



ELEVATION TRAVEL OPERATING RULES AND REGULATIONS

The following rules and regulations are designed to inform all Members of how the Membership Plan operates. Generally, Members who carefully read the Operating Rules and Regulations and abide by all procedures set forth herein will experience the most use and enjoyment of their Membership Plan Benefits and are in the best position to maximize the use and enjoyment of their Membership Plan Benefits.

Compliance with the Operating Rules and Regulations by all Members is required to ensure the proper implementation and enjoyment of the Membership Plan Benefits by the Members.

DEFINITIONS

The following capitalized terms shall have those meanings assigned to them throughout the Operating Rules and Regulations:

- a. "Immediate Family" shall mean a Member's mother, father, daughter and son.
- b. "Members" shall mean all individuals or entities who purchase Membership Plan Benefits and who otherwise are current in connection with all installment payments associated with their purchase which may be due to Membership Plan, along with all annual membership fee obligations, and any other sums of whatever nature which may be due.
- c. "Operating Rules and Regulations" shall mean this document along, with all amendments and modifications hereto, and all other documents otherwise applicable to the manner in which a Member may enjoy the Membership Plan Benefits.
- d. "Membership Plan" shall mean Elevation Travel Membership and any and all successor organizations or assignee organizations which may continue to convey Membership Plan Benefits to Members.
- e. "Membership Plan Benefits" shall mean a Member's right to participate in, purchase, or otherwise access overnight accommodations, cruise line bookings, hotel and motel accommodations, condominium, or timeshare



accommodations, rental car bookings, recreational vehicles, boats, campers and other travel or leisure services of whatever nature which ELEVATION TRAVEL may offer to Member from time to time, it being recognized and understood that all such rights, benefits and accommodations are subject to periodic modification and adjustment from time to time at the discretion of Fulfillment Company.

MEMBERSHIP PLAN GOALS AND PURPOSES

The Membership Plan shall have as its goals and purposes the providing of Membership Plan Benefits to Members at rates and charges which are intended to be less than those rates and charges which may otherwise be available to the general public. ELEVATION TRAVEL will endeavor to accomplish its goals through the entering into agreements with providers of travel services.

BOOKING RESERVATIONS

Members desiring to reserve Membership Plan Benefits should use the website or call the customer service number provided. Membership Plan Benefits are available on a first-requested, first-confirmed, space-available basis. Membership Plan Benefits are subject to each provider's rules of use, reservation lead time, minimum stay policies, and cancelation policies. **Generally speaking, the sooner a Member places a reservation request with Fulfillment Company, the more likely it is that the Member will have his or her reservation request confirmed. Conversely, the later a Member waits to place a reservation request, the less likely it is that the Member will be confirmed into the accommodations that have been requested.** ELEVATION TRAVEL reserves the right to adopt additional rules and regulations that might be required to further the proper booking of Membership Plan Benefits.

MEMBERSHIP

All Members in good standing shall be entitled to access and utilize Membership Plan Benefits. ELEVATION TRAVEL may establish from time to time different classes or categories of membership status that, for differing initiation fees, will entitle Members in differing membership classes or categories to differing Membership Plan Benefits. The Membership Plan shall, at all times, keep and maintain proper records regarding those Members occupying those different classes or categories of membership status that might be established from time to time.

Designated Members may use and access Membership Plan Benefits for the person so designated as the "Member" and the members guests traveling with the member.



A Member's rights to access Membership Plan Benefits can be suspended should the Member fail to pay any membership dues payable to the Membership Plan, or otherwise fail to abide by those procedures and policies that the Membership Plan may adopt from time to time. The Membership Plan shall deliver written notice to the Member's last known email address of any event which might constitute membership termination and the Member shall have a ten (10) calendar day period to cure and remedy such event.

DUES

All Members shall pay the sum of \$139.95 per year as consideration for their membership in the Membership Plan and their right to access Membership Plan Benefits. ELEVATION TRAVEL reserves the right to increase membership dues from time to time within its discretion. All dues are payable on the anniversary of the Member's initiation date. Failure to pay annual dues will result in the loss of the Member's ability to access, use and enjoy the Membership Plan Benefits.

PRICES, PAYMENTS AND REFUNDS

Certain Membership Plan Benefits can only be used and accessed through the payment by the Member of daily or periodic usage fees. ELEVATION TRAVEL shall endeavor in good faith to provide up-to-date current rates for those Membership Plan Benefits that a Member might seek to access. All such rates, however, are subject to change without notice. ELEVATION TRAVEL makes every effort possible to ensure the accuracy of both printed Membership Plan Benefit prices and those Membership Plan Benefit prices quoted verbally or written; however, the Membership Plan reserves the right to make subsequent adjustments if a Membership Plan Benefit price was printed or quoted incorrectly or if the ultimate provider of such Membership Plan Benefit subsequently increases the price of same. Membership Plan Benefit prices exclude miscellaneous expenses such as telephone calls, food and beverage service, transfer taxes, etc.

Refund and cancellation and rescheduling policies applicable to all Membership Plan Benefits that Members may access are provided on the website. These refund and cancellation policies will vary depending upon the nature of Membership Plan Benefit that is sought to be accessed. In certain instances, refunds may not be available while in other instances total or partial refunds may be available.

CONFIRMATION DOCUMENTS

Under no circumstances should a Member depart on travel before they have received confirmation documents. If not received within 7 days prior to travel, Members must contact customer service to determine the status of confirmation documents.



DISCLAIMERS

Suppliers of, accommodations, cruises, tours and other Membership Plan Benefits are all separate and distinct legal entities. None of these organizations are agents or employees of the Membership Plan. Each Member covenants and agrees that they shall indemnify and hold harmless the Membership Plan from all loss, liability or damage of whatever nature which the Member may incur as a result of the Member's purchase of a Membership Plan membership, the Member's use of Membership Plan Benefits, or the Member's use of any accommodations, transportation, cruise or other services of whatever nature associated with a Member's use of or involvement with Membership Plan Benefits. The Membership Plan assumes no liability or responsibility of whatever nature for any failure any transportation, accommodation, cruise or other service provider's failure to perform their services or duties as contemplated by the Member or as otherwise represented or promised. In consideration for access to Membership Plan Benefits, each Member covenants and agrees that they shall not hold the Membership Plan liable for any consequential, special, punitive or other damages or liability that might arise as a result of a Member's use of or access to Membership Plan Benefits.

AMENDMENTS

Membership Plan reserves the right to amend the terms and conditions of these Operating Rules and Regulations at any time and for any reason to ensure the proper use and enjoyment of the Membership Plan by all Members

MISCELLANEOUS PROVISIONS; DISPUTE RESOLUTION

These Operating Rules and Regulations shall be interpreted in accordance with the laws of the State of Georgia. In accepting a membership in myEcon, Inc dba Elevation Travel, all Members expressly agree and understand that all disputes involving the interpretation of these Operating Rules and Regulations, pertaining to any claims and causes of action against the Membership Plan or the Fulfillment Company, or other litigation or dispute matters of any natures arising hereunder or otherwise pertaining hereto shall be adjudicated and determined solely and exclusively in the following manner and in the following order. First, any such claim, dispute or disagreement shall be submitted by the Member in writing to the Elevation Travel Customer Service for review at support@elevationtravel.com. Elevation Travel shall have a thirty (30) day period of time in which to review and, if appropriate, resolve the dispute. Second, if Elevation Travel rejects the Member's claim, dispute or disagreement, or fails to respond thereto within the applicable thirty (30) day review period, then the Member shall submit the claim, dispute or disagreement to non-binding mediation before that mediation entity that the Plan might determine, or that otherwise might be deemed mutually acceptable by and between the Plan and the Member. All mediation activities shall occur exclusively in



Gwinnett County, Georgia. Third, if the claim, dispute or disagreement continues to remain unresolved, then the Member shall submit the claim, dispute or disagreement to binding arbitration before the American Arbitration Association. All arbitration activities shall occur exclusively in Gwinnett County, Georgia. The decisions of the arbitration panel shall be deemed final and conclusive and each party shall bear its own legal fees and costs and the prevailing party shall not be entitled to receive reimbursement from the non-prevailing party for legal fees and costs incurred.

The Member and the Membership Plan may, by mutual written agreement, modify or amend any of the provisions of this section and seek alternative methods of mutually agreeable dispute resolution. All Members knowingly and willfully consent to jurisdiction and venue of all dispute resolution activities as being exclusively based in Gwinnett County, Georgia and knowingly and willfully consent and agree to the mandatory and binding arbitration of all such disputes. In the event that any Member should bring any action against the Membership Plan, or should initiate a complaint with or by a governmental regulatory agency which results in the bringing of any action against the Membership Plan, and the Membership Plan shall prevail in such action, then the Member shall reimburse the Membership Plan for all costs and expenses, including reasonable attorney's fees, incurred by the Membership Plan in connection with such matter.

The Membership Plan expressly disclaims any and all liability for any claims, damages, losses, penalties, expenses, costs and liabilities of any kind, or injuries resulting from any act or omission of any other individual or entity providing products or services comprising Membership Plan Benefits or other services hereunder.

These Operating Rules and Regulations are published and established as of 9/1/2020.