

TRAVEL AGENCY SERVICES DESK TERMS AND CONDITIONS

Last updated: November 17, 2020

The travel agency services desk (“**ASD RezSaver**”) is made available by American Express Travel Related Services Company, Inc. (“**American Express**” or “**AmEx**”). Access to and use of ASD RezSaver is subject to these terms and conditions (“**Terms**”). The travel agency acknowledging and agreeing to these Terms shall be referred to hereafter as “**Travel Agency**”. ASD RezSaver includes this platform (which may include, without limitation, a website or other systems) and Travel Agency’s ability to book select American Express travel programs through ASD RezSaver on behalf of and at the explicit request of American Express card members who are eligible to book such programs under the terms of their Card Member Agreement with American Express (individually referred to as “**Card Member**” and collectively “**Card Members**”). American Express travel programs may include, Cruise Privileges Program, Platinum Destinations Vacations, Fine Hotels + Resorts® and The Hotel Collection (individually referred to as “**Program**” and collectively referred to as “**Programs**”). All Program bookings must comply with the terms and conditions of the Program being booked and these Terms (“**Program Bookings**”). The terms and conditions applicable to a given Program or Program Booking are provided on this website or, if unavailable on this website, on AmExTravel.com (“**Program Terms**”); Program Terms are subject to change at the sole discretion of AmEx. AmEx shall have sole discretion as to what Programs it makes available for booking through ASD RezSaver or otherwise, including, without limitation, for booking by Travel Agency. These Terms may be updated from time to time at the sole discretion of AmEx and without notice to Travel Agency. Any such updates shall be effective upon posting to this website. Continued access to and use of ASD RezSaver signifies your unconditional agreement to the Terms as updated. Travel Agency represents and warrants that the individual who agrees to these Terms has the authority to do so for and on behalf of Travel Agency and to bind Travel Agency in relation to these Terms. By clicking the “Agree” button provided below, Travel Agency represents and warrants that it has reviewed, understands and agrees to these Terms, as further described herein. **IF TRAVEL AGENCY DOES NOT AGREE TO THESE TERMS, TRAVEL AGENCY MUST IMMEDIATELY CEASE ANY AND ALL ACCESS TO AND USE OF ASD REZSAVER AND MUST IMMEDIATELY CONTACT AMEX TO TERMINATE TRAVEL AGENCY’S REGISTRATION.**

Program Bookings. Travel Agency acknowledges and agrees that it shall submit a Program Booking only if: (i) the Card Member qualifies to make such a booking based on the Program Terms, (ii) that Card Member is a traveler on the itinerary booked, and (iii) that Card Member’s American Express card is being used to make the booking or the eligible American Express card required by the Program Terms, as applicable. Prior to making and submitting a Program Booking through ASD RezSaver, Travel Agency shall inform the Card Member of all Program benefits (in the same manner as they are described on AmExTravel.com or as provided to Travel Agency through ADS) and all Program Terms applicable to the Program.

Access and Use. Access to and use of password protected and/or secure areas of ASD RezSaver is restricted to authorized users only, and Travel Agency is responsible for maintaining the confidentiality and security of all usernames, passwords and any other credentials issued to it by AmEx for access to and use of ASD RezSaver; unauthorized individuals attempting to access or use ASD RezSaver may be subject to prosecution. Travel Agency is liable for all activity resulting from access to ASD RezSaver using Travel Agency’s credentials. Through ASD RezSaver, Travel Agency may obtain tracking numbers for Program Bookings submitted by Travel Agency on behalf of and at the direction of Card Members. Travel Agency shall be responsible for the accuracy and completeness of all information it submits through ASD RezSaver, including, without limitation, all Program Bookings. Travel Agency shall accurately document and maintain all information and records related to Program Bookings that it makes through ASD RezSaver, including, without limitation, the Program Booking tracking number. For the avoidance of doubt, any inaccurate or incomplete information submitted by Travel Agency in relation to a Program Booking may result in Travel Agency’s suspension or termination of access to ASD

RezSaver. Travel Agency shall be responsible for obtaining and maintaining all software, hardware and other equipment needed for access to and use of the ASD RezSaver.

Fees. Travel Agency shall not charge or not pass on to Card Members any transaction fees or similar fees for submitting a Program Booking through ASD RezSaver.

Card Member Servicing. Travel Agency shall be responsible for managing any Card Member complaints and remediating such complaints in relation to a Program Booking, including, without limitation, Program benefits not received. For the avoidance of doubt, AmEx has no obligation to provide assistance or support, of any kind, to Travel Agency with respect to such Program Bookings.

Travel Agency Representations and Warranties. Travel Agency represents and warrants that: (i) Travel Agency has registered as a travel agency with ASD RezSaver, (ii) all information provided by Travel Agency to AmEx has been and will be accurate and complete, including, without limitation, all information pertaining to Program Bookings, (iii) Travel Agency is a registered business in the United States of America (U.S.) in good standing with (a) all applicable government agencies, including, without limitation, applicable tax authorities, and (b) all debtors of Travel Agency, and there is no circumstance, threatened or pending, which might have a material adverse effect on the business, assets, or condition of Travel Agency, (iv) Travel Agency is registered as a seller of travel in all U.S. states where Travel Agency sells travel and Travel Agency possesses all required accreditations, licenses and any similar authorizations to sell travel, including, without limitation, ARC and IATA accreditations, as applicable, (v) Travel Agency shall comply with all applicable laws, regulations, rules, (vi) Travel Agency does not and shall not discriminate against any person (including its employees) because of age, race, gender, sexual orientation, religion, creed, color, national origin, marital status, veteran status, or disability, (vii) Travel Agency shall not use, in any manner, any intellectual property of AmEx or AmEx's affiliates or licensors, which includes, without limitation, any trademarks or service marks of American Express or the Programs, or infringe upon, or constitute an infringement or misappropriation of, any intellectual property rights of any person or entity. Without limiting the foregoing, Travel Agency represents and warrants that it shall not offer, make, or accept any illegal or improper payment, gift, thing of value, bribe, or kickback to or from any person, including any employee, agent, or representative of AmEx, in connection with these Terms.

Confidentiality. Travel Agency shall preserve the confidentiality of these Terms and any information of a confidential or proprietary nature that Travel Agency receives in relation to these Terms and any access to or use of ASD RezSaver, including, without limitation, all information regarding Card Members and employees of AmEx or any of its affiliates, agents, representatives, licensees, service providers or the names, addresses, social security numbers, accounts, or any other personal identifier of such Card Members and employees, or any information derived therefrom, and all information pertaining to AmEx's or its affiliates' business, customers, customer data, methodologies and strategies (collectively, "**Confidential Information**"). Travel Agency shall not disclose any Confidential Information to any person (including, without limitation, any other legal entity) or use Confidential Information of AmEx in any manner. The foregoing confidentiality and restricted use obligations shall not apply to information that is: (i) publicly available, without fault of Travel Agency, or (ii) required by law or court order to be disclosed under applicable law; provided, however, that unless prohibited by applicable law, Travel Agency shall (a) give AmEx prompt written notice of any such request or requirement and the Confidential Information required to be disclosed, and (b) cooperate to the extent practicable with AmEx, at AmEx's expense, to avoid or minimize such disclosure and obtain confidential treatment thereof or other protective order. Travel Agency's obligations under this Section of these Terms shall survive termination of Travel Agency's permitted access to and use of ASD RezSaver. Travel Agency acknowledges that because of the unique nature of the AmEx business, any breach of this Section would cause AmEx and its affiliates irreparable harm and that money damages and other remedies available at law would not be adequate to compensate for any such breach. Accordingly, Travel Agency acknowledges that AmEx shall be entitled, without the requirement

of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to AmEx at law or in equity.

Intellectual Property. Travel Agency acknowledges and agrees that it is not permitted to use, in any manner or for any reason, the intellectual property of AmEx or its affiliates, including, without limitation, the trademarks, logos and service marks of AmEx and its affiliates.

Waiver of Warranties. ALL MATERIALS AND SERVICES, OF ANY KIND, PROVIDED BY OR ON BEHALF OF AMEX IN RELATION TO THESE TERMS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. AMEX, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS, SPECIFICALLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY.

Audit. Travel Agency must give AmEx and its designees (including internal and external auditors and advisers or any government officials) (collectively, "**Audit Personnel**") full access at all reasonable times during regular business hours and on reasonable notice to the following for the purpose of allowing AmEx to audit Travel Agency's compliance with these Terms: (a) Travel Agency's employees and contractors, and (b) Travel Agency's books, records, equipment, software, systems, data, accounts, and documents relating to these Terms. Without limiting the foregoing, Travel Agency must promptly and efficiently give AmEx and any Audit Personnel any assistance they reasonably require, including, if requested, installing and operating audit software. TRS and the Audit Personnel agree to use reasonable efforts to conduct any audit under this Section so as not to materially interrupt or interfere with Travel Agency's business operations. The rights described in this Section shall survive termination of this Travel Agency's access to and use of ASD RezSaver for one (1) year thereafter.

Limitation of Liability. TRAVEL AGENCY AGREES THAT AMEX IS A MERE AGENT FOR THE PROVIDERS OF SERVICES AVAILABLE THROUGH ASD RezSaver AND THE PROGRAMS. ANY AND ALL CLAIMS REGARDING ANY FAILURE OR BREACH WITH RESPECT TO THE SERVICES OFFERED THROUGH ASD RezSaver AND THE PROGRAMS ARE LIMITED TO CLAIMS AGAINST ANY AND ALL TRAVEL PROVIDERS. AMEX HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH ASD RezSaver, THE PROGRAMS, AND THE GOODS OR SERVICES PROVIDED BY ANY TRAVEL PROVIDER THROUGH ASD RezSaver OR THE PROGRAMS, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENT OR OTHERWISE, OF SUCH CARRIER OR SUPPLIER AND YOU HEREBY EXONERATE AMEX FROM ANY LIABILITY WITH RESPECT TO THE SAME. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, AMEX NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE LIABLE TO TRAVEL AGENCY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR LOST BUSINESS), IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OR RELATING TO THE SUBJECT MATTER OF THESE TERMS, INCLUDING WITHOUT LIMITATION, ASD RezSaver AND THE PROGRAMS, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

Indemnification. Travel Agency shall indemnify and hold harmless AmEx and AmEx's affiliates, officers, directors, employees, agents, representatives and service providers (each, an "**AmEx Indemnified Party**") with respect to any and all liabilities, losses, damages, fines, claims or similar demands, including court costs and reasonable attorneys' fees, ("**Claims**") incurred by an AmEx Indemnified Party resulting from or in connection with Travel

Agency's access to or use of ASD RezSaver (including, without limitation, this website and booking of Programs). At the option of AmEx, Travel Agency shall assume defense against any such Claims.

Termination. Any failure by Travel Agency to comply with these Terms may, in AmEx's sole discretion, result in immediate termination, with or without notice to Travel Agency, of Travel Agency's access to and use of ASD RezSaver, including, for the avoidance of doubt, booking of any Programs. In addition to the foregoing, AmEx may, at any time and for any reason, with or without cause, terminate Travel Agency's access to and use of ASD RezSaver and booking of any Programs, in its sole discretion. Travel Agency acknowledges and agrees (i) that it has no right to use or access ASD or to book any Programs, (ii) that AmEx has no obligation (of any kind) to allow Travel Agency to use or access ASD or book Programs, and (iii) that AmEx may modify or discontinue ADS and the Programs, or any aspect thereof, at any time, with or without notice to Travel Agency. In addition to the foregoing, Travel Agency hereby acknowledges and agrees as follows:

Third Party Rights. These Terms are binding upon and inures only to and for the benefit of the parties hereto, their respective successors and permitted assigns, and no third-party shall have any rights hereunder; provided, however, that AmEx and its and its affiliates licensees shall be entitled, as third-party beneficiaries, to seek appropriate remedies or enforce, against Travel Agency, the rights and benefits conferred upon such affiliates and licensees under these Terms.

Governing Law. These terms shall be governed by the laws of the State of New York without regard to its conflicts of laws principles.

Alternative Dispute Resolution. Travel Agency agrees that any and all disputes, claims, or controversies arising out of or related to these Terms, including any claims under any statute or regulation ("**Disputes**"), shall be submitted to mediation. If the matter is not resolved through mediation within 45 days from such submission, it may be submitted for arbitration upon the demand of either party. Any mediation and/or arbitration shall take place in the State of New York, New York County, and shall be administered by the American Arbitration Association or JAMS. Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public, other customers or other entities similarly situated. The arbitrator's authority to resolve Disputes and to make awards is limited to disputes between the parties alone and is subject to the limitations of liability set forth in these Terms. Furthermore, disputes brought by either party against the other party may not be joined or consolidated in arbitration with disputes brought by or against any third party, unless mutually agreed to in writing by the parties. Travel Agency shall be responsible for paying Travel Agency's share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the rules of the arbitration organization selected in accordance with this Section (Alternative Dispute Resolution). The parties agree that the arbitrator's decision shall be final and binding. Should any portion of this section regarding the arbitrator's authority to resolve disputes between only the parties be stricken from these Terms or deemed otherwise unenforceable, then this entire provision regarding Alternative Dispute Resolution shall be stricken from these Terms. The provisions of these Terms may be enforced in a court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses incurred in obtaining the enforcement of this provision to be paid to the party against whom enforcement is ordered. Either party shall have the right to seek equitable relief: (i) in arbitration prior to the arbitration proceedings to enforce the status quo, and (ii) in a court to enforce the confidentiality provisions set forth in these Terms. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended.

Miscellaneous. No partnership, joint venture, joint employment, agency, fiduciary, or employment relationship is created by these Terms, or access to and use of ASD RezSAver. If at any time AmEx does not enforce these

Terms or exercise a right or power available to AmEx under these Terms, or if there develops a customer or practice which is at variance with these Terms, AmEx shall not be deemed to have waived its right to demand compliance with these Terms at a later time. All terms hereunder that are, by their nature, reasonably intended to survive termination of Travel Agency's permitted access to and use of ASD RezSaver shall survive. In the event any one or more of the provisions of these Terms are or will, for any reason, be held to be invalid, illegal, or unenforceable, the remaining provisions of these Terms shall be unimpaired, unless otherwise specified. AmEx reserves the right to seek any and all remedies available at law and in equity for violations of these Terms. These Terms shall supersede any and all previous oral or written agreements or understandings between Travel Agency and AmEx with respect to ASD RezSaver. In the event of a conflict between these Terms and any Representative Agreement signed between AmEx and an AmEx franchisee, the Representative Agreement shall control.