

## INCRUISES Membership Terms and Conditions

These Terms and Conditions set out the basis on which a Member may participate in the INCRUISES Cruise Membership program and govern the use of their Membership:

### I. Definitions

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

“Cruise Dollars<sup>™</sup>”: means credits given to Members for the sole purpose of applying them to the price of a cruise booking. Use of Cruise Dollars<sup>™</sup> is subject to the terms and conditions contained herein. Cruise Dollars<sup>™</sup> are not a currency and have no cash value. Cruise Dollars are not an investment. INCRUISES is not a bank, depository or financial company of any type. Cruise Dollars cannot be redeemed for cash under any circumstance. Credits can only be used to book cruises on our Website. These credits are dependent on several factors, including INCRUISES ability to negotiate with the cruise lines and booking providers, as well as INCRUISES ability to maintain relationships with banking and finance entities that assist INCRUISES to collect and make payments related the Membership and benefits of the same.

“Earned Cruise Dollars<sup>™</sup>”: means Cruise Dollars<sup>™</sup> that you receive with your Membership payment.

“Available Cruise Dollars<sup>™</sup>”: means the number of cruise dollars that are available for you to use to reduce the cost of booking a cruise or completely pay for the cruises you book through our Website.

“Benefits”: means access to the various special products and services made available to Members, which Benefits shall be as published on the INCRUISES Website. Benefits may vary.

“Global Dream Cruises”: means any cruises you can book directly on our Website using Cruise Dollars<sup>™</sup> as per our guidelines contained in Paragraph 7.

“Affiliate”: means a third party with whom INCRUISES has entered a contract wherein the third party provides Benefits to Members of the closed-user group program operated by INCRUISES.

“INCRUISES or We”: means INCRUISES LLC, a Delaware limited liability company or INCRUISES EUROPE SLU, an Andorra limited liability company, or any other legal entity representing "INCRUISES".

“Member”: means a person who has been accepted by INCRUISES as a Member and who has paid the Initial Membership Fee and continues to pay the Monthly Membership Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership, fails to pay the Monthly Membership Fee when due or fails to reinstate the Membership per reinstatement rules.

“Membership”: means participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by INCRUISES through the Membership program, including the Cruise Dollars™ program as described below.

“Membership Application”: means this online Application Form that Members are required to fill out prior to being accepted by INCRUISES as a Member.

“Initial Membership Fee”: means the initial payment made by a Member to enroll in the program.

“Monthly Membership Fee”: means the monthly payment made by a Member to maintain Membership in the program.

“Recurring Membership Fee”: means the automated payment you may choose to set up to pay your Monthly Membership Fee to remain in the program.

“Website”: means the INCRUISES Website, [www.INCRUISES.com](http://www.INCRUISES.com) or sub domains of that Website and any other Websites including subdomains through which INCRUISES may offer access to program Benefits from time to time.

## II. Membership Terms

1. To become a Member of the program you must be 18 years of age.
2. INCRUISES may refuse to accept any Membership Application at its sole discretion.
3. Membership in the program becomes effective only when the Membership Application is accepted by INCRUISES, the Initial Membership Fee is paid and received by INCRUISES, and when upon your first visit to the Website you accept to be bound by the Terms and Conditions of the Membership. Continued Membership is at all times after acceptance, conditional. Your Membership and benefits of the Membership can be canceled at any time at the sole discretion of INCRUISES.

4. To book a cruise offered through your INCRUISES Membership, you must be an active Member for 30 days after activation or re-activation of your Membership. You must also be one of the passengers booked in the stateroom where the Cruise Dollars are used to book the cruise. Separate booking conditions of individual cruise lines may apply. Please read all terms and conditions of these cruise lines.

5. Membership Payment. If paying by credit or debit card, PayPal, e-Wallet or ACH/Bank Debit (hereby called “Payment Methods”) you hereby certify that the account used to make payment is held in your name or that you are an authorized user of the account. You hereby authorize INCRUISES to charge your Payment Methods identified in your Application, or advised to INCRUISES from time to time, with the Monthly Membership Fee. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Membership Fee and the recurring Monthly Membership Fee until the Membership is cancelled by notice in writing in accordance with these Terms and Conditions.

6. Reactivation. If you miss a Membership payment, your account will be considered inactive, and you will not be able to book any cruises or access our site, except to reactivate your account. Please be advised that in order to reactivate your account, you must pay back payments of all missed months. You will still get Cruise Dollars™ for each month you pay to reactivate, and those Cruise Dollars™ will be added to your previous balance. You will then need to wait 30 days before booking any cruises on our Website. After twelve months of consecutive missed payments, your account is closed and the Cruise Dollars™ expire and are forfeited.

7. Cruise Dollars™ Program. For every ONE dollar in paid Membership fees, Member is given Cruise Dollars™ that can be applied to book any of the available Global Dream Cruises™ on our website 30 days after activation or re-activation of the Membership. Cruise Dollars™ accumulate each month, and are not transferable. Cruise Dollars™ can only be used by the Member on a cruise they are a passenger and for which the Cruise Dollars™ were used to book the stateroom they are traveling in. Use of Cruise Dollars is subject to the additional conditions as described below:

a. Global Dream Cruises™ must be booked through our Website and Cruise Dollars™ can only be used for cruise fare(s) quoted and confirmed at booking, including port charges and applicable government taxes and fees.

b. Cruise Dollars™ may not be used to pay for flights, stateroom upgrades after a confirmed booking, travel insurance, processing fees, cancellation fees, name change fees or fees of any kind related to the cruise, pre-paid gratuities, tours and excursions, specialty meals and beverage packages and/or personal expenditures once on onboard (including medical expenses and/or gratuities).

c. Members can book any Global Dream Cruise available on our Website and we will automatically use their available Cruise Dollars™ to reduce the cost in full or partially pay for the booking subject to

maximum percentage amounts as described below:

- During the first 12 Membership payments, Members can use up to 60% of their Cruise Dollars.
- During the 13<sup>th</sup> to the 24<sup>th</sup> Membership payment, the percentage of Cruise Dollars that can be used to book cruises increases to 70%.
- During the 25<sup>th</sup> to the 36<sup>th</sup> Membership payment, the percentage of Cruise Dollars that can be used to book cruises increases to 80%.
- During the 37<sup>th</sup> to the 48<sup>th</sup> Membership payment, the percentage of Cruise Dollars that can be used to book cruises increases to 90%.
- After making 49 Membership payments, the percentage of Cruise Dollars that can be used to book cruises increases to 100%.

These percentages of a Member's Cruise Dollar Balance are what will be referenced on the Website and at booking as "Available Cruise Dollars".

d. INCRUISES Members must be active paying Members through the entire booking and embarkation process. Once a booking is confirmed, the Member must remain as an active paying Member at least through the embarkation process of the cruise for which Cruise Dollars were used to book the cruise. If a Member fails to make Monthly Membership payments after booking the cruise and before embarkation, and consequently their account goes into an Inactive status, INCRUISES has the right to cancel the cruise, and reimburse/refund all Cruise Dollars and payments made for the booking.

e. Passenger Name Change. If a Member wants to change the name of the passengers on any cruise booked through our Website for which Cruise Dollars were deducted to book the cruise, the new person must also be an active paying Member and have enough Cruise Dollars to process the name change requested. In the event the name change involves removing from the reservation someone who used their Cruise Dollars to book the stateroom with someone who is not an active paying Member or is a Member who does not have enough Cruise Dollars to make the exchange, then the only available possibility to execute the name change, is for INCRUISES to refund the Cruise Dollars from the Member being removed, adding those Cruise Dollars back to their account and charging the new person taking their place the entire amount by credit card or any payment method allowed by INCRUISES. Member agrees that certain name change fees may also apply.

**8. Expiration of Cruise Dollars.** Cruise Dollars™ do not expire as long as you are an ACTIVE paying Member. If you are inactive, you must be reinstated and you are subject to the terms and conditions of Reinstatement.

**9. Cruise Pricing.** Cruise Prices are typically quoted per person double occupancy. Some cruise lines offer incentives. Please be sure to check with the cruise line you are booking with.

**10. Cancellations of Membership.** Your Membership shall remain in effect at our sole discretion and can be (i) terminated by you by sending, in writing, notice of cancellation of your Membership to INCRUISES by certified mail to INCRUISES,, 15800 Pines Blvd, Suite 3027, Pembroke Pines, Florida, 33027 or by email to support@INCRUISES.com (ii) terminated by INCRUISES by sending in writing, notice of cancellation of your Membership to you by certified mail at the address held on file by INCRUISES for you or by email to the email address held on file for you at the date of the notice. (Notice to INCRUISES must include your signature, printed name, address, and Member Identification Number). Your Membership will also be terminated with immediate effect if you stop payment of the Monthly Membership 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 INCRUISES 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 INCRUISES. Termination by either party shall terminate your use of the Benefits of Membership and access to the Website with effect from the next scheduled payment charging date. You may cancel your Membership without penalty or obligation, within 30 business days from the date of your Membership Application.

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OR SEND A TELEGRAM TO: INCRUISES LLC 15800 Pines Blvd, Suite 3027, Pembroke Pines, Florida, 33027 , NOT LATER THAN MIDNIGHT OF 30 calendar days (or your State's cancellation period as described below) following submission of your Membership Application.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Printed Name \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Alaska Residents: If you are resident in Alaska you may cancel your Membership without penalty or obligation within five (5) business days of the date of acceptance of your application and receive a full refund.**

**Kentucky Residents: MEMBERS' RIGHT TO CANCEL. KENTUCKY LAW GIVES YOU THREE (3) DAYS TO CANCEL YOUR AGREEMENT WITH US. If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to the company. Certified mail would provide greater protection than first-**

**class mail, but is not necessary. If you deliver the notice personally, you are entitled to a receipt. Your notice must make known that you do not wish to be bound by the contract. If the notice is delivered or mailed before midnight of the third business day after you sign this contract, you are entitled to a refund of the entire consideration paid for the contract. The notice must be delivered or mailed to INCRUISES 15800 Pines Blvd, Suite 3027, Pembroke Pines, Florida, 33027. If you cancel, the club is required to return, within ten (10) days of the date on which you give notice of cancellation, any payments you have made."**

Missouri Residents: Assuming you have returned to the travel club all materials delivered to the purchaser at closing, you have the right to rescind this transaction for a period of three (3) business days after the date of this agreement. To exercise the right of rescission, you must deliver to the travel club, either in person or by first class mail postmarked within the three-business-day period, at the address referenced in this contract, a written statement of your desire to rescind this transaction, and all materials of value that were provided and given to you at the time of the purchase of your travel club Membership.

Nevada Residents: The buyer may cancel a contract for Membership by giving INCRUISES written notice of the cancellation within 3 business days after he receives a copy of the contract. The notice must be delivered in person or by mail postmarked by midnight of the third business day. INCRUISES shall return all money paid by the buyer within 15 days after it receives the notice of cancellation.

Puerto Rico Residents: You may cancel this Agreement without penalty or obligation within seven days of the date of the Agreement and receive a full refund.

Virginia Residents: **If you are a resident of Virginia you may cancel your Membership until midnight of the seventh (7th) calendar day after execution of this contract. If the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel the travel service agreement shall expire on the day immediately following that Sunday or legal holiday. Within forty-five days after notice of cancellation is received, INCRUISES shall refund to you any payments made by you pursuant to this agreement. However, INCRUISES may retain payments made for specific travel services utilized. The refund may be made by crediting your credit card account if a credit card was used to make a payment and if INCRUISES informs you in writing that the credit card account has been credited.**

Washington Residents: "Purchaser's right to cancel: You may cancel this contract without any cancellation fee or other penalty, or stated reason for doing so, by sending notice of cancellation by certified mail, return receipt requested, to INCRUISES at the address indicated below. The notice must be postmarked by midnight of the seventh calendar day following the day on which this contract is signed by you or the day any Membership card and all Membership materials are received by you, whichever is later. The day on which the contract was signed is not included as a "calendar day," and if

the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel this contract expires on the day immediately following that Sunday or legal holiday.

**TO CANCEL THIS CONTRACT, SEND A COPY OF THIS NOTICE OF CANCELLATION OR OTHER WRITTEN NOTICE OF CANCELLATION TO:**

**INCRUISES.**

15800 Pines Blvd Suite # 3027  
Pembroke Pines, FL 33027

**(Date)**

**I HEREBY CANCEL THIS CONTRACT**

**(Date)..... (Purchaser's Signature) .....(Printed Name)**

**..... (Purchaser's Address)"**

**Wisconsin Residents: If you are resident in Wisconsin you may cancel your Membership within three (3) months or within three (3) days of your first purchase of goods or services through the program, whichever occurs first. If you are resident in Wisconsin and cancel within the first fifteen (15) days of acceptance of application you receive a full refund of your Initial Membership Fees or if you cancel within three (3) months of acceptance of application or within three (3) days of your first purchase (whichever occurs first), you will be entitled to a pro rata refund of your Initial and Monthly Membership Fees, without deduction for benefits received.**

After the cancellation period set out above you may still cancel your Membership providing it is within thirty (30) days of your application to become a Member and receive a full refund of the amount paid to INCRUISES in connection with your Membership in accordance with INCRUISES refund policy. If INCRUISES chooses to make a refund to you it shall not be responsible for any other costs incurred by you in connection with the cancellation of your membership and/or booking.

**11. INCRUISES 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. INCRUISES shall at all times provide updated information as to Benefits available via its Website and by notice to Members.**

**12. A Membership may only be held in the name of an individual person; INCRUISES does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities.**

**13.** You agree that it is your responsibility to choose which Benefits you use and the cruises you purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of this agreement. You further agree that, except in accordance with our 30-day money back guarantee and these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Membership Fee and subsequent Monthly Membership Fees as a result of your non-use of any of the Benefits of the Program. Benefits available may vary or replaced by alternative Benefits at any time based on availability.

**14.** You agree that due to the inherently limited inventory in the travel industry, the availability of specific travel services or features such as room upgrade or amenities is not guaranteed and may be subject to limits on availability or price, which may vary. You further agree that INCRUISES 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. Global Dream Cruises are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by an Affiliate 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. INCRUISES 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.

**15.** Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose any of your rights or obligations, including Cruise Dollars, without the prior written consent of INCRUISES, including any name change to the original registration of your Membership. Upon death of a Member, if all Membership fees are up to date, the Membership shall be transferred to their spouse or heirs.

**16.** 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.

**17.** We grant you only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Website necessary to access, explore and otherwise use the Website in real time and to use the materials and the Benefits of the Program on the Website in a manner consistent with these Terms and Conditions.

**18.** Any software that is made available to download from the Website (the “Software”) is the copyrighted work of INCRUISES, its subsidiary, associate 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 Website.

**19.** Without limiting the foregoing, copying or reproduction of the Software or of the Website content to any other server or location for further reproduction or redistribution is expressly prohibited.



**20.** You shall not use, disseminate or reproduce any INCRUISES 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 and or marketing outlet without the expressed written consent from the INCRUISES Compliance department.

**21.** You shall not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Website. We reserve the right to terminate your use of the Website and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to INCRUISES, the general public or other users. In such instances, you shall forfeit Membership Cruise Dollars or any other 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 INCRUISES 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 INCRUISES, who post, publish, view, receive, or utilize information and/or materials on the Website shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of INCRUISES, 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 Website and Benefits offered in the program will be subject to the Terms and Conditions in force at the time you access the Website and the Benefits and your use of the Website and or the Benefits shall constitute your acceptance of the applicable terms and conditions at that time. While INCRUISES intends to provide the benefits, including usage of the credits (Cruise Dollars) for cruise bookings, there is no guarantee that these benefits can be realized. The INCRUISES model is dependent on several factors that are not controlled by INCRUISES, including and not limited to our ability to collect Member's payments in order to pay for outstanding cruise invoices, relationships with booking providers and cruise lines that provide favorable terms to INCRUISES, as well as relationships with banking and finance entities which can impact our ability to collect funds from Members and pay invoices for cruises already booked through our Website. Additionally, laws and regulations can impact this offering and the ability for Members to realize the benefits of this program.

**24.** By completing and submitting the Membership Application Form, you specifically authorize INCRUISES to transfer and disclose personal or confidential information which you have provided to INCRUISES in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors and to INCRUISES independent sales representatives and to applicable governmental or regulatory bodies, if and only if required by law. You consent to INCRUISES and its parent and associated or affiliated companies, its partners, licensees, agents and vendors and independent sales representatives communicating with you by electronic mail

at the email address and/or by text message at the mobile number you have entered on the Membership Application Form or as advised to INCRUISES by you from time to time.

**25.** These Terms and Conditions and the relationship between You and INCRUISES will be governed by the laws of the State of Florida for US Citizens and legal residents, and the laws of Andorra for non-US Citizens and legal residents of any other country, without regard to its conflict of law provisions.

You and INCRUISES shall attempt in good faith to resolve any dispute concerning, relating, or referring to a Cruise, Services sold by us, our Privacy Policy, Credit Card charges, INCRUISES' Website, any literature or materials concerning INCRUISES, and these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, (hereinafter a "Dispute") through preliminary negotiations. If the Dispute is not resolved through good faith negotiation, all Disputes shall be resolved exclusively by binding arbitration held in Miami, Florida and presided over by one (1) arbiter. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

You and INCRUISES agree to submit to the personal jurisdiction of the federal and state courts located in Miami, Florida with respect to any legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute. The Client and INCRUISES agree the exclusive venue for any and all legal proceedings that may arise in connection with, or relate to, our Binding Arbitration clause and/or a Dispute, shall be the federal and state courts located in Miami, Florida and to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court. YOU RECOGNIZE, BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND INCRUISES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY BINDING ARBITRATION PROVISION.

**26.** If any act of law or equity, including an action for declaratory relief or any Arbitration Proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, Members Terms and Conditions, our Privacy Policy, INCRUISES' Website or any literature or materials concerning INCRUISES, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

**27.** IN NO EVENT SHALL INCRUISES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF INCRUISES HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL INCRUISES'S TOTAL AGGREGATE LIABILITY TO MEMBER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE MEMBER TO INCRUISES UNDER THIS AGREEMENT.

INCRUISES IS ACTING AS A MERE AGENT FOR ALL CRUISE SUPPLIERS AVAILABLE AND OR SOLD THROUGH THE SITE. ANY AND ALL SUPPLIERS OF CRUISES ADVERTISED AND/OR SOLD THROUGH THE SITE ARE THIRD PARTY VENDORS AND INCRUISES RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, INCRUISES DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

**28.** UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY INCRUISES ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INCRUISES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/ THROUGH INCRUISES. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

**29.** Except as otherwise set forth herein, Member hereby releases INCRUISES from any and all liability, loss, expense, damages, or claims arising out of or resulting from Member's utilization of their Membership benefits, whether caused by the negligent or reckless conduct of Member, a Service Provider, another third party, or otherwise.

Member hereby also agrees to indemnify, defend and hold harmless INCRUISES from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against INCRUISES regarding, resulting, or arising from Member's utilization of their Membership benefits or Member's performance of this Agreement.

**30.** The Membership Application Form, and these Terms and Conditions constitute the entire contract between you and INCRUISES relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these documents are of no force or effect.

**31.** Any waiver by INCRUISES of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of INCRUISES. Waiver by INCRUISES of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.

**32.** If any provision, or portion of a provision, in this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Member and INCRUISES agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

### **III. Acceptance of Terms**

**33.** Please read these Terms and Conditions carefully, ask us any questions you have about them, and consult an attorney before you agree to be bound by them.

**34.** Member acknowledges that they have read these Terms and Conditions before submitting their Application and have accepted the same by checking the “I accept” box referencing this Membership Agreement. This electronic acceptance will be legally binding upon you.