

WiGo APP AND WEBSITE TERMS OF USE

Last updated: January 11, 2019

Please carefully review the following terms and conditions of use (“*Terms of Use*”) that govern your use of the services from the WiGo website located at WiGotrips.com and WiGo.biz (the “*Site*”), the WiGo Trips mobile application for iOS and Android devices (the “*App*”), and other WiGo Sites or applications (collectively, the “*Services*”) owned by WiGo, LLC (“*WiGo*”, “*we*”, “*us*”, and “*our*”). If you do not agree with the following Terms of Use, please do not access or use the Services. WiGo and you may be referred to herein as a “*Party*” and collectively, the “*Parties*.” By using, downloading, or accessing, the Services, or any portion thereof, you (“*User*,” “*you*” or “*your*”) agree to the following Terms of Use. Do not access or use the Services unless you agree to these Terms of Use in their entirety.

1. Who Can Use Our Services

Our Services are not aimed nor intended for children under the age of 18. If you are under the age of 18, please DO NOT USE the Services. WiGo does not accept registration from children under the age of 18 and no one under the age of 18 may provide any information to or through any part of the Services.

You hereby represent and warrant that: (a) you are eighteen (18) years of age or older; (b) all information provided by you to WiGo is truthful, accurate and complete; (c) you will comply with these Terms of Use and any other agreement to which you are subject that is related to your use of the Services, Content or any part thereof; (d) your access to and use of the Services or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; and (e) you will not use the Services in order to gain competitive intelligence about WiGo, the Services or any product or service offered via the Services or to otherwise compete with WiGo or its affiliates.

You agree that our Services (including any trips, experiences, events, or other results obtained) may carry inherent risk, and by participating in such Services, you choose to assume those risks voluntarily. For example, use of our Services to participate in a trip or similar experience may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in our Services. You assume full responsibility for the choices you make before, during and after your participation in our Services. You agree to release and hold harmless WiGo from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs during your use of our Services or in any way related to our Services.

2. Your License to Use the Services.

2.1 Your License to Use the Services. Subject to these Terms of Use, WiGo hereby grants you a limited, revocable, nonexclusive, nonassignable, nontransferable license to access and use the Services solely for your own personal, non-commercial purposes. If you do not comply with these Terms of Use, WiGo reserves the right to revoke your license or limit your access to the Services. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Services or any part thereof.

2.2 Restrictions on Use. You agree not to engage in unacceptable use of the Services or any part thereof and agree to use the Services and related services only for lawful purposes. While using the Services and related services, you will not:

- (a) post, store or disseminate material or information that, is or to a reasonable person may be false, fraudulent, unlawful, tortious, abusive, defamatory, libelous, harassing, profane, insulting, threatening, or malicious;
- (b) post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright,

trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person;

- (c) take any action to disrupt or attempt to gain unauthorized access to other accounts on the Services, to restricted portion of the Services, to Content, or any other computer network or equipment;
- (d) post, store or disseminate viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment;
- (e) post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation;
- (f) use any manual or automated software, devices or other processes to “crawl” or “spider” any web pages contained in the Services (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Services);
- (g) frame or otherwise simulate the appearance or functions of the Services or any portion thereof;
- (h) harvest or collect any information about other users; or
- (i) violate these Terms of Use, any applicable laws, regulations, or third party rights, including intellectual property rights.

2.3 Suspension. We may discontinue or alter any aspect of the Services, remove Content from the Services, or restrict the time the Services are available. You acknowledge and agree that we may, under certain circumstances, immediately suspend and/or terminate your access to the Services or any part thereof, for reasons that include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Services; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such aforementioned actions shall be taken in WiGo’s sole discretion and without liability to you or any third party. For purposes of these Terms of Use, references to “post” or “posting” shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information.

2.4 Updates to the App. From time to time, we may automatically check the version of the App installed on the Authorized Device and, if applicable, provide updates for the App (“*Updates*”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the App. By installing the App, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the App and Updates will be governed by these Terms of Use (as amended by any terms and conditions that may be provided with Updates).

Member Account. While you may browse the Services without creating an account on the Services (an “*Account*”), you will be required to have an Account in order to use certain features of the Services. Your Account username and password are personal to you and you are responsible for keeping your username and password confidential. You may not allow anyone else to access your Account and you may not sell or transfer your Account. You may not use anyone else’s Account. You will immediately notify WiGo in writing if you discover any unauthorized use of your Account. By creating an Account, you agree that WiGo may send you informational text (SMS) messages and e-mails in connection with your use of the Services and related services.

Proprietary Rights. You hereby acknowledge that WiGo owns, controls, or has a valid right to use and retains all rights, titles and interest in and to the Services and to any and all proprietary and confidential information contained therein (the “*WiGo Information*”). The Services and WiGo Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary

rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not (and will not allow any third party to) (a) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or disassemble the Services or otherwise attempt to derive source code from the Services; (b) copy, distribute, transfer, sell or license the Services; (c) transfer the Services to, or use the Services on, a device other than an mobile or other computing device that is: (i) compliant with the applicable terms and conditions of the online application store you may use to download, install, and run the App or access the Site and (ii) owned by you or owned by someone who has authorized you to use such device for accessing the Services (each an “**Authorized Device**”); (d) take any action to circumvent, compromise or defeat any security measures implemented in the Services; (e) use the Services to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (f) remove, obscure, or alter WiGo’s (or any third party’s) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Services.

Content. Our Services contain text, software, images, photographs, graphics, audio, video, applications, user interfaces, visual interfaces, logos, designs, product names, and technical specifications (“**Content**”) which are derived in whole or in part from information and materials supplied by us and other sources, and are protected by copyright, trademark, patent, and other applicable laws. The entire content of our Services are copyrighted as a collective work under United States copyright laws, and are protected by other laws. Trademarks, logos, and service marks displayed on our Services are registered and/or unregistered trademarks of WiGo, its licensors or content providers, or other third parties. You acknowledge that WiGo is the exclusive owner of the Services and that the Services are the proprietary intellectual property of WiGo. Any unauthorized use of our intellectual property, including our marks, our copyrighted material, and our trade dress, is strictly prohibited and may be prosecuted to the fullest extent of the law. You may make one copy of the Content displayed on the Services for your personal, noncommercial use only. No right, title or interest in any Content is transferred to you as a result of any such copying. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Services.

6. **Interactions With Other Members Through our Services.**

6.1 **You Have Sole Responsibility When Interacting with Other Users.** Our Services provide a platform for users to travel, engage in activities, and communicate with one another. WiGo is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, person or organization during any trip you take, organize, or schedule through our Services. You are solely responsible for your interactions with other users of our Services. We cannot be responsible for the interactions that you have with other users, so please use good judgment and keep safety in mind when you use our Services. We reserve the right, but have no obligation, to monitor interactions between you and other users of our Services.

6.2 **Identity Verification.** We cannot and do not confirm each user’s identity. You are solely responsible for determining the identity and suitability of others with whom you may interact through our Services. WiGo does not endorse any persons who use or register for our Services. We do not investigate or verify any user’s reputation, conduct, morality, criminal background, or any information members may submit to the Services (other than in the limited circumstances described in Section 6.3). We encourage you to take precautions when interacting with other users. For example, WiGo may offer you the ability to conduct a background check on another user for a fee through our Services. If we choose to conduct such a background check on a user, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future.

6.3 **WiGo Approved Ambassadors.** WiGo users may apply to become WiGo Approved Ambassadors (or members of a successor program) and contribute their time to activities that support the Services and WiGo community, such as meeting new users, organizing WiGo-sponsored trips, and answering user questions. As part of the WiGo Approved Ambassador pre-screening process, WiGo may request and rely upon one or more consumer reports or investigative consumer reports that we obtain from a consumer reporting agency, such as PreScreend.com or similar international provider as applicable. However, WiGo Approved Ambassadors (or members of a successor

program) are not agents of WiGo and WiGo is not responsible or liable for any acts or omissions of these individuals.

6.4 **Release.** Because our Services are merely a platform, in the event that you have a dispute with one or more users, to the fullest extent permitted by applicable law you release us (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Privacy. Our Privacy Policy explains how we collect, treat and protect your personal information and data when you use the Services. The terms and conditions of the Privacy Policy are located at <https://privacy.wigo.biz/> and are hereby expressly incorporated into these Terms of Use.

Links. We or third parties may provide links to other websites or resources on the internet through the Services. Because we have no control over such websites or resources, you acknowledge and agree that WiGo is not responsible for the availability of such external websites or resources. You also agree that WiGo does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources. WiGo encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources.

9. **Notification of Copyright Infringement.**

9.1 **Notice.** If you believe that the Services contains Content or elements that infringe your copyrights, please submit a notification pursuant to the Digital Millennium Copyright Act (“*DMCA*”) to WiGo’s designated copyright agent with the following information in writing:

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(d) Information reasonably sufficient to permit the service provider to contact to person making the statement, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(e) A statement that the copyright owner or agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that the person making the statement is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent
WiGo, LLC
15131 Beverly Street
Overland Park, KS 66223
Email: info@WiGo.com

Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice. If you believe in good faith that a notice of copyright infringement has been improperly filed against you, you may submit a counter-notice pursuant to the DMCA. For additional information regarding these procedures, please reference 17 U.S.C. 512.

Disclaimer of Warranties. THE SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WIGO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. WIGO MAKES NO WARRANTY: (A) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THAT THE SERVICES WILL BE ERROR-FREE; (C) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICES; AND (D) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT OR MATERIAL YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR AUTHORIZED DEVICE (AS DEFINED HEREIN) (OR ANY OTHER DEVICE) OR ANY LOSS OF DATA THAT MAY RESULT FROM DOWNLOADING ANY SUCH CONTENT OR MATERIAL. THE SERVICES IS NOT INTENDED FOR USE IN ANY ACTIVITIES DURING WHICH THE FAILURE OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WIGO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

WIGO USES REASONABLE EFFORTS TO MAINTAIN THE SERVICES, BUT WIGO IS NOT RESPONSIBLE FOR ANY DEFECTS OR FAILURES ASSOCIATED WITH THE SERVICES, ANY PART THEREOF, ANY CONTENT POSTED USING THE SERVICES, OR ANY DAMAGES (SUCH AS LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES) THAT MAY RESULT FROM ANY SUCH DEFECTS OR FAILURES. THE SERVICES MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION: (A) EQUIPMENT MALFUNCTIONS; (B) PERIODIC MAINTENANCE PROCEDURES OR REPAIRS; OR (C) CAUSES BEYOND THE CONTROL OF WIGO OR WHICH ARE NOT FORESEEABLE BY WIGO.

Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY AGREE THAT WIGO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES OR ANY CONTENT; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE SERVICES OR ANY CONTENT. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SERVICES AND TERMINATE THESE TERMS OF USE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL WIGO’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE GREATER OF: I) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES OR ANY AMOUNT RETAINED BY WIGO FOR PROVIDING YOU WITH ACCESS TO THE SERVICES OR II) \$500.

Exclusions And Limitations. NOTHING IN THESE TERMS OF USE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 9 AND 10 WHICH ARE LAWFUL

IN YOUR JURISDICTION WILL APPLY TO YOU AND WiGo'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. **Release and Indemnification.**

13.1 **Release.** You agree to release WiGo, its members, managers, officers, employees and agents, from any and all liability and obligations whatsoever in connection with or arising from your use of the Services. If at any time you are not satisfied with the Services or object to any material within the Services, your sole remedy is cessation of use thereof.

13.2 **Indemnification.** You agree to defend, indemnify and hold harmless WiGo, and its officers, members, directors, employees and agents from and against any and all third party claims, demands, obligations, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Services or any part thereof; (b) any Content you post via the Services; (c) a breach or alleged breach of these Terms of Use; (d) infringement or misappropriation of any intellectual property or other rights of WiGo or third parties by you; (e) any negligence or willful misconduct by you; or (f) any other claim related to your performance under these Terms of Use.

13.3 **Release by California Residents.** IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST WIGO.

14. **Dispute Resolution.**

14.1 **Arbitration.** Any dispute, claim or controversy arising out of or relating to the Services, these Terms of Use, or the breach, termination, enforcement, interpretation or validity of these Terms of Use, including the determination of the scope or applicability of this agreement to arbitrate (a "***Dispute***"), shall be determined by arbitration. The arbitration shall be administered by the American Arbitration Association ("***AAA***") in accordance with AAA Consumer Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14.2 **Conduct of Arbitration.** The arbitration will be commenced by the claimant Party filing a demand for arbitration with the administrator of AAA and serving the demand on the opposing Party. Within thirty (30) calendar days of the date the demand for arbitration is filed, WiGo and You will select an arbitrator by following the AAA Consumer Arbitration Rules' appointment procedures. Except as may be required by law, neither Party nor the arbitrator may disclose the existence, content or results of any arbitration under these Terms of Use without the prior written consent of both Parties. The arbitrator's award will be in writing accompanied by a reasoned opinion and a written statement of the essential findings and conclusions on which the award is based.

14.3 **Costs.** The arbitrator shall determine how the costs and expenses of the arbitration will be allocated between you and WiGo, and may award attorneys' fees.

14.4 Limitation of Liability. In any arbitration arising out of or related to these Terms of Use, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits, or any punitive to exemplary damages.

14.5 Limitation on Time to File Claims. IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14.6 Arbitration is on an Individual Basis Only; Class Arbitration Waiver. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THESE TERMS OF USE DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE ARBITRATOR'S POWER TO RULE ON HIS OR HER OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE ARBITRATOR HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS SECTION 15 WILL REMAIN IN FORCE.

14.7 Applicable Law. You agree that the laws of the State of Kansas, without giving effect to any principles of conflicts of laws, govern these Terms of Use and any dispute of any sort that may arise between you and WiGo. The Parties acknowledge that these Terms of Use evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms of Use shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

15. **Additional Terms Applicable to iOS Devices**

15.1 Applicability. The following terms only apply if you install, access, or use the App on any device that contains the iOS mobile operating system developed by Apple Inc. (“Apple”). If you use the App on an Apple-manufactured device, and if there is any conflict between the terms in this Section and other terms in this Agreement, the terms in this Section will control.

15.2 Acknowledgement. You acknowledge that this Agreement is concluded solely between the Parties, and not with Apple. WiGo, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App (the “Usage Rules”), and in the event of any conflict, the Usage Rules shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Usage Rules.

15.3 Scope of License. The license granted to you is limited to a non-transferable license to use the App on any Apple-branded products that you own or control as permitted by the Usage Rules.

15.4 Maintenance and Support. You and WiGo acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

15.5 Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The Parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to

any such applicable warranty would be the sole responsibility of WiGo. However, you understand and agree that in accordance with this Agreement, WiGo has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

15.6 Product Claims. You and WiGo acknowledge that as between Apple and WiGo, WiGo, not Apple, is responsible for addressing any claims you may have, as limited by this Agreement, or claims of any third party relating to the App or your possession and/or use of the App, subject to WiGo's indemnification rights, including, but not limited to (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

15.7 Intellectual Property Rights. The Parties acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringe that third party's intellectual property rights, WiGo, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required under this Agreement.

15.8 Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

15.9 Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the App.

15.10 Third-Party Beneficiary. The Parties acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

16. Miscellaneous Terms

16.1 Term and Termination. These Terms of Use are effective unless and until terminated by WiGo. WiGo may, in its sole discretion, terminate your use of the Services or any part thereof if you fail to comply with any term of provision of these Terms of Use. You may terminate these Terms of Use at any time by discontinuing all use of the Services. Termination or cancellation of these Terms of Use shall not affect any right or relief to which WiGo may be entitled at law or in equity. Upon termination, you must terminate all use of the Services and destroy all materials obtained using the Services and all copies thereof.

16.2 Relationship of the Parties. Nothing in these Terms of Use will be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Neither Party by virtue of these Terms of Use shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

16.3 Entire Agreement. These Terms of Use, the WiGo Travel Policy (Appendix A) the Membership Agreement, our Privacy Policy, and any additional terms, rules, or other policies to which WiGo refers contain the entire agreement between you and WiGo and supersedes any prior or contemporaneous agreements concerning the subject matter hereof.

16.4 Certain Laws Inapplicable to these Terms of Use. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms of Use.

16.5 Access from Outside of the United States. The Services are intended for residents of the United States. WiGo makes no representation that the Services, Content or other material or information on the Services are appropriate to or available in locations outside of the United States. You may not use the Site or export Content in violation of United States export laws, regulations or restrictions. If you access the Site from outside of the United

States, you are responsible for compliance with all applicable laws. WiGo does not represent that the App is appropriate or available for use in any geographical location. If you choose to use the App, you are solely responsible for compliance with all applicable laws. The App is subject to U.S. export controls and may not be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (b) to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as "***U.S. Prohibited Party Lists***"). By downloading and/or using the App, you represent and warrant that you are not (a) located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or (b) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

16.6 **No Waiver.** No waiver by either Party of any breach of these Terms of Use, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a waiver of any other such breach, or a waiver of any other breach of these Terms of Use.

16.7 **Modification.** We reserve right to modify these Terms of Use or any additional terms that may apply to the Services, at any time without notice, by posting such changes to www.WiGo.com. We recommend that you periodically review these Terms of Use for such changes. You understand that the continued use of the Services following the posting of changes to these Terms of Use will constitute your acceptance of those changes.

16.8 **Contact Information.** Please contact us with any questions or comments concerning these Terms of Use at the following:

WiGo, LLC
15131 Beverly Street
Overland Park, KS 66223
Email: info@WiGo.com

APPENDIX A - WIGO TRAVEL POLICY

Last Updated: 1/10/18

ACKNOWLEDGEMENT. WiGo’s Services act as an intermediary between you and other users for the purposes of travel and excursion planning. WiGo does not own or operate any: (i) lodgings in a dwelling or similar living quarters including, but not limited to, hotels, condos, quarters in cruise ships, motels, rentals, time shares, camp grounds, and resorts (collectively, “*Accommodations*”); (ii) excursions, tours, transportation providers, travel protection companies, attractions, or travel-related suppliers who provide goods or services for your trip (collectively, “*Suppliers*”); or (iii) airlines, trains, buses, cruise lines, or other common carriers (“*Carriers*” and, together with Accommodations and Suppliers, collectively, “*Providers*”). **You acknowledge and agree that WiGo shall not be responsible for any loss, damage, delay, inconvenience or injury to you as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any Provider.** The following additional terms and conditions apply to any type of travel that is organized, scheduled, or prepared through WiGo’s Services:

1. Travel Policies and Procedures.

1.1 Trip Accuracy. You are required to review and confirm all aspects of your travel booking including, but not limited to, verifying your: legal first and last name, mailing address, email address, telephone number, date of birth, pricing, Carrier fare, arrival/departure ports, accommodations, and organized activities. You voluntarily assume full and sole responsibility for any and all risks and/or costs involved with any errors and/or omissions in your travel documents. You further agree to safeguard your travel documents (specifically including all travel tickets) and bear any and all costs related to loss or theft. If you lose your travel documents or if your travel ticket is stolen, WiGo advises that you immediately report it to the police and to the Carrier.

1.2 Travel Documents. You assume sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. You assume sole responsibility for, and hereby release WiGo from, any claims or responsibility for any and all damages incurred as a result of your failure to comply with applicable documentation requirements including, but not limited to, the requirement that you procure, and have on your person the proper travel documents at all times. WiGo recommends you consult with the appropriate domestic and foreign governmental agencies for the current document

requirements. Suggested reference materials for passport, visa, health requirements as well as travel advisories*:

For US Citizens	http://travel.state.gov
US State Department International Travel	https://travel.state.gov/content/travel/en/international-travel.html
Travel Alerts	https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html
US Center for Disease Control for required vaccinations	http://www.cdc.gov/travel
Visa information for US citizens	https://travel.state.gov/content/travel/en/us-visas.html

*Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

1.3 Payments. For WiGo-sponsored trips, WiGo accepts Visa, American Express, Discover, and Mastercard. WiGo holds reservations until “Deposit Due Date” indicated on your confirmation. If deposit/payment is not received by WiGo on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, and in advance of your payment due date, if you will be unable to meet this obligation. Without limitation, users voluntarily hold WiGo harmless for cancellation of any booking for either late payment or declination of a credit card.

1.4 Pricing. For WiGo-sponsored trips, prices and availability quoted by WiGo are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. User agrees that WiGo is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is WiGo responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Providers reserve the right not to honor any published prices that are determined to be erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold WiGo harmless for any actions or damages arising from Provider pricing.

1.5 Cancellation. All cancellations for a WiGo-sponsored trip MUST be in writing and sent to WiGo by email to WiGo, LLC, 15131 Beverly Street, Overland Park, KS 66223. Cancellations sent to any other address will

not be processed. Upon making the booking, you hereby accept & acknowledge liability for all cancellation fees imposed by WiGo. Cancellations are posted on the day that the complete cancellation documents are received by WiGo so long as they are received before 5:00 p.m. Central Time on a business day. All other cancellations will be posted on the next business day.

1.6 Travel Protection. Travel insurance protection is STRONGLY RECOMMENDED. WiGo recommends the purchase of travel protection to protect both you and your vacation plans. While WiGo may offer travel insurance coverage free of charge if you travel on a WiGo-sponsored trip, we cannot compare all the policies or companies currently in the marketplace and make no guarantees to do so. If you use WiGo's Services to travel on a non-WiGo-sponsored trip, the responsibility rests solely with you to procure travel insurance and we advise you to do your research and find coverage that best fits your individual needs. In such circumstances, WiGo is limited to advising you of the need for such coverage. By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if you decline this type of coverage, you have waived your right to this important coverage. If you HAVE purchased travel protection, please remember to review your confirmation for accuracy. Failure to correct an error is at your risk. We urge you to read your policy when it arrives as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim. All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which you are responsible for reviewing upon receipt of your travel protection policy. WiGo is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with WiGo due to privacy laws (e.g. HIPAA). Accordingly, you acknowledge that WiGo cannot be involved in any aspect of your claim/request for service. You acknowledge and agree that WiGo has no control over the travel insurance provider or its coverage decisions, and as a result WiGo is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

2. Common Carriers Policy.

2.1 General Conditions: Tickets for Carriers are often highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival locations are at the sole discretion of the Carrier and, if permitted, will likely be subject to a substantial change fee. You agree to confirm all bookings with the Carrier prior to the stated date of departure (WiGo recommends confirming 72 hours prior). In the case of airline travel, direct flights may be "non-stop" or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. WiGo will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight. WiGo's responsibilities in respect to Carrier travel are limited by the relevant Carrier's conditions of carriage. The Carrier fulfilling your contract for carriage may change from the Carrier mentioned in WiGo's Services. WiGo is not able to specify the type of aircraft, bus, train, or similar vehicle to be used by any Carrier. If a Carrier cancels or delays its travel plans, you must work directly with the Carrier to ensure you arrive at your destination on or ahead of time. WiGo will not provide any refund for trips missed, in part or full. You are responsible for any such fees.

2.2 If You Travel on a WiGo-Sponsored Trip: WiGo acts simply as an intermediary between you and the Carrier. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused tickets and cannot be used toward any future bookings. All tickets will be issued for economy class (or equivalent) unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the Carrier policies and may not be able to be made until you are at the port of journey on the day of departure. Tickets booked through WiGo may not be eligible to earn frequent flyer miles. WiGo reserves the right to charge user for any increase in taxes, fees or surcharges (i.e. fuel). Users' acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

2.3 If You Use WiGo's Services for a Non-WiGo Sponsored Trip: all travel arrangements are at your sole expense and discretion. WiGo shall not be liable for any loss, damage, hazard, fee, cost, or other peril arising from or related to your travel booking arrangements with any Carrier.

2.4 Prohibited Practices for Air Travel: You agree that you will not deviate from your booking by making any unscheduled stopovers. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the your actual point of origin of travel, or to a more distant point(s) than your actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden City Ticketing” or “Point Beyond Ticketing” and is prohibited. The purchase and use of round-trip tickets for the purpose of one-way travel only, known as “Throwaway Ticketing” is prohibited. The use of two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as “Back-to-Back Ticketing” is prohibited. Where a ticket is purchased and used in violation of these rules, WiGo and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following: (a) Invalidate the ticket(s); (b) Cancel any remaining portion of your itinerary; (c) Confiscate any unused flight coupons; (d) Refuse to board you and to carry the your baggage; (e) Assess you for the actual value of the ticket which shall be the difference between the lowest fare applicable to your actual itinerary and the fare actually paid; (f) Delete miles in your frequent flyer account and/or terminate your participation in the frequent flyer program; or (g) Take legal action against you.

2.5 Luggage: Each Carrier has its own policy regarding luggage. We recommend that you check with your Carrier ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the Carrier any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your Carrier, and excess weight is permitted, you must pay a supplement directly to the Carrier at the port. The Carrier may be liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact your Carrier and declare the damage, absence or loss of your personal effects before leaving the Carrier’s port, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. WiGo strongly recommends that you obtain an insurance policy covering the value of your items.

2.6 Limitation of Liability for Carrier Transport. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN WIGO’S TERMS OF USE, YOU AGREE THAT WIGO IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY CARRIER

TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

3. Accommodations.

3.1 Accommodation Classifications. Any ratings attributed to Accommodations quoted by WiGo correspond to a classification established as a point of reference in accordance with local standards in the host country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. WiGo makes no guarantee about the suitability or availability of Accommodations.

3.2 Booking Accommodations. If you travel on a WiGo-sponsored trip, and the particular Accommodations sought are unavailable, we will do our best to reserve comparable Accommodations, if possible. In such an event, you would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned Accommodation with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform you as soon as we are aware of this necessity. If you use WiGo’s Services for a non-WiGo-sponsored trip, all Accommodations are at your sole expense and discretion. WiGo shall not be liable for any loss, damage, hazard, fee, cost, or other peril arising from or related to your Arrangements.

3.3 Taking Possession of and Vacating Your Room. Policies regarding taking possession of and vacating rooms often vary by Accommodation and/or country, so it is your responsibility to check with the Accommodation ahead of time to verify the relevant policies and times. WiGo is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room.

3.4 Types of Room. Room classifications and amenities may vary by Accommodation and/or country, so it is your responsibility to check with the Accommodation ahead of time to verify the specific amenities offered at the time of your stay. WiGo makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

4. Activities During Your Trip. An activity may not be appropriate for all ages or for individuals with certain medical conditions. WiGo may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part. It may happen that certain activities referred to in the Services for a particular trip are no longer

provided by the local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of equipment or the like necessary for an activity are insufficient for the demand. The opening hours of restaurants, alcoholic establishments, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that WiGo is not liable for activities unavailable due to any of the reasons listed above or those of a similar nature. Many activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at your expense. Similarly these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation. WiGo is not liable for any loss due to your gambling and is not responsible for any purchases made while on the trip. YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WiGo SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

5. **Health; Travelers With Special Needs.** WiGo recommends that all travelers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to WiGo at the time of reservation upon initial booking so WiGo can contact the Suppliers or Carriers to investigate amenities and/or special accommodations offered. You are required to provide your own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers or Carriers may require you to be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers or Carriers often reserve the right to reject passengers whose mental or physical condition may interfere with the itinerary. You acknowledge and agree that WiGo shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition. If you

have special needs or a disability, you must call the Provider ahead of time and verify that special needs can be met. WiGo make no guarantee as to the ability of any Provider advertised on its Services to meet the special needs of disabled clients. WiGo has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the Provider directly. WiGo advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in a trip. You agree that WiGo will not be liable for any damages arising from inability to participate in any or all of the trip activities due to pregnancy or related illness and no compensation will be payable under such circumstances.

6. **No Provider Guarantees.** While WiGo prides itself on working with top quality Providers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Provider's accommodations, transportation, or any food, drink, medicine, or provisions supplied. You acknowledge and agree that WiGo shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Provider. In no event shall WiGo be liable for any accident which occurs in connection with any Provider's services, in any manner, whatsoever. You admit a full understanding of the nature and character of the mode of transport and assume all risks of travel, transportation and handling of passengers and baggage. Providers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. You acknowledge and agree that WiGo is not responsible for Provider deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond control.

7. **Limitation of Liability.** Without limitation, you assume the risk of, and agree that WiGo is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip,

desertion or revolt of crew, or lost/damaged/delayed luggage.

8. **Severability.** If any provision of this Travel Policy is held invalid or unenforceable in any jurisdiction, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other term or provision of this Travel Policy or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event of any conflict between any provision of this Travel Policy and any applicable law, the provision or provisions of this Travel Policy affected shall be modified to remove such conflict and permit compliance with such law, and as so modified this Travel Policy shall continue in full force and effect, and such illegality shall not affect any other term or provision of this Travel Policy.

9. **Headings.** Headings are for reference purposes only and do not limit the scope or extent of such section.