

TLX Membership Terms and Conditions

Last Updated: June 1, 2022

By clicking "I AGREE" and by completing the online TLX Academy application I agree to be bound by these Terms and Conditions.

IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT EACH OF US IS GIVING UP RIGHTS TO SUE THE OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.

We may update these terms and conditions from time to time by notifying you of such changes by any reasonable means, including by posting revised terms and conditions on the Web Site and in your back office. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised terms and conditions incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Web Site after we post any changes, you accept the updated terms and conditions.

The "Last Updated" legend above indicates when these terms and conditions were last revised.

These Terms and Conditions set out the basis on which a Member may participate in the TLX Academy ("TLX") program. The following provisions govern the use of Membership:

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

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

"Benefits" means: access to the various special products and services made available to Members, which Benefits shall be as published on the TLX website. Benefits may include preferred rates, net rates, special offers, exclusive product and or pricing and such other products and services as TLX shall in its sole discretion offer from time to time.

"Initial Fee" means: the one-time payment due on application to become a Member.

"Member" means: a person who has made an application to become a Member, accepted the Membership Terms and Conditions, been accepted by TLX as a Member and who has paid the Initial Fee and continues to pay the Monthly Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Monthly Fee when due.

"Membership" means: participation in the closed-user group which entitles the Member to access all of the Benefits offered from time to time by TLX through the Membership program.

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

"Web Site" means: the TLX website www.tlx.com or sub domains of that Web Site and any other web sites including subdomains through which TLX may offer access to Academy Benefits from time to time.

"TLX or We" means: Phylia Inc. dba TLX.

1. To become a Member of the TLX Academy you must be 18 years of age or older and reside in a market in which TLX offers Memberships.
2. TLX may refuse to accept any Membership Application in its sole discretion.
3. Membership in the Academy becomes effective only when the Membership Application is accepted by TLX, the Initial Fee and the first Monthly Fee is paid and received by TLX, and when you complete your online Membership Application you have accepted the Terms and Conditions of Membership. Continued Membership is at all times after acceptance conditional upon payment by you of the Monthly Fee. The Monthly Fee may be varied by IML upon reasonable notice to you.

4. If paying by credit or with debit card or using an e wallet account you hereby certify that the credit or debit card or eWallet account used to make payment is held in your name or that you are an authorized user of the card or account. You hereby authorize TLX to charge your credit or debit card or eWallet account identified in your Application, or advised to TLX from time to time, with the Initial Fee and the Monthly Fee. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Fee and the recurring Monthly Fee until the Membership is cancelled by notice in writing in accordance with these Terms and Conditions.

5. Your Membership shall remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to TLX by email to support@im.academy or (ii) terminated by TLX by sending in writing, notice of cancellation of your Membership to you by email at the email address held on file by TLX for you at the date of the notice or using the cancellation option in your back office. (Notice to TLX must include your name, address, and Member Identification Number and must be sent from the email on file with TLX for your Membership). Your Membership will also be terminated with immediate effect if you stop payment of the Monthly 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 TLX 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 TLX. Termination by either party shall terminate your use of the Benefits of Membership and access to the Web Site with effect from the next scheduled payment charging date. Except as otherwise required by applicable law, you may cancel your Membership without penalty or obligation, within seven (7) days from the date of your application or payment (whichever occurs first), to become a Member and receive a 100% refund of all Membership fees paid in accordance with our Refund Policy which is published at www.im.academy. If you cancel your Membership after booking travel using your Membership TLX may choose to cancel your travel and to refund the cost already paid. If TLX chooses to make a refund to you it shall not be responsible for any other costs, such as flights or pre booked excursions, incurred by you in connection with the cancellation of your booking. TLX also may terminate your Membership at any time and may do so immediately without notice, and deny you access to the Site, if in its sole discretion TLX determines that you have failed to comply with any term or provision of these terms and conditions ("Cause"). If TLX cancels your Membership for Cause no refund will be due to you. If TLX cancels your Membership other than for Cause no refund or credit will be due to you except for the unused portion of the then current month's Membership fee. TLX reserves the right in its sole discretion to approve or deny the reactivation of a cancelled Membership. If you apply to reactivate a cancelled Membership within six (6) months of cancellation your account may only be reactivated with the same IBO enroller as your prior Membership.

6. TLX 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. TLX shall at all times provide updated information as to Benefits available via its website and by notice to Members. You acknowledge that all post sale customer service support may be rendered in English by TLX or its Affiliates.

7. Benefits may be booked and used by any Member and by one (1) adult aged 18 or older who resides in the same household as the booking Member including a spouse, civil or other partner. Unless otherwise stated in booking specific terms, a maximum of two (2) adults aged 18 or older may travel on a single travel booking provided at least one (1) adult on the booking is a Member or is an adult aged 18 or older who resides in the same household as the Member. A Membership may only be held in the name of an individual person; TLX does not accept Membership Applications in multiple names, partnerships, or in the names of business entities.

8. Members may take dependent children on TLX travel trips by paying the designated trip charge. Children may be charged an additional Dependent Child Fee (DCF), which is particular to each trip and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in school and 18 years of age or under. Those children who are over the age of 18, un-married, residing with their parent(s) or legal guardian(s), and attending school (up to the age of 25) are also considered dependent children. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal

guardian(s) is a dependent child. Additional rooms for dependent children under the age of 18 years not sharing accommodation with adult guests can be requested but are not guaranteed to be available and will be subject to additional charges which may vary.

9. You agree that it is your responsibility to choose which Benefits you use and/or travel you purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of these Terms and Conditions. You further agree that, except in accordance with these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Fee and Monthly Fees as a result of your non-use of any of the Benefits of the Academy. Benefits available may be varied and or replaced by alternative Benefits at any time in the sole discretion of TLX.

10. 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 TLX 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. All travel is booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by an Affiliates 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. TLX 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.

11. Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose any of your rights or obligations without the prior written consent of TLX. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held.

12. 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.

13. All materials, information, software, products, and services included on or available through the Web Site (the "content") are provided "AS IS" and "AS AVAILABLE" for your use. The content is provided without warranties of any kind, either express or implied.

14. Under no circumstances shall TLX, their affiliates, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, or the employees, agents, officers or directors of the foregoing parties (collectively, the "covered parties") be liable for any direct, indirect, punitive, incidental, special or consequential damages that result from: (1) the use of, or inability to use, the Web Site; (2) any inaccuracy, error, delay in or omission of, any information, or the transmission or delivery of any information; (3) any negligent or reckless act or omission; or (4) any force majeure event. In no event shall any of the covered parties' liability for damages to a Member exceed the Initial and Monthly Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.

15. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Using or accessing the Web Site and/or enrolling as Member constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and we will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision. We welcome you to contact Customer Service regarding issues or concerns you may have. This arbitration agreement does not in any way alter your ability to bring concerns to the attention of Customer Service at support@im.academy.

A. Class Action Waiver and Agreement to Arbitrate.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND IM WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED

THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT IM AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

B. Arbitration Process and Procedure.

The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these terms and conditions and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these terms and conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these terms and conditions will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflicts of law rules.

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

18. Any software that is made available to download from the Web Site (the "Software") is the copyrighted work of TLX, 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 Web Site.

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

20. You shall not use, disseminate or reproduce any TLX 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 TLX Compliance department.

21. You shall not use the Web Site for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to TLX, the general public or other users. In such instances, you shall forfeit any 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 TLX 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 TLX, who post, publish, view, receive, or utilize information and/or materials on the Web Site shall be construed as establishing agency,

employment, partnership, joint venture or any other relationship giving rise to vicarious liability of TLX, 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 Web Site and Benefits offered in the Academy will be subject to the Terms and Conditions in force at the time you access the Web Site and the Benefits and your use of the Web Site and or the Benefits shall constitute your acceptance of the applicable terms and conditions.

24. By completing and submitting the Membership Application online you specifically authorize TLX to transfer and disclose personal or confidential information which you have provided to TLX in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors and to TLX independent sales representatives and to applicable government or regulatory bodies, if required by law. You consent to TLX 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 cell number you have entered on the Membership Application Form or as advised to TLX by you from time to time. Such emails and /or text messages may include offers and solicitations for the sale and purchase of TLX products, sales aids, and services. Your consent to receive such emails and/or text messages shall survive the termination or expiration of this agreement for any reason unless and until you inform TLX of revocation of consent to receive such communications. You may revoke your consent in writing by emailing support@im.academy or by utilizing the unsubscribe option contained within a TLX email or text communication.

25. TLX, its parent, subsidiaries or associated or affiliated companies, and their directors, officers, owners, employees, assigns, and agents (collectively referred to in this section 25 as "Associates"), shall not be liable for, and you hereby release TLX and its Associates from, all claims for consequential and exemplary damages. You further agree to indemnify TLX for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your conduct when travelling as a TLX Member.

26. TLX may at any time set off any liability of the Member against any liability of TLX, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these terms and conditions. Any exercise by TLX of its rights under this section shall not limit or affect any other rights or remedies available to it under these Terms and Conditions or otherwise.

27. The Membership online application and these Terms and Conditions constitute the entire contract between you and TLX relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force or effect.

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

29. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of these Terms and Conditions will remain in full force and effect.

30. Sections 14, 15, 16, 17, 18, 19 and 20 shall survive termination of your Membership and these terms and conditions.