and without prior notice, license to (a) access and use the Site strictly in accordance with this TERMS AND CONDITIONS POLICY and this Site's OTHER POLICIES and (b) to your Password. As a condition of your use of the Site, you warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these TERMS AND CONDITIONS or OTHER POLICIES. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.
- We do not grant you any licenses, express or implied, to the intellectual property or proprietary information of Company or our licensors except as expressly authorized by these TERMS AND CONDITIONS or OTHER POLICIES.
- We may, in the future, offer access to the Site, other than by internet web browsers, through applications for smartphones, smartwatches, tablets, etc. When we do, we will amend this TERMS AND CONDITIONS and OTHER POLICIES as necessary to provide for the use of such applications.
9. **MATERIALS PROVIDED TO SITE OR POSTED ON ANY COMPANY WEB PAGE**
- A. Company does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any Company Site or our associated services which is Voluntary Data Collection. However, by posting, uploading, inputting, providing or submitting Voluntary Data Collection, you are granting Company, our affiliated companies and necessary sub licensee's permission to use Voluntary Data Collection for the

operation of their businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Voluntary Data Collection. Voluntary Data Collection DOES NOT INCLUDE PERSONALLY IDENTIFIABLE INFORMATION.

- B. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. Company is under no obligation to post or use any Voluntary Data Collection you may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- C. By posting, uploading, inputting, providing or submitting Voluntary Data Collection you warrant and represent that you own or otherwise control all the rights to Voluntary Data Collection as described in this SECTION II(9) including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information.
- D. In no event do we warrant, under any theory of equity or law, the contents of this Site, whether submitted by a Service Provider, a Commercial Entity, User, Member, Commercial Advertiser, person, or entity promoting our Site by any means. Your choice to interact with, purchase from, or follow a link to another website, or Commercial Advertiser is solely your choice and you assume all risks for any such action. Other than for your PERSONALLY IDENTIFIABLE INFORMATION, we make no representation as to the safety, security, or otherwise, of the contents of this Site. Other than your PERSONALLY IDENTIFIABLE INFORMATION, you have no right of, or expectation of a right of, the privacy of any information you submit to this Site except as otherwise explicitly provided for in this TERMS AND CONDITIONS and OTHER POLICIES.
- E. Our Site may include surveys/questionnaires on its Site for Users, which shall be considered a part of Voluntary Data Collection and shall not be considered "SPAM".

10. INTERACTION BETWEEN USERS

- A. Company does not have access to and therefore does not monitor, any communications or interactions of whatever nature between Users or Members on this Site, including by and among Service Providers, and any third-party Site. Users and Members ARE SOLELY responsible for any interactions by and among them, on any other website or by any other means.
- B. You absolutely hold harmless and indemnify Company from any actions or inactions, or damages or losses of any nature resulting from your decision to interact with another User, Member, Service Provider, or Commercial Advertiser, whether online on another website or by any other means. Company EXPRESSLY disclaims ANY LIABILITY OF ANY NATURE WHATSOEVER RESULTING FROM ANY INTERACTION BETWEEN USERS, MEMBERS, SERVICE PROVIDERS, OR COMMERCIAL ADVERTISERS ON ANY OTHER WEBSITE OR BETWEEN USERS AND OTHERS BY ANY OTHER MEANS.

11. USER SUBMISSION: Each User, including, but not limited to, Members:

- A. agrees that:
 - i. Company is not responsible and does not represent or warrant the accuracy or veracity of any User Submission. As used in this SECTION II(11) "User Submission" means, regarding a:
 - 1. Member: Any content in any Voluntary Data Collection
 - 2. Commercial Advertisement: Any content in a Commercial Advertisement, including any content in a website owned or operated by a Commercial Advertiser.
 - 3. Any information on any website of any other third-party, including social media sites.
- B. agree that no User has any confidential information or proprietary rights regarding any Voluntary Data Collection, nor shall any User misappropriate any confidential information or proprietary rights of any other person in Voluntary Data Collection or an Advertisement.
- C. each User is aware that you may be exposed to another User's submission which may be objectionable, inaccurate, or not useful, and to which such other User may or may not have intellectual or other property rights or proprietary interest in such User Submission, and Company bears no responsibility or liability for such User Submissions.
- D. Company does review or monitor User submissions made directly to Company. In addition, Company reserves the right to delete User submissions, including Commercial Advertisements, so long as it does not conflict with Applicable Law, however, it is under no obligation to do so.
- E. each User is responsible for their User submission(s) and is solely responsible for any loss, damage, or other consequences of such User Submission.
- F. a User Submission of one User may not be shared, used, reproduced, copied, or otherwise used by another User excepted as permitted in this policy.
- G. No User may attempt to, or upload any text, picture, graphic or other Image or any other material to any portion of the Site, by any means. As used herein, "Image" shall mean any photographic, graphics, artwork, or similar visualization, whether such Image includes or does not include any written or verbal component.
- H. Sharing of Username and Password; Acts or Omissions of those with whom Usernames and Passwords were shared.
 - i. Notwithstanding any other language in this SECTION II(H), any Member who shares their Username and/or password with any other person or entity, irrespective of whether or not such sharing is permissible under this POLICY, both the Member and the person with whom the Username and/or password were shared shall be jointly and severally liable for any abuse of the Site, unapproved actions or unapproved transactions by the person with whom the Username and/or password were shared.
 - ii. No Member shall share his Username or password with another person or entity, including, but not limited to, another User. Sharing, by a Member of either their Username and/or password with any other person, will result in a suspension and/or termination of a Membership in Company's sole discretion, and no refund will be issued if a Member's Account is

terminated because of such sharing of the Username or password. Any misuse, unauthorized sharing of Username and/or password, abuse of the Site, unapproved actions or transactions by any person with whom a Member, hereby indemnifies and holds harmless Company from, any financial loss or other harm resulting from acts or omissions of the person(s) with whom the Member's Username and password were shared in contravention of this POLICY.

12. USER AND MEMBERSHIP STATUS. User and Member status are at the sole discretion of Company and may be denied or revoked at any time, with or without prior notice. In such an event, access to the Site may be denied. Revocation by Company of a Member or User may result from a failure to comply with all of the requirements or prohibitions contained in this POLICY or any OTHER POLICY, a failure to comply with all of the requirements or prohibitions contained on the Site, or for any act or omission that in Company's sole discretion is deemed to be defamatory, negligent or intentional torts, or that would pose a threat to Company's goodwill and reputation.

13. PRICING NOT TO BE REVEALED TO OTHERS To obtain such low prices for its Members, Company is severely restricted by certain Service Providers as to whom it advertises the prices it offers to its Users or Members. Therefore, NO USER or MEMBER may engage in any commercial advertisement, or via social media or like platform of any specific price for any Service made available to the Member through its Service Providers. Nothing, however, prevents a Member from sharing by word of mouth, or an internet post or like format, of what a "good deal I obtained" or "I saved 35%" or "I received \$25.00 back" or similar laudatory language they obtained from Company through its Service Providers or Cash-Back program.

14. CANCELLATION AND REFUNDS, TRIP INSURANCE

A. Generally:

- i. For all Services, the Service Providers Policies and those of the entities that provide Services to them, control cancellation policies, and whether a particular service by them is refundable or not.
- ii. Since you do not pay us for any Service, obviously you cannot seek a Chargeback against us. A Chargeback shall mean any attempt of any nature by Member to seek a credit or refund from a third party including, but not limited to, a credit or debit card issuer, processor, and merchant bank or like entity, where a Service Provider, has provided the Services in accordance with the Service Provider Policies.
- iii. Under no circumstances should a User or a Member attempt to, or receive any credit or payment from a Hotel, air carrier, or other entity OTHER than the Service Provider to whom they made the payment for the service, whether in whole or in part.

B. Trip Insurance.

- i. While we do NOT provide trip insurance directly and ARE NOT AN INSURER, we strongly suggest that you consider purchasing trip insurance. At some time in our lives we, and probably you, have had

interruptions to your planned travel, be it due to business scheduling issues, family issues, or health problems. Trip insurance is generally very reasonable in its cost and will bring you additional peace of mind should some covered occurrence under trip insurance happen to you.

- ii. You have, on our Home Page and Login Page, information and an opportunity that will allow you to click and be redirected one of our Service Providers who specializes in trip insurance and is highly regarded in providing trip insurance. We never endorse, recommend, or warrant the product or service provided by one of our Service Providers but we conduct our own due diligence, as should you, on any Service Provider. Of course, you are certainly free to forgo trip insurance or use a different company to provide trip insurance. If you are contemplating using another company for trip insurance, we certainly suggest that you check out the other potential suppliers of trip insurance for their customer satisfaction ratings and other due diligence for such other companies. In any event, trip insurance from a reputable insurance provider has been, in our experience, a safety net for a very reasonable price.
- iii. You should also be aware that if your purchase Trip Insurance from our Service Provider, we do receive a commission from that Service Provider for your purchase from our Service Provider.

15. OTHER TERMS AND CONDITIONS FOR MEMBERS. For Members, the following additional terms and conditions apply:

- A. The following information is not proprietary to you, and may, or may not, be considered PERSONALLY IDENTIFIABLE INFORMATION (see our PRIVACY POLICY). The following information will only be seen by you, and if necessary, by Company and/or Service Provider(s): your Email Address, any email directed specifically to you by Company or email sent by you to Company, the information you provide using any function, menu, submenu or drop down on the Site, Opting In or Opting Out of Cash-Back, FAQ, any facsimile sent to or from Us, this POLICY and OTHER POLICIES and all submenus thereof.
- B. Other than Voluntary Data Collection, Company does not claim ownership of the materials you provide to the Site regarding a request to become a Member or to Opt-In or to request that your Account be reset to decline the Opt-In feature.
- C. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. Company is under no obligation to post or use any Voluntary Data Collection. You may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- D. The use of a fictitious Actual Name is FORBIDDEN.

SECTION IV. APPLICABLE TO ALL USERS AND ALL OTHER POLICIES: EACH AND EVERY TERM, CONDITION AND PROVISION SET FORTH BELOW IS APPLICABLE TO ALL USERS, AND FURTHER EACH AND EVERY TERM, CONDITION, AND PROVISION SET FORTH BELOW APPLIES TO, IS

INTEGRATED INTO, AND INCORPORATED BY REFERENCE INTO EACH OF THE OTHER POLICIES OF THIS SITE.

1. INTERNATIONAL USERS

The Service is controlled, operated, and administered by Company from pursuant to the laws of the United States of America. All transactions are deemed to have occurred, for all purposes, within the United States of America regardless of the citizenship, domicile, or location of any User, Member, or Commercial Entity. If you access the Service from a location outside of the United States of America, you are responsible for compliance with all local laws of such locations. You agree that you will not use Company's content accessed through the Site in any country or any manner prohibited by any applicable laws, restrictions, or regulations.

2. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any TERMS AND CONDITIONS AND ALL OTHER POLICIES of this Agreement or your violation of any rights of a third-party, or your violation of any applicable laws, rules or regulations or violation of any OTHER POLICIES. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

3. LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SERVICE PROVIDERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SAFETY, PRIVACY AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SERVICE PROVIDERS BE LIABLE FOR, AND YOU WAIVE AND RELEASE **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM** FROM ANY AND ALL DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, YOUR VIOLATION OF THE TERMS AND CONDITIONS OR ANY OTHER POLICY OF THE SITE, INCLUDING ANY COMPANY REMEDIES CONTAINED THEREIN, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, OR ANY OF ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS AND ALL OTHER POLICIES OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

COMPANY IS NOT, AND WILL NOT BE, LIABLE OR RESPONSIBLE FOR ANY THIRD-PARTY CONTENT ON THIS SITE. COMPANY OFFERS SERVICES TO USERS AND/OR MEMBERS, WHICH ARE PROVIDED BY SERVICE PROVIDERS. COMPANY DOES NOT OPERATE, CONTROL, OR BY OTHER MEANS PROVIDE THE WORK OF THE SERVICE PROVIDERS. THEREFORE, USER AND/OR MEMBER AGREES THAT COMPANY ACTS ONLY AS AGENT FOR THE USER AND/OR MEMBER IN ACQUIRING SERVICES FOR THE USER AND/OR MEMBER AND WITH THE EXPRESS CONDITION THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ERROR, WHETHER BY ANY ACT OR OMISSION, ACCIDENT, LOSS, DELAY, INJURY, DEFECT, OR IRREGULARITY WHICH MAY OCCUR OR BE CAUSED OR OCCASIONED, WHETHER BY REASON OF ANY ACT, NEGLIGENCE OR DEFAULT OF ANY SERVICE PROVIDER OR PERSON ENGAGED IN OR RESPONSIBLE FOR CARRYING OUT ANY OF THE ARRANGEMENTS OF A SERVICE PROVIDER, OR OTHERWISE IN CONNECTION WITH ANY ACT OR OMISSION BY A SERVICE PROVIDER.

4. TERMINATION/ACCESS RESTRICTION/APPLICABLE LAWS/JURISDICTION/VENUE/CONTRACT FORMATION/OTHER

- A. Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware, United States of America, without reference to its choice of laws or conflict of laws provision. The contract formed between User and Company is deemed to have been made and performed in the State of Delaware, USA. User hereby consents to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. In any action to enforce the provisions of this TERMS AND CONDITIONS OR ANY OTHER POLICIES, venue and jurisdiction shall lie in the applicable Trial and Appellate Courts of the State of Delaware and the United States of America having jurisdiction, venue and forum over the Company and each User and Member hereby irrevocably consents to the jurisdiction of such Courts and waives any argument or assertion of forum non conveniens.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these TERMS AND CONDITIONS AND ALL OTHER POLICIES including, without limitation, this provision.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company because of this Agreement or use of the Site. Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company 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 Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Company with respect to the Site. A printed version of this Agreement and 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 policy of Company and a User that the TERMS AND CONDITIONS AND OTHER POLICIES and all related documents are to be written in English, and this English language version, not any

translation into any other language, shall be controlling. Neither this TERMS AND CONDITION NOR ANY OTHER POLICIES nor any term hereof may be amended, waived, discharged, or terminated other than by Company.

B. Contract Formation:

- . For all Users, you explicitly agree that when you enter this Site, you agree to be legally bound to all TERMS AND CONDITIONS and all OTHER POLICIES, and your entry into the Site is your ES and you agree that you have entered into a legally binding contract by entering the site, the consideration for such contract being your ability to view this website in exchange for us being able to share with you certain information about our Services, and for both parties, other good and valuable consideration, the value of which is acknowledged by the parties,
- i. When a User enters our Site at any time for any reason, you Agree that you explicitly are stating the following to us: "I hereby accept the TERMS AND CONDITIONS, Privacy Policy, Intellectual Property Policy", DMCA Policy and all OTHER POLICIES, you have provided your ES and have entered into a legal binding contract agreeing to all TERMS AND CONDITIONS and all OTHER POLICIES, the consideration for such contract being:
 - 1. Users can view this Site and take advantage of all Services and features available to Users and Members, and for both parties, receive other good and valuable consideration, the value of which is acknowledged by the parties.
 - 2. You acknowledge that all Electronic Communications from us to you regarding all applicable Site pages comply with all laws and judicial determinations of the United States of America relative to contract law.

5. CHANGES TO TERMS AND CONDITIONS AND ALL OTHER POLICIES

Company reserves the right, in its sole discretion, without prior notice, to change the TERMS AND CONDITIONS AND ALL OTHER POLICIES, under which Site is offered. The most current version of these TERMS AND CONDITIONS AND ALL OTHER POLICIES will supersede all previous versions of each respective POLICY. Company encourages you to periodically review the TERMS AND CONDITIONS AND ALL OTHER POLICIES to stay informed of our updates. You may find links to the most current TERMS AND CONDITIONS AND ALL OTHER POLICIES on the Home Page of this Site.

- 6. DELAYS OR OMISSIONS.** No delay or omission to exercise any right, power or remedy accruing to any Company upon any breach or default of any User under this TERMS AND CONDITIONS OR ANY OTHER POLICIES shall impair any such right, power or remedy of Company, nor shall it be construed to

be a waiver of any such breach or default, or an acquiescence therein, or of, or in, any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Company of any breach or default under the TERMS AND CONDITIONS OR ANY OTHER POLICIES, or any waiver on the part of Company of any provisions or conditions of the TERMS AND CONDITIONS OR ANY OTHER POLICIES, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in the TERMS AND CONDITIONS OR OTHER POLICIES. Only the Managing Member of Company is authorized to enter into a waiver and there shall be no exception thereto. No other person, including, but not limited to, any customer service representative, whether an employee or independent contractor, (if Company establishes a telephone customer service number) may waive any provision of this POLICY or OTHER POLICIES. Likewise, if a customer service person or other employee or independent contractor responds on behalf of Company to a Contact Us or fax or verbal inquiry such person may not waive any provision of this POLICY or OTHER POLICIES on behalf of Company.

7. **ENFORCEMENT.** User agrees that irreparable damage for which money damages would not be an adequate remedy would occur if any of the provision of this TERMS AND CONDITIONS OR ANY OTHER POLICIES were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that in addition to any other remedies Company may have at law or equity, Company shall be entitled to seek an injunction or injunctions, without the necessity to post bond, to prevent such breaches of this TERMS AND CONDITIONS OR ANY OTHER POLICIES and to enforce specifically the terms hereof.
8. **CONSTRUCTION.** The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against Company in drafting this TERMS AND CONDITIONS OR ANY OTHER POLICIES of, this Site shall not apply to any action on these TERMS AND CONDITIONS OR ANY OTHER POLICIES of this Site.
9. **FORCE MAJEURE.** Company is not liable for failure to perform Company's obligations, if any if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, delay or failure of electricity, internet, internet service provider, ("ISP"), telephone or other utility service, failure of any of the Company's, or its Service Provider's, or its User's, owned, hosted, rented or leased hardware or software or ISP, or any denial of service attacks or similar intentional or unintentional interruption of Company's ability or that of its Service

Provider's to conduct its business. ('Force Majeure').

10. CONFLICT

If there is any conflict or ambiguity between this TERMS AND CONDITIONS and any OTHER POLICIES, the terms, conditions, and provisions of this TERMS AND CONDITIONS policy shall prevail, provided that such interpretation is consistent with Company's intent.

- 11. PAROL EVIDENCE.** No parol evidence may be introduced to contravene or dispute this TERMS AND CONDITIONS OR ANY OTHER POLICIES except such parol evidence may be introduced by Company as to its intent as to the interpretation of this TERMS AND CONDITIONS and any OTHER POLICY.

12. CONTACT US

Company welcomes your questions or comments regarding the TERMS AND CONDITIONS AND ALL OTHER POLICIES at the address listed below:

Wholesale Hotels Group LLC
304 S Jones Blvd. #3526
Las Vegas, Nevada, 89107
United States of America

13. FAILURE TO ABIDE OR ACCEPT.

If you DO NOT AGREE TO ABIDE BY, OR FULLY ACCEPT, and ELECTRONICALLY SIGN the TERMS AND CONDITIONS AND ALL OTHER POLICIES, you MUST IMMEDIATELY EXIT THIS SITE. Links to these TERMS AND CONDITIONS AND ALL OTHER POLICIES may be found on the Home Page of this Site.

14. ORDER OF PREFERENCE IN INTERPRETATION.

A. If there is any conflict between any definitions or provisions of these TERMS AND CONDITIONS, OTHER POLICY, or the FAQ, this TERMS AND CONDITIONS POLICY shall prevail. If there is any conflict between any definitions or provisions of any OTHER POLICY and the FAQ, then the definitions or provisions of the OTHER POLICY shall prevail over that of the FAQ.

B. If there is any conflict between any language contained within our Site, including but not limited to this POLICY, any OTHER POLICY and the FAQ (Frequently Asked Questions), then any other written contract separate and apart from this POLICY, any OTHER POLICY, and the FAW, between us and a User or Member, then the definitions or provisions of any such separate written contract between us and User or a Member shall prevail over this TERMS AND CONDITIONS, any OTHER POLICY, the FAQ and the Site. The TERMS AND CONDITIONS and any OTHER POLICY shall prevail over any other language within the Site, in the order of precedence as set forth herein and otherwise in this

POLICY.

15. CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, AND TRADE SECRETS. This SECTION IV(15) sets forth definitions of, and how, Company's intellectual property (as set forth in its INTELLECTUAL PROPERTY POLICY), confidential information, (whether or not specifically labeled or identified as confidential), or Trade Secrets, as defined and governed by 6DE Code § 2001 (2016) as may be amended from time to time, whether provided orally, in writing, on Company's Site or by any other media, that was or will be disclosed to, developed, or learned by the, and that relates to the business, products, services, research, or development of or by Company or its Service Providers, distributors, investors, partners, and other business associates, and that has not become publicly known must be treated by any User or Member of any type.

A. Confidential Information includes:

- i. internal business information (including information relating to strategy, staffing, business, financial data, training, marketing, promotional and sales plans and practices, costs, bidding activities and strategies, rate and pricing structures (except as set forth on the Site,) and accounting and business methods);
- ii. identities of, negotiations with, individual requirements of, specific contractual arrangements with, and information about Company's suppliers, distributors, customers, investors, partners, and other business associates, their contact information, and their confidential information.
- ii. manufacturing parameters, material specifications, design specifications, design processes, technical drawings, prototypes, testing procedures and technical data, specific program information, trade or industrial practices, engineering practices and methods, techniques, computer programs, formulae, systems, research, records, reports, manuals, documentation, customer and supply lists, data and databases relating to those, and technology and methodology regarding specific projects; and
- iv. inventions, whether or not patentable, original works of authorship, Trade Secrets, know-how, other intangible property protectable under federal, state, or foreign law that is not generally available to the public or published by Company, other information concerning Company's or its customers' actual or anticipated products or services, business, research, or development, or any information that is received in confidence by or for Company from any other person, and any other information that was or will be developed, created, or discovered by or on behalf of Company, or that became or will become known by, or was or is conveyed to Company, that has commercial value in Company's business; and
- v. all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other

media, that contain or are based on all or part of the information described in SECTION IV(15)(A)(i) through SECTION IV(15)(A)(iv).

- B. In addition to the Confidential Information under 6 DE Code § 2001 (2016) as may be amended from time to time above, any code or coding in any format, and our HTML language are also our Confidential Information.
- C. Trade Secrets shall include, but not necessarily be limited to the name and contact information of any Service Provider, and the cost of payments by us, to any Service Provider. The only Service Provider(s) not considered Trade Secrets are those we name on our Site either directly, or to a Linked Service Provider. A "Linked Service Provider" is a Service Provider to which you are re-directed from our Site to the website of one of our Service Provider(s) and where the name of said Service Provider prominently appears on the initial webpage to which we re-directed you to from our Site.
- D. Without a written Non-Disclosure Agreement signed by both Company, and the User or Member, Company will not disclose its Service Providers name(s) or contact information as part of its compliance obligations under the General Data Protection Regulation (GDPR) of the European Union, and only then shall we supply the Service Provider Name and contact information ONLY to that (or those) Service Provider(s) were used by us to furnish a Service(s) to the person requesting that information under the GDPR.
- E. No person, including but not limited to any User, or Member may use any information displayed on our Site (irrespective of the modality used, e.g., computer with a built-in or external display, tablet, smartphone, watch or similar device that pairs with any of the aforementioned devices, or any other device capable of displaying any page of the Site, whether the device exists now or is created in the future).
- F. As set forth in this POLICY and our INTELLECTUAL PROPERTY POLICY, you have ONLY a revocable limited license to access, view, and/or use this Site to purchase Membership Fee and/or a Service(s). This Site is copyrighted with the United States Patent and Trademark Office (USPTO) and with similar entities in other countries.
- G. Under the USPTO "fair use" doctrine, you may copy FOR YOUR PERSONAL USE, and solely in connection with the permitted use of this Site, ONLY the text this POLICY and all OTHER POLICIES by use of a copy and paste technique, or if we choose to make, in the future this POLICY and or any OTHER POLICY, in our sole discretion, available as a downloadable PDF file. You are strictly prohibited from copying and pasting ANY OTHER part of any page on our Site.
- H. In addition, if the following is not included within our Copyright protection, the layout of any page of our Site, including any graphics, pictures, animated characters, animation, movie or similar multimedia presentation, the name, placement on the page, the information to be entered into any field on the page, any information or description of what should be entered into the field, the colors used as part of the overall layout of the page and

any other text or graphics are our proprietary information and may not be duplicated, in whole or in part by any methodology. In addition, including but not limited to, screen-prints, screen captures, pictures of the display captured by a snapshot or movie, whether by film or by an electronic media are our proprietary information and may not be used by you for ANY purpose other than if necessary to file a DMCA complaint with us but solely for that purpose and shared only with us. Except as otherwise noted herein, NONE OF OUR PROPRIETARY information may be used for any purpose other than to lawfully search, browse, apply to become a Member or Opt-In Member.

16. SANCTIONS BY THE UNITED STATES OF AMERICA

- A. From time to time, the Government of the United States of America may enact sanctions against certain countries, areas, or persons. Therefore, you agree that you will not enter or use this Site, or attempt to, or become a Member, or User of any type if there is an applicable sanction imposed against you, or your country or area where you are present, domiciled or from which you are accessing this Site. Nor shall any person whether a natural person, commercial entity or government or other entity where there is not a sanction in effect that precludes you from using this Site in general, use this Site for any purpose to engage in any prohibited transaction or other usages with a country or entity that is under a sanction is STRICTLY prohibited. The use of ANY method of any nature to circumvent any sanction, whether it be by using an IP address that does not indicate your true location or the giving of any false information is STRICTLY prohibited. An IP address used in such a way will be permanently banned. Nor shall any person use this Site in any way that aids or abets any person or entity deemed by the Government of the United States as being a terrorist, whether foreign or domestic nor may this Site be used in any way by any person or entity for the purpose of a terrorist or criminal act or aiding or abetting a terrorist or criminal act. Any Membership Fee or purchase of Services WILL NOT BE REFUNDED UNDER ANY circumstances and any attempt to violate any applicable sanction or any terrorist or criminal act will be reported to the appropriate authority
- B. A list of sanctioned countries, areas, and activities, along with details of such sanctions may be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

- 17. GDPR.** As of May 25, 2018, the European Union's General Data Protection Regulation (GDPR) became effective for members of the European Union and the European Economic Area. In addition, Switzerland, and in the United States, California and the State of Washington, have also issued relatively new privacy-related policies governing internet websites, and it is unclear as of the effective date of this POLICY, whether the United Kingdom is applying its own such privacy regulations or still using those of the European While we have been working towards full compliance with the GDPR into our PRIVACY POLICY,

we will not be compliant with the GDPR until we either, at our sole discretion, place a notice on our Home Page that we are GDPR compliant, OR, send an email to you to the email we have on file for you as a MEMBER.

Until we are fully compliant with the GDPR, no person in the European Union, the European Economic Area, the United Kingdom, Switzerland, and in the United States, the States of California or Washington (the “Excluded Areas”) may access our Site as a Visitor, User or a Member of any type. Once you see that our PRIVACY POLICY is noted, near the top of its first page, that it is GDPR Compliant Plus, we will then welcome, from the Excluded Areas, visitors, Users, and persons to apply to become Members (of any type). In addition, we may, in our sole discretion, but are not required to, place a notice on the Home Page and/or the Login/Registration Page of our Site that we are GDPR Plus compliant and/or to change our PRIVACY POLICY link at the bottom of the page to read as "PRIVACY POLICY (GDPR Plus) compliant. Please note also that we only use cookies for the functionality of our Site and that we are not collecting ANY information of ANY type from any person in the Excluded Area if they are entering our Site SOLELY for the purpose of determining that we have become GDPR Plus compliant.

Finally, as the date of our GDPR compliance in our Privacy Policy is listed on our Site, all this existing language in this SECTION III(17) becomes null and void, and is replaced, in its entirety by SECTION III(17) "[SAVED FOR FUTURE USE]".

18. UNSWORN DECLARATION UNDER PERJURY, ELECTRONIC SIGNATURE

ACT AND UNIFORM ELECTRONIC TRANSACTION ACT: You are agreeing, pursuant to 28 U.S.C. § 1746, Unsworn declarations under perjury, and you agreeing pursuant, to 15 U.S.C. § 7001 et seq. (ES Act), and agreeing pursuant to Delaware’s Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, indicating:

A. Your unconditional acceptance and agreement to abide by this TERMS AND CONDITIONS POLICY and all OTHER POLICIES, and

B. That you are of MINIMUM AGE, and

C. You are submitting an unsworn declaration, certificate, and verification, in writing, that you accept and agree that you have read, or have had the opportunity to read this TERMS AND CONDITIONS POLICY and all OTHER POLICIES, and that you agree to abide with said POLICES; that your continued use of this Site in any manner after your very first entrance into our Site constitutes that this, your unsworn declaration, certificate, and verification in writing is true and correct; that you accept and agree to SECTION IV(19) below, and that your acceptance of this POLICY and all OTHER POLICIES subscribed by you, is true under penalty of perjury, and dated, in substantially the following form:

(a). If executed without the United States: “I declare and verify, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct”. Executed on the date on which you, upon first entering our Site have read, or had the opportunity to read this POLICY and all OTHER POLICIES and that your continuation of the use of our Site is your, legal signature, for the purposes of this declaration and verification, or

(b). If executed within the United States, its territories, possessions, or commonwealths: "I declare and verify, under penalty of perjury that the foregoing is true and correct". Executed on the date on which you, upon first entering our Site have read, or had the opportunity to read this POLICY and all OTHER POLICIES and that your continuation of the use of our Site is your, binding, legal signature, for the purposes of this declaration and verification.

19. ES (OR ESIGN) ACT You agree pursuant, to 15 U.S.C. § 7001 et seq. (ESIGN) and pursuant to Delaware's Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, and 28 U.S. Code § 1746., Unsworn declarations under penalty of perjury, indicating, that you:

1. Intend, and if fact, do consent to this electronic transaction, and
2. That you and we intend to do business electronically, and
3. That you emailing or faxing us any notice of any nature, including but not limited to any DMCA Notice or DMCA Counter-Notice shall be, and act as, your electronic signature with regard to this electronic transaction, that your electronic signature is your binding, legal signature, and this transaction is effective as of the date upon which you email or fax any notice to Us and,
4. That you understand that you may withdraw your consent to an electronic transaction (but not your electronic signature) at any time by emailing notice of the same via our info@lowtels.com email address and that in doing so, your account will immediately be terminated with NO REFUND, and other than a DMCA Notice or Counter-Notice, a \$25.00 fee will be assessed for withdrawal of your consent.
5. That you may request an electronic copy of a transaction at no charge by time by emailing notice of the same via our info@lowtels.com email address putting "Request POLICY Acceptance" in the subject line of the email.

20. ADDITIONAL AGREEMENTS REGARDING YOUR ELECTRONIC

SIGNATURE: You additionally agree to the following:

- A. By becoming a User on these Sites, you are signing this POLICY electronically, and
- B. You agree your Electronic Signature (your "ES") is the legal equivalent of your manual signature on this POLICY, and
- C. By entering these Sites you agree your use of a keypad, mouse or another device to select an item, button, icon or similar behavior, or providing the Company any information, Voluntary Data Collection, entering a Username, password, phone number or any email address or addresses, sending any email, facsimile to the Company or entering into any transaction with us or any Service Provider, whether by direct entry by a keyboard, touchscreen or electronic dictation or like methodology, or in accessing viewing any part of any page of the Site, constitutes your ES of, and agreement to be legally bound by, this POLICY and all OTHER POLICIES, and
- D. That in making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your ES and you consent to be legally bound by this POLICY's terms and conditions just as if you had signed in writing your agreement to abide by this POLICY and all OTHER POLICIES.
- E. You also agree that no third-party verification or certification is necessary to validate your ES and that any absence or lack of such third-party verification or certification will not in any way affect the enforceability of your ES or the resulting contract between you and

this Company each and every time, on the date and time, you supply your ES as set forth in SECTION III(20) A through D above.

- F. You will need a computer or like device capable of interacting with our Site, an internet connection, and an internet browser, to enter into this electronic transaction.
- G. You understand that you may withdraw or revoke your consent at any time by emailing notice of same via our info@lowtels.com email address and that in doing so, your account will immediately be terminated with NO REFUND, and a \$25.00 fee will be assessed for withdrawal or revocation of your consent.
- H. You may request an electronic copy at no charge by time by emailing notice of the same via our info@lowtels.com email address putting "Request POLICY" in the subject line of the email.

21. WITHDRAWING OR REVOKING ES AND/OR YOUR ELECTRONIC COMMUNICATIONS DELIVERY WITH US.

- A. Revocation of electronic delivery. You have the right to withdraw your consent to receive/obtain communications via the Company at any time. You likewise may revoke your ES.
- B. However, your withdrawal or revocation in SECTION XII(A) above is effective ONLY as of the date and time we receive it and have had a commercially reasonable time to process such revocation or withdrawal. Further, your revocation or withdrawal DOES NOT RELIEVE YOU OF ANY OF YOUR PROMISES OR OBLIGATIONS TO US SET FORTH IN THIS POLICY OR ANY OTHER POLICY made prior to our receipt of same and a commercially reasonable period of time to process it. Further, you understand that the Company reserves the right to terminate your access to our Site if you withdraw or revoke your ES with the Company and/or with the Company if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent to receive Electronic Communications or ES, contact us at info@Low-Tels.com. If you send us any communications by ANY method or visit our Site, or act as a User or attempt to become a Member after you have sent us notice of withdrawal to receive Electronic Communications or revocation of ES, you are automatically again supplying us with your ES to this POLICY and all OTHER POLICIES as well as to receive Electronic Communications from us.

22. UPDATING CONTACT INFORMATION. You may update your contact information by updating their profile on the Site.

23. YOUR OBLIGATIONS REGARDING YOUR OPERATING SYSTEM, SOFTWARE AND HARDWARE, SOFTWARE, AND OPERATING SYSTEM.

You are responsible for the installation, maintenance, and operation of your electronic devices (computer, smartphones, tablets, etc.), website browsers, internet access, and software. We are not responsible for errors or failures from any malfunction of your electronic devices, website browser, internet access, or software. The Company is also not responsible for computer viruses or related problems associated with your equipment, software, browsers, or the internet.

24. YOUR OBLIGATIONS REGARDING YOUR OPERATING SYSTEM, SOFTWARE AND HARDWARE, SOFTWARE, AND OPERATING SYSTEM.

You are responsible for the installation, maintenance, and operation of your electronic devices (computer, smartphones, tablets, etc.), website browsers, internet access, and software. We are not responsible for errors or failures from any malfunction of your electronic devices, website browser, internet access, or software. The Company is also not responsible for computer viruses or related problems associated with your equipment, software, browsers, or the internet.

25. CHANGES TO THIS POLICY

Company reserves the right, at any time, and for any reason, in its sole discretion to change this POLICY. The Effective Date of the most recent version of this POLICY will always be displayed at the very beginning of this POLICY, and the POLICY shall be effective as of said date. Users are encouraged to frequently check this POLICY and all OTHER POLICIES of this Site.

26. COPYRIGHT OF CONTENTS OF THE POLICIES APPEARING IN THE LEGAL CORNER OF THIS WEBSITE. The TERMS AND CONDITIONS, Privacy Policy, Intellectual Property Policy, and DMCA Policy, of this Site, are the property and Intellectual Property of, and copyrighted by **Wholesale Hotels Group LLC. d/b/a Low-Tels.com.**

27. NOTIFICATION OF CHANGES TO THIS POLICY OR ANY OTHER POLICY.

Company shall, at its sole discretion, notify Members of any changes to this TERMS AND CONDITIONS or any OTHER POLICY by either, or both, (a) sending a notice that this POLICY or any OTHER POLICY has changed by sending an email to the email address we currently have on file for a Member at the time we send an email notifying Members of such changes or (b) placing a notice of such change(s) on our Home Page. If we elect to send an email as a notice of the change to our TERMS AND CONDITIONS or ANY OTHER POLICY, each Member shall be deemed to have received, read and agreed to the change of the TERMS AND CONDITIONS or any OTHER POLICY as of the date and time at which we sent such email. We are not responsible if a Member did not receive, and/or open and/or agreed to any such changes, irrespective of any cause or reason the Member did not receive, and/or open, and/or read any such emailed notice of the change. If a Member continues to access and/or use our Site after we have sent an email with a notice of the change, the Member will be deemed to have accepted the POLICY or any OTHER POLICY as of the effective date noted in the changed policy.

If a person or entity is only a User and not a Member since we do not have an email address by which to notify you of any change in any policy, you are advised to read TERMS AND CONDITIONS and any OTHER POLICY anytime you access or use our Site and your access and/or use of our Site will be deemed as your agreement to any change in any policy since you last used or accessed our Site.

28. ENTIRE AGREEMENT. This POLICY constitutes the final agreement of the parties, including all OTHER POLICY. It is the complete and exclusive expression of the parties' agreement about the subject matter of this POLICY and all OTHER POLICY. All prior

and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this POLICY are expressly merged into and superseded by this POLICY. The provisions of this POLICY may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this POLICY by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this POLICY and OTHER POLICY. Except as set forth expressly in this POLICY, there are no conditions precedent to this agreement's effectiveness.

29. HEADINGS. The descriptive headings of the sections and subsections of this POLICY are for convenience only and do not affect this POLICY's construction or interpretation.

30. NECESSARY ACTS; FURTHER ASSURANCES. Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this POLICY contemplates or to evidence or carry out the intent and purposes of this POLICY.