

IYOVIA GO Membership Terms and Conditions

Updated: June 1, 2022

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By clicking "I AGREE" and by completing the online **IYOVIA GO** application, I agree to be bound by these Terms and Conditions.

IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT EACH OF US IS GIVING UP RIGHTS TO SUE THE OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.

We may update these terms and conditions from time to time by notifying you of such changes by any reasonable means, including by posting revised terms and conditions on the Web Site and in your back office. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised terms and conditions incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Web Site after we post any changes, you accept the updated terms and conditions.

The "Last Updated" legend above indicates when these terms and conditions were last revised.

These Terms and Conditions set out the basis on which a Member may participate in **IYOVIA GO** ("IYOVIA GO") program. The following provisions govern the use of Membership:

Definitions:

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

- **Affiliate:** A third party with whom **IYOVIA GO** has entered into a contract wherein the third party provides Benefits to Members of the closed-user group program operated by **IYOVIA GO**.
- **Benefits:** Access to the various special products and services made available to Members, which Benefits shall be as published on the **IYOVIA GO** website. Benefits may include preferred rates, net rates, special offers, exclusive products, or pricing and such other products and services as **IYOVIA GO** shall in its sole discretion offer from time to time.
- **Initial Fee:** The one-time payment due on application to become a Member.
- **Member:** A person who has made an application to become a Member, accepted the Membership Terms and Conditions, been accepted by **IYOVIA GO** as a Member, and who has paid the Initial Fee and continues to pay the Monthly Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Monthly Fee when due.

- **Membership:** Participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by **IYOVIA GO** through the Membership program.
 - **Monthly Fee:** The monthly payment made by a Member to maintain Membership in the program.
 - **Web Site:** The **IYOVIA GO** website www.iyovia.travel or subdomains of that Web Site and any other websites including subdomains through which **IYOVIA GO** may offer access to IYOVIA Benefits from time to time.
 - **IYOVIA GO or We:** Phylia Inc. dba **IYOVIA GO**.
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1. To become a Member of **IYOVIA GO**, you must be 18 years of age or older and reside in a market in which **IYOVIA GO** offers Memberships.
2. **IYOVIA GO** may refuse to accept any Membership Application in its sole discretion.
3. Membership in IYOVIA becomes effective only when the Membership Application is accepted by **IYOVIA GO**, the Initial Fee and the first Monthly Fee is paid and received by **IYOVIA GO**, and when you complete your online Membership Application you have accepted the Terms and Conditions of Membership. Continued Membership is at all times after acceptance conditional upon payment by you of the Monthly Fee. The Monthly Fee may be varied by **IYOVIA GO** upon reasonable notice to you.
4. If paying by credit or debit card or using an e-wallet account, you hereby certify that the credit or debit card or e-wallet account used to make payment is held in your name or that you are an authorized user of the card or account. You hereby authorize **IYOVIA GO** to charge your credit or debit card or e-wallet account identified in your Application, or advised to **IYOVIA GO** from time to time, with the Initial Fee and the Monthly Fee. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Fee and the recurring Monthly Fee until the Membership is canceled by notice in writing in accordance with these Terms and Conditions.
5. Your Membership shall remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to **IYOVIA GO** by email to support@iyovia.com or (ii) terminated by **IYOVIA GO** by sending in writing, notice of cancellation of your Membership to you by email at the email address held on file by **IYOVIA GO** for you at the date of the notice or using the cancellation option in your back office. (Notice to **IYOVIA GO** must include your name, address, and Member Identification Number and must be sent from the email on file with **IYOVIA GO** for your Membership). Your Membership will also be terminated with immediate effect if you stop payment of the Monthly Fee or if any of the information provided by you on your Application is found to be false, inaccurate, or fraudulent. Notice of cancellation must be received by **IYOVIA GO** at least five (5) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than five (5) business days prior to the scheduled charging date, cancellation will become effective in the month following the month in which the notice of cancellation is received by **IYOVIA GO**. Termination by either party shall terminate your use of the Benefits of Membership

and access to the Web Site with effect from the next scheduled payment charging date. Except as otherwise required by applicable law, you may cancel your Membership without penalty or obligation within seven (7) days from the date of your application or payment (whichever occurs first) to become a Member and receive a 100% refund of all Membership fees paid in accordance with our Refund Policy which is published at www.iyovia.com. If you cancel your Membership after booking travel using your Membership, **IYOVIA GO** may choose to cancel your travel and refund the cost already paid. If **IYOVIA GO** chooses to make a refund to you, it shall not be responsible for any other costs, such as flights or pre-booked excursions, incurred by you in connection with the cancellation of your booking. **IYOVIA GO** also may terminate your Membership at any time and may do so immediately without notice, and deny you access to the Site, if in its sole discretion **IYOVIA GO** determines that you have failed to comply with any term or provision of these terms and conditions ("Cause"). If **IYOVIA GO** cancels your Membership for Cause, no refund will be due to you. If **IYOVIA GO** cancels your Membership other than for Cause, no refund or credit will be due to you except for the unused portion of the then-current month's Membership fee. **IYOVIA GO** reserves the right in its sole discretion to approve or deny the reactivation of a canceled Membership. If you apply to reactivate a canceled Membership within six (6) months of cancellation, your account may only be reactivated with the same IBO enroller as your prior Membership.

6. **IYOVIA GO** supplies certain Benefits itself and/or through associated entities but also contracts with various Affiliates to provide Benefits to Members, which Benefits will change from time to time. **IYOVIA GO** shall at all times provide updated information as to Benefits available via its website and by notice to Members. You acknowledge that all post-sale customer service support may be rendered in English by **IYOVIA GO** or its Affiliates.
7. Benefits may be booked and used by any Member and by one (1) adult aged 18 or older who resides in the same household as the booking Member, including a spouse, civil, or other partner. Unless otherwise stated in booking-specific terms, a maximum of two (2) adults aged 18 or older may travel on a single travel booking provided at least one (1) adult on the booking is a Member or is an adult aged 18 or older who resides in the same household as the Member. A Membership may only be held in the name of an individual person; **IYOVIA GO** does not accept Membership Applications in multiple names, partnerships, or in the names of business entities.
8. Members may take dependent children on **IYOVIA GO** travel trips by paying the designated trip charge. Children may be charged an additional Dependent Child Fee (DCF), which is particular to each trip and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in school and 18 years of age or under. Those children who are over the age of 18, unmarried, residing with their parent(s) or legal guardian(s), and attending school (up to the age of 25) are also considered dependent children. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal guardian(s) is a dependent child. Additional rooms for dependent children under the age of 18 years

not sharing accommodation with adult guests can be requested but are not guaranteed to be available and will be subject to additional charges which may vary.

9. 9. You agree that it is your responsibility to choose which Benefits you use and/or travel you purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of these Terms and Conditions. You further agree that, except in accordance with these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Fee and Monthly Fees as a result of your non-use of any of the Benefits of IYOVIA. Benefits available may be varied and/or replaced by alternative Benefits at any time in the sole discretion of **IYOVIA GO**.
10. You agree that due to the inherently limited inventory in the travel industry, the availability of specific travel services or features such as room upgrades or amenities is not guaranteed and may be subject to limits on availability or price, which may vary. You further agree that IYOVIA GO will make every available opportunity to offer you the best possible price, but that prices may increase above the initially published price due to limited inventory availability. All travel is booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by Affiliates such as minimum or maximum age requirements, travel insurance, and visa requirements. It is your responsibility to ensure that you are able to comply with the booking terms including any such restriction or requirements before booking. IYOVIA GO shall not be responsible for your failure to comply with such restrictions or requirements, where you have been advised of these on or prior to booking.
11. Membership is personal to you as a Member and you may not transfer, assign, charge, or otherwise dispose of any of your rights or obligations without the prior written consent of IYOVIA GO. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held.
12. These Terms and Conditions must be read in conjunction with the terms and restrictions unique to each Affiliate, and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Affiliate supplying such products or services to the Member.
13. All materials, information, software, products, and services included on or available through the Web Site (the "content") are provided "AS IS" and "AS AVAILABLE" for your use. The content is provided without warranties of any kind, either express or implied.
14. Under no circumstances shall IYOVIA GO, its affiliates, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, or the employees, agents, officers, or directors of the foregoing parties (collectively, the "covered parties") be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from: The use of, or inability to use, the Web Site; Any inaccuracy, error, delay in or omission of, any information, or the transmission or delivery of any information; Any negligent or reckless act or omission; or Any force majeure event. In no event shall any of the covered parties' liability for damages to a Member exceed the Initial and Monthly Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.
15. **PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

Using or accessing the Web Site and/or enrolling as a Member constitutes your acceptance of this Arbitration provision. Please read it carefully, as it provides that you and we will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

A. Class Action Waiver and Agreement to Arbitrate

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND IYOVIA, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT IYOVIA AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

B. Arbitration Process and Procedure

The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms and Conditions and will be final and binding. The arbitrator will have the authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms and Conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms and Conditions will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflicts of law rules.
17. We grant you only a limited, non-transferable, and non-exclusive license to use the software, documentation, and other content of the Web Site necessary to access, explore, and otherwise use the Web Site in real-time and to use the materials and the Benefits of IYOVIA on the Web Site in a manner consistent with these Terms and Conditions.
18. Any software made available to download from the Web Site (the "Software") is the copyrighted work of IYOVIA GO, its subsidiary, associated or affiliated entities, and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Web Site.
19. Without limiting the foregoing, copying or reproduction of the Software or the Web Site content to any other server or location for further reproduction or redistribution is expressly prohibited.
20. You shall not use, disseminate, or reproduce any IYOVIA GO trademarks, copyrights, or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration, or any other advertising or marketing outlet without the express written consent from the IYOVIA GO Compliance department.
21. You shall not use the Web Site for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to IYOVIA GO, the general public, or other users. In such instances, you shall forfeit any incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership. In addition, you agree to refund to us the reasonable value of any incentives or remuneration you receive or realize as a result of any illegal or wrongful conduct or conduct in violation of these Terms and Conditions.
22. No relationship between IYOVIA GO and any third parties, including but not limited to travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of IYOVIA GO, who post, publish, view, receive, or utilize information and/or materials on the Web Site shall be construed as establishing an agency, employment, partnership, joint venture, or any other relationship giving rise to vicarious liability of IYOVIA GO, its subsidiaries, associated or affiliated entities.
23. We may revise and amend these Terms and Conditions from time to time. Your use of any of the Web Site and Benefits offered in IYOVIA will be subject to the Terms and Conditions in force at the time you access the Web Site and the Benefits, and your use of the Web Site and/or the Benefits shall constitute your acceptance of the applicable terms and conditions.
24. By completing and submitting the Membership Application online, you specifically authorize IYOVIA GO to transfer and disclose personal or confidential information which you have provided to IYOVIA GO in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents, and vendors and to IYOVIA GO independent sales representatives and to applicable

government or regulatory bodies, if required by law. You consent to IYOVIA GO and its parent and associated or affiliated companies, its partners, licensees, agents, vendors, and independent sales representatives communicating with you by electronic mail at the email address and/or by text message at the cell number you have entered on the Membership Application Form or as advised to IYOVIA GO by you from time to time. Such emails and/or text messages may include offers and solicitations for the sale and purchase of IYOVIA GO products, sales aids, and services. Your consent to receive such emails and/or text messages shall survive the termination or expiration of this agreement for any reason unless and until you inform IYOVIA GO of revocation of consent to receive such communications. You may revoke your consent in writing by emailing support@iyovia.com or by utilizing the unsubscribe option contained within an IYOVIA GO email or text communication.

25. IYOVIA GO, its parent, subsidiaries, or associated or affiliated companies, and their directors, officers, owners, employees, assigns, and agents (collectively referred to in this section as "Associates"), shall not be liable for, and you hereby release IYOVIA GO and its Associates from, all claims for consequential and exemplary damages. You further agree to indemnify IYOVIA GO for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your conduct when traveling as an IYOVIA GO Member.
26. IYOVIA GO may at any time set off any liability of the Member against any liability of IYOVIA GO, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these terms and conditions. Any exercise by IYOVIA GO of its rights under this section shall not limit or affect any other rights or remedies available to it under these Terms and Conditions or otherwise.
27. The Membership online application and these Terms and Conditions constitute the entire contract between you and IYOVIA GO relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force or effect.
28. Any waiver by IYOVIA GO of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of IYOVIA GO. Waiver by IYOVIA GO of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.
29. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of these Terms and Conditions will remain in full force and effect.
30. Sections 14, 15, 16, 17, 18, 19, and 20 shall survive the termination of your Membership and these Terms and Conditions.