

Acceptance of Terms by the Vacation Expert (Independent Travel Agent)

Terms of Service between Travel Planners International, Inc. ("TPI") dba MyVacationExperts ("MVE") and Vacation Expert (Independent Travel Agent)

VERY IMPORTANT INFORMATION. PLEASE READ CAREFULLY. THIS IS A BINDING CONTRACT. By registering with TPI through our online system or otherwise, or by using the service(s) provided under these Terms of Service ("Terms"), you accept all terms and conditions of these Terms. If you do not agree to these Terms, please do not register with TPI.

As used herein, the term "you" refers to the person identified in the Travel Agent Registration form ("Account Owner") that registers for an TPI Travel Agent Account and all other persons authorized by the Account Owner to purchase Leads (as defined below) under the account of the Account Owner.

Description of Services

TPI provides a service that connects Independent Travel Agents (as defined below) to users of the MVE website ("Users") who submit trip requests (which include User contact information and trip itineraries) ("Leads"). These Leads are offered for sale by TPI to Independent Travel Agents who can service the trip itinerary of the User. TPI may at any time deny new applicants (Independent Travel Agents) registration due to supply and demand factors. For the purposes of these Terms, an "Independent Travel Agent" is any person(s) or entity who acts as an agent(s) of a supplier of, sells or offers for sale any travel, transportation or vacation arrangements.

Registration

Registration with MVE as an Independent Travel Agent is free of charge. By registering with MVE and opening an MVE Account, you represent and warrant to TPI that all information submitted to TPI is current, complete and accurate. You further agree that you will keep this information current and up to date. If you register with MVE, TPI will provide you with an individual password selected by you for your MVE Account. You are responsible for keeping the password confidential and you are responsible for all activities that occur with the use of the MVE Account, whether or not such use is authorized. You agree that you will not share your password with anyone else and if you discover any unauthorized use you will immediately inform TPI of such use. You also agree to accept any solicitations from other travel industry related suppliers.

Lead Email Alerts

By registering with MVE you agree that MVE and/or TPI may send you from time to time emails alerting you of Leads (without full client contact information) available for purchase. You are under no obligation to purchase any Leads from MVE. You also agree that MVE may send you from time to time communications notifying you of any TPI and/or TPI promotions, contests, updates and surveys.

Purchase of Leads

If you decide to purchase a Lead from MVE, you shall purchase the Lead from TPI at the then prevailing price of the Lead as indicated on the online order form. You hereby expressly authorize TPI to charge the credit card account(s) provided by you in the online order form, or any other credit card account substituted by you from time to time for all charges owed by you to TPI under or in connection with these Terms. TPI charges the full amount of each invoice at the time of order. If it becomes necessary to take action to receive payment, for any reason whatsoever, you agree to pay all costs and expenses of collection, including, but not limited to, attorneys' fees, the fees of any collection agency and court costs. Leads are subject to availability, and prices are subject to change.

Servicing Leads

By purchasing Leads you acknowledge and agree that (i) only the person purchasing the Lead may contact the User, (ii) you will attempt to contact the User immediately but within four (4) hours of purchase; (iii) you will only contact the User in the manner indicated by the User in the Lead; (iv) you will not disclose, sell, transfer, assign or give any Lead provided by or through MVE to any other person or entity, (v) you will use the Leads solely for the purpose of responding to the trip request of the User, (vi) you will comply with any and all applicable federal, state and local laws, rules and regulations and any applicable industry and ethical standards, (vii) you will not act or omit to act in any way towards a User that is fraudulent, deceptive, threatening, abusive, harassing, discriminatory, defamatory or invasive of that person's privacy, and (viii) you will not take any action designed to manipulate user feedback, reviews and ratings.

Vacation Expert Profile

By submitting your Vacation Expert Profile MVE, you grant, and you represent and warrant that you have the right to grant, to MVE an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, display, and distribute your Vacation Expert Profile (including, without limitation, any and all information, images and content contained therein) to Users and to prepare derivative works of, or incorporate into other works, your Vacation Expert Profile.

User Feedback, Reviews and Ratings

Users may from time to time submit feedback and reviews to MVE and/or TPI about the services rendered by you in connection with your servicing of a Lead. You understand that MVE and/or TPI may from time to time publish such feedback and reviews and use such feedback and reviews to rate the services rendered by you. You acknowledge that MVE and/or TPI does not control, pre-screen and is not responsible for such feedback and reviews made that by purchasing a Lead you may receive feedback and reviews that are inaccurate, defamatory, offensive, indecent, inaccurate, misleading, discriminatory or otherwise objectionable.

Proprietary Rights

You acknowledge and agree that TPI owns, solely and exclusively, all rights, title and interest in and to the MVE websites (the "Websites") including, but not limited to, all copyright, trademark, trade name, service mark, patent, trade secret, moral, database and other intellectual property and proprietary rights inherent therein or appurtenant thereto. MVE is a trade mark of TPI. All other trademarks, logos, and service marks (collectively the "Marks") used in the Websites are the property of TPI or their respective owners. Your use of the Website should not be construed as the granting, by implication or

otherwise, any license or right to use any marks or any other proprietary rights without the prior written consent of TPI.

Representations and Warranties

You represent, warrant, covenant and specify in the vacation expert "Independent Travel Agent" profile to MVE that (i) all persons authorized by the Account Owner to use the MVE Account are Independent Travel Agents, (ii) you maintain all requisite licenses, certifications, registrations, accreditations and authorizations required for the conduct of the Travel Agent business and all such licenses, certifications, registrations, accreditations and authorizations are valid and in good standing; (iii) you have the full right, power and authority to enter into these Terms, (iv) the execution of these Terms by you and your use of the Leads do not and will not violate any law or regulation or any agreement to which you are a party, and (v) you may not use any hardware or software intended to damage or interfere with the proper and timely functioning of any service offered by MVE and/or TPI to surreptitiously intercept any system, data or personal information from MVE.

Termination

Either party may cancel these Terms at any time, with or without cause, by written notice to the other party. Notice of cancellation by you must include your full name, email address and password for proper identification. You may cancel by sending an email to: info@tpionline.com, with "cancel" typed in the subject field and the foregoing information included in the body of the message. MVE and/or TPI may cancel service by email notice at your last known email address. In the event that an invoice/order is in mid process at the time of termination, MVE will complete its obligation to fulfill any balance of Leads due to you and you shall be obligated to make payment in full for such invoice/order; provided, however, if you contest a charge or have breached a payment or other obligation under these Terms, then MVE shall have the right, at its discretion, to cease providing any further Leads to you.

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE LEADS ARE PROVIDED HEREUNDER "AS IS" WITH NO WARRANTY WHATSOEVER AND THAT YOUR USE OF ANY SERVICES PROVIDED BY MVE ARE AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT MVE DOES NOT INVESTIGATE OR OTHERWISE 100% VERIFY ANY OF THE LEADS. MVE DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT. MVE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT MAY BE OBTAINED BY PURCHASING LEADS AND UNDER NO CIRCUMSTANCES WILL MVE BE RESPONSIBLE FOR ANY INTERACTIONS BETWEEN YOU AND ANY USER INCLUDING, WITHOUT LIMITATIONS, ANY TRANSACTION THAT MAY RESULT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN MVE ACCEPTS NO LIABILITY IF IT IS UNABLE TO PERFORM A SERVICE AS A RESULT OF (I) A TECHNICAL PROBLEM WHICH IS NOT IN ITS CONTROL OR FOR WHICH IT IS NOT RESPONSIBLE FOR, OR (II) THE NON OR PARTIAL PERFORMANCE OF ANOTHER PARTY UPON WHICH IT IS DEPENDENT TO PERFORM A SERVICE.

Limitation of Liability

MVE DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ANY WAY ARISING FROM (A) THE USE OR DISCLOSURE OF ANY LEAD; AND (B) ANY TRANSACTION BETWEEN YOU AND A USER. WITHOUT LIMITING THE FOREGOING, MVE SHALL NOT BE LIABLE FOR DAMAGES EXCEEDING THE AMOUNT PAID BY YOU TO MVE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEEDING THE EVENT THAT GAVE RISE TO THE DAMAGES. IF THERE IS A DISPUTE BETWEEN YOU AND ANY USER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE LEAD(S) AND/OR THE SERVICES PROVIDED BY MVE, YOU UNDERSTAND AND AGREE THAT MVE IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT YOU HAVE SUCH A DISPUTE, YOU HEREBY RELEASE TPI, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnification

You shall indemnify and hold harmless TPI (and its officers, directors, agents, employees, successors and assigns) from and against any and all liability, damage, loss or expense, including reasonable attorney's fees, arising from any claim, demand, action or proceeding based upon or arising out of any use of a Lead, use of any service provided by MVE and/or TPI, or the breach or alleged breach of any of the representations and warranties or other terms and conditions set forth herein.

Terms Subject to Change

These Terms are subject to change by TPI at any time. TPI will notify you of any changes by last known email. Changes shall become effective five (5) days after emailing to you such new terms. Your failure to cancel these Terms within such period shall constitute your agreement to be bound by the new terms.

Miscellaneous

Claims for enforcement, breach or violation of duties or rights under these Terms shall be adjudicated under the laws of the State of Florida, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of the Circuit Court, Ninth Judicial Circuit, in Orlando, Florida in all disputes arising out of or relating to the use of the Leads and/or services provided hereunder. You agree that no joint venture, partnership, employment, or agency relationship exists between you and TPI as a result of these Terms or use of any of MVE services. There are no third party beneficiaries of these Terms. If any part of these Terms 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 Terms shall continue in effect. No waiver of any term or condition of these Terms will be valid or binding on a party unless agreed upon by such party in writing. The terms and conditions contained in these Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written. The following sections survive any termination of these Terms: "Acceptance of Terms by the Vacation Expert (Independent Travel Agent)", "Description of Service", "Registration", "Lead Email Alerts", "Purchase of

Leads", "Servicing Leads", "Vacation Expert Profile (Independent Travel Agent)", "User Feedback, Reviews and ratings", "Proprietary Rights", "Representations and Warranties", "Termination", "Disclaimer of Warranties", "Limitation of Liability", "Indemnification", "Terms Subject To Change", and "Miscellaneous".

Frequently Asked Questions

Please see our FAQ's section of our website <http://www.MyVacationExperts.com/agents>

Contact us

To contact us for any reason, including a request to be added to or taken off a list, or if you have any concerns or questions, please contact us:

By phone: 407-331-3888

By postal mail: Travel Planners international, Inc.

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By email: info@tpionline.com