GENERAL TERMS OF USE

Version 9.0
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Please read this TOU agreement (the "TOU Agreement") carefully. By accessing or using TravelBank.com or any other websites of Travelator, Inc., doing business as TravelBank ("TravelBank", "we" or "our") that link to these TOU Agreement (collectively, the "Website") in any way, including using the services and resources available or enabled via the website and/or application (as defined below) (each a "Service" and collectively, the "Services"), clicking on the "I Accept" button, completing the registration process, and/or merely browsing the website or downloading TravelBank's mobile applications, including the mobile application entitled, "TravelBank" (each an "application"), you represent that (1) you have read, understand, and agree to be bound by the TOU agreement, (2) you are of legal age to form a binding contract with TravelBank, and (3) you have the authority to enter into the TOU agreement personally or on behalf of the company you have named as the user, and to bind that company to the TOU Agreement. The term "you" refers to the individual or legal entity, as applicable, identified as the user when you registered on the website and the term "user" refers to individuals who use the website, the services or the application.

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") which are included below as separate riders. The TOU Agreement and any applicable Supplemental Terms are collectively referred and incorporated herein as the "Agreement."

- Rider A: Supplemental Terms for Savings and Rewards Program
- Rider B: Supplemental Terms for Travel Reservations
- Rider C: Supplemental Terms for Expense Management

This Agreement is subject to change by TravelBank in its sole discretion at any time. When changes are made, the latest copy of the Agreement will be made available online at https://travelbank.com/terms-of-use/ with a "Last Updated" date. If we make any material changes, an email will be sent to all Registered Users. Any changes to the Agreement will be effective immediately for new Users of TravelBank Properties. For existing Users, it will be effective thirty (30) days after posting notice of such changes on the Website. TravelBank may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s).

1. **DEFINITIONS**
   Terms used in the Agreement have the meaning set forth below or in the section.
   a) **"Company"** means the legal entity that is affiliated with the User. The Company will generally be the User's employer and own the rights to the domain included in the e-mail address that a User provides when he or she creates an account with TravelBank. "Company" does not include a legal entity that operates an e-mail service (e.g. Hotmail, Yahoo, etc.) (an "E-Mail Service Entity") unless one or more Managers employed have created a TravelBank Department Network(s) or TravelBank has an agreement with that E-mail Service Entity pursuant to which that entity has created a TravelBank Company Network.
   b) **"Department"** is a group, department or other unit of a Company.
   c) **"Employee"** is a User who works with or for the Company. Employee may be an employee, contractor, intern or a User otherwise affiliated with the Company. An Employee may also

register as a Manager within the same or another TravelBank Department Network, or within the TravelBank Company Network, to which the Employee belongs.

d) **"Manager"** is a User who identifies himself or herself as a Manager when the User creates an Account with TravelBank. A Manager may register himself or herself as an Employee within the same or another TravelBank Department Network, or within the TravelBank Company Network, to which the Manager belongs.

e) **"TravelBank Company Network"** is a network which is created by a Company on behalf of the entire Company when the Company enters into an agreement with TravelBank for such TravelBank Company Network. At such time as the Company elects to create a TravelBank Company Network, any then-existing TravelBank Department Network within that Company will automatically become a part of the TravelBank Company Network. The TravelBank Company Network will be overseen by an administrator named by the Company ("Company Administrator") who shall be responsible for the use and sharing of all information, data and other content posted to the TravelBank Company Network.

f) **"TravelBank Department Network"** is a network for a Department which is created by a Manager. The Manager who creates the TravelBank Department Network shall be responsible for the use and sharing of all information, data and other content posted to the TravelBank Department Network.

g) **"TravelBank Network"** is either a TravelBank Department Network or a TravelBank Company Network.

2. **REGISTRATION**

a) Use of the TravelBank Properties. The Application, the Software, the Website, the Services, and the information and content available on the Website and in the Application and the Services (collectively, the "TravelBank Properties") allow individual Users and Companies to create and approve travel budgets, book travel, accommodations and related items ("Travel Accommodations"), track and report travel and business expenses, reimburse expenses, and, optionally, to create a Savings and Rewards Program for cost management.

b) Registering for an Account. Users will be required to become a Registered User in order to use the Services. There may be some instances where Users may become Registered Users by accessing Services through a partnership with a third-party company. Additionally, Users may be able to use certain tools such as the Travelator budget creator tool (the "Budget Creator") without becoming a Registered User. For purposes of the Agreement, a "Registered User" is a User who has registered an account on the Application ("Account") or has a valid account on the social networking service ("SNS") or other third-party company through which the User has connected to the Services (each such account, a "Third Party Account").

c) Employees and Managers. Users can register for the Services as either an Employee and/or a Manager, and access rights within the Application will be different depending on which designation(s) are selected by the Users.

   i. If you register as an Employee, you (a) represent and warrant that (i) the individual(s) whom you name as your manager(s) are the individuals within your Department who are responsible for approving your travel budgets and expense account reports, and (ii) you will submit budgets and expense reports created using the Services to the manager who is responsible for approving that budget or expense report; and (b) acknowledge and agree that you will not be eligible to participate in any Incentive Program unless and until the Company has paid TravelBank's applicable invoices(s). If you register as an Employee, but neither your Department nor your Company has created a TravelBank Network, you may continue to use the Services to create budgets and to track your expenses, but you will not be able to submit your budgets and expense reports through the TravelBank Properties. If neither your Department

nor your Company has implemented an Incentive Program, you also will not be able to participate in a Savings and Rewards Program.

ii. If you register as a Manager for a Department which is not yet a TravelBank Department Network, you (a) represent and warrant that (i) you are authorized by your Company to enter into the Agreement on behalf of your Department (and to fund the Savings and Rewards Program for your TravelBank Department Network) and (ii) the Services do not conflict with any existing policies (including expense reimbursement policies) of your Company; (b) agree to provide or approve a list that includes the e-mails of the individuals who, once registered as Employees, will comprise the members of the TravelBank Department Network and will be able to communicate with each other via the Services, and (c) when you set up an Incentive Program, agree to provide Travelator with valid and updated credit card information and/or a valid and updated Authorization for Direct Payment via ACH (ACH DEBIT), to fund the Savings and Rewards Program. You also represent and warrant that you will provide a list of all Employees within the TravelBank Networks to which you belong for whom you are authorized to approve budget and expense reports.

d) Access Through a SNS. If you access the Services through a SNS as part of the functionality of the Website, the Application and/or the Services, you may link your Account with Third-Party Accounts, by allowing TravelBank to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to TravelBank and/or grant TravelBank access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating TravelBank to pay any fees or making TravelBank subject to any usage limitations imposed by such third-party service providers. By granting TravelBank access to any Third-Party Accounts, you understand that TravelBank may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through TravelBank Properties ("Content") that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through TravelBank Properties via your Account. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be Your Content (as defined in Section 4(i)) for all purposes of the Agreement). Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on TravelBank Properties. Please note that if a Third-Party Account or associated service becomes unavailable or TravelBank access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through TravelBank Properties. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the "Settings" section of the Website. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND TRAVELBANK DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. TravelBank makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and TravelBank is not responsible for any SNS Content.

e) Access through TravelBank Company Network. At such time as your Company creates a TravelBank Company Network, the Company Administrator will assume and have full control over all individual Accounts associated with the Company's domain e-mail address and may

delete your Content or disassociate your Account from the Company Network, in which case you may be able to retain an Account, but it will no longer be part of a Company Network. As such, you should regularly back up your Content. When a Company establishes a TravelBank Company Network, the Agreement will continue to apply to your use of the TravelBank Company Network, provided, however, that such use is also subject to additional terms pursuant to an agreement between your Company and TravelBank as outlined in the Terms of Service for Company Networks. You should ask the Company Administrator about any such additional terms. To the extent of any conflict between the Agreement and such additional terms, the additional terms shall control. We may inform you that your Company has assumed control of your Account, but we are not obligated to do so. If your Company creates a TravelBank Company Network, the Company will have access to all of the information you post or otherwise make available through the TravelBank Properties, as described in our Privacy Policy which may be found at https://TravelBank.com/privacy-policy/.

f) Registration Data. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least sixteen years of age, or of legal age to form a binding contract in your jurisdiction; and (2) not a person barred from using TravelBank Properties under the laws of the United States, your place of residence or any other applicable jurisdiction.

Necessary Equipment and Software. You must provide all equipment and software necessary to connect to TravelBank Properties, including but not limited to, a mobile device that is suitable to connect with and use TravelBank Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing TravelBank Properties.**3. ACCESS TO TRAVELBANK PROPERTIES**

a) General. The TravelBank Properties are protected by copyright laws throughout the world. Subject to the Agreement, TravelBank grants you a limited license to reproduce portions of TravelBank Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by TravelBank in a separate license, your right to use any TravelBank Properties is subject to the Agreement.

b) Application License. Subject to your compliance with the Agreement, TravelBank grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on one or more mobile devices or computers that you own or control and to run such copy of the Application solely for your business purposes.

c) Provisions for Apple App Store. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

d) TravelBank Software. Use of any software and associated documentation, other than the Application, that is made available via the Website or the Services ("Software") is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. Unless the accompanying license agreement expressly allows otherwise,

any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between this Agreement and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement. Subject to your compliance with this Agreement, TravelBank grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of the provisions in the Agreement.

e) Fees. TravelBank reserves the right to charge fees for both Companies and Employee Users to access and use all or portions of the TravelBank Properties at any time. TravelBank also reserves the right to change its fee structure at any time, with or without prior advance notice.

f) Updates. You understand that TravelBank Properties are evolving. As a result, TravelBank may require you to accept updates to TravelBank Properties that you have installed on your computer or mobile device. You acknowledge and agree that TravelBank may update TravelBank Properties with or without notifying you. You may need to update third-party software from time to time in order to use TravelBank Properties.

g) Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit TravelBank Properties or any portion of TravelBank Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other TravelBank Properties (including images, text, page layout or form) of TravelBank; (c) you shall not use any metatags or other "hidden text" using TravelBank's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of TravelBank Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website; (f) you shall not access TravelBank Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of TravelBank Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in TravelBank Properties. Any future release, update or other addition to TravelBank Properties shall be subject to the Agreement; and (i) you shall not enable access to the TravelBank Properties by any unauthorized third-party application. TravelBank, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of TravelBank Properties immediately terminates the licenses granted by TravelBank pursuant to the Agreement.

h) Third-Party Materials. As a part of TravelBank Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for TravelBank to monitor such materials and that you access these materials at your own risk.

i) Evaluation License. Notwithstanding any other provision in the Agreement, if you are obtaining access to all or any portion of the TravelBank Properties on an "evaluation" or "trial" basis, you acknowledge and agree that you are receiving access to such TravelBank

Properties “AS-IS,” without indemnification, warranty, obligation to provide support, of any kind, express or implied.

4. RESPONSIBILITY FOR CONTENT

a) Types of Content. You acknowledge that all Content, including TravelBank Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not TravelBank, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through TravelBank Properties (“Your Content”), and that you and other Users of TravelBank Properties, and not TravelBank, are similarly responsible for all Content they Make Available through TravelBank Properties (“User Content”).

b) Organization. You acknowledge that you shall adhere to your Company’s policies, guidelines, and procedures concerning the Content you post to the Services with no exceptions.

c) No Obligation to Pre-Screen Content. You acknowledge that TravelBank has no obligation to pre-screen Content (including, but not limited to, User Content), although TravelBank reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that TravelBank pre-screens, refuses or removes any Content, you acknowledge that TravelBank will do so for TravelBank’s benefit, not yours. Without limiting the foregoing, TravelBank shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

d) elsewhere, TravelBank has no obligation to store any of Your Content that you Make Available on TravelBank Properties. TravelBank has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content. You agree that TravelBank retains the right to create reasonable limits on TravelBank’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by TravelBank in its sole discretion. TravelBank data storage and security policies can be viewed in the Privacy Policy which may be found at https://TravelBank.com/privacy-policy/.

e) Account Monitoring. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of TravelBank Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify TravelBank immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or TravelBank has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TravelBank has the right to suspend or terminate your Account and refuse any and all current or future use of TravelBank Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. TravelBank reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use TravelBank Properties if you have been previously removed by TravelBank, or if you have been previously banned from any of TravelBank Properties.

5. OWNERSHIP

a) General. Except with respect to Your Content and User Content, you agree that TravelBank and its suppliers own all rights, title and interest in TravelBank Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or TravelBank Properties. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of TravelBank.

b) Trademarks. TravelBank's name and other related graphics, logos, service marks and trade names used on or in connection with TravelBank Properties or in connection with the Services are the trademarks of TravelBank and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in TravelBank Properties are the property of their respective owners.

c) Your Content. TravelBank does not claim ownership of Your Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in TravelBank Properties. However, when you as a User Make Available Your Content through the TravelBank Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

d) License to Your Content. Subject to any applicable account settings that you select, you grant TravelBank a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing TravelBank Properties to you and to our other Users. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of TravelBank Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not TravelBank, are responsible for all of Your Content that you Make Available on or in TravelBank Properties.

e) Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to TravelBank through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that TravelBank has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to TravelBank a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of TravelBank Properties.

6. USER CONDUCT

a) Restrictions on Conduct. As a condition of use, you agree not to use TravelBank Properties for any purpose that is prohibited by the Agreement or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through TravelBank Properties that: (i) infringes any patent, trademark, trade secret, copyright,

right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without TravelBank's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of TravelBank; (vi) interferes with or attempts to interfere with the proper functioning of TravelBank Properties or uses TravelBank Properties in any way not expressly permitted by the Agreement; or (vii) attempts or engages in, any potentially harmful acts that are directed against TravelBank Properties, including but not limited to violating or attempting to violate any security features of TravelBank Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in TravelBank Properties, introducing viruses, worms, or similar harmful code into TravelBank Properties, or interfering or attempting to interfere with use of TravelBank Properties by any other User, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" TravelBank Properties.

b) Your Profile. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, illegal, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

c) Investigations. TravelBank may, but is not obligated to, monitor or review TravelBank Properties and Content at any time. Without limiting the foregoing, TravelBank shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although TravelBank does not generally monitor User activity occurring in connection with TravelBank Properties or Content, if TravelBank becomes aware of any possible violations by you of any provision of the Agreement, TravelBank reserves the right to investigate such violations, and TravelBank may, at its sole discretion, immediately terminate your license to use TravelBank Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

d) Violations. If TravelBank becomes aware of any possible violations by you of the Agreement, TravelBank reserves the right to investigate such violations and to take actions including removing your Content from the Services, suspending or cancelling your Account or your access to the Services, or referring such activity to appropriate authorities. Content that is deleted may be irretrievable. If, as a result of the investigation, TravelBank believes that criminal activity has occurred, TravelBank reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. TravelBank is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in TravelBank Properties, including Your Content, in TravelBank's possession in connection with your use of TravelBank Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, (5) protect the rights, property or personal safety of TravelBank, its Users or the public, or (6) in connection with all enforcement actions or to government officials, as TravelBank in its sole discretion believes to be necessary or appropriate.

7. APP STORES

a) You acknowledge and agree that the availability of the Application and certain Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("App Store"). You acknowledge that the Agreement is between you and TravelBank and not with the App Store. TravelBank, not the App Store, is solely responsible for TravelBank Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement).

b) In order to use the Application, you must have access to a wireless or mobile network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with TravelBank Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using TravelBank Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce them.

c) The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:
   i. You acknowledge and agree that (i) the Agreement is concluded between you and TravelBank only, and not Apple, and (ii) TravelBank, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
   ii. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
   iii. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between TravelBank and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TravelBank.
   iv. You and TravelBank acknowledge that, as between TravelBank and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
   v. You and TravelBank acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between TravelBank and Apple, TravelBank, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.
   vi. You and TravelBank acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
   vii. Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

8. INTERACTIONS WITH OTHER USERS

a) User Responsibility. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that TravelBank reserves the right, but has no obligation, to intercede in such disputes. You agree that TravelBank will not be responsible for any liability incurred as the result of such interactions.

b) Content Provided by Other Users. TravelBank Properties may contain User Content provided by other Users. TravelBank is not responsible for and does not control User Content. TravelBank has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

9. THIRD-PARTY WEBSITES AND SOFTWARE COMPONENTS, NON-TRAVELBANK PRODUCTS

a) Third-Party Websites. You may be able to access third-party websites or services via the Services. TravelBank isn't responsible for third-party websites, services, Content or other material ("Third Party Content") available through those third-party services. You are solely responsible for your dealings with third parties (including advertisers). Your use of third-party websites or services may be subject to that third party's terms and conditions and privacy policy.

b) Non-TravelBank Products. TravelBank may make non-TravelBank products or services and Third-Party Content ("Non-TravelBank Products") available via the Services or Marketplace in the Application. If you install, purchase or use any Non-TravelBank Products with the Services, you may not do so in any way that would subject TravelBank's intellectual property or technology to obligations beyond those expressly included in this Agreement. TravelBank assumes no responsibility or liability whatsoever for the Non-TravelBank Products. You are solely responsible for any Non-TravelBank Products or Services that you install or use with the Services. You also agree to be bound by any third-party terms and conditions.

c) Third-Party Software Components. The software provided by us to you as part of the Services may contain third party software components. Unless otherwise disclosed in that software, TravelBank, not the third party, licenses these components to you under TravelBank license terms and notices. However, Expedia Partner Solutions terms and conditions apply and are available at: http://developer.ean.com/terms/en/.

d) Third Party Payment Services Provider. TravelBank uses Plaid Inc. ("Plaid") as a third-party service provider (e.g., credit card transaction processing, merchant settlement, and related services). If you are required to pay fees or charges in connection with the Services, you agree to be bound by Plaid's Terms of Service and Privacy Policy available at https://plaid.com/legal. You hereby consent to provide, and authorize TravelBank and Plaid to share, any information and payment instructions to the extent required to complete the payment transactions in accordance with the Agreement, including personal, financial, credit card payment, and transaction information.

10. INDEMNIFICATION

You agree to indemnify and hold TravelBank, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "TravelBank Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, TravelBank Properties; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. TravelBank reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with TravelBank in asserting any available defenses. You agree that the provisions in this indemnification will survive any termination of your Account, the Terms or your access to TravelBank Properties.

11. DISCLAIMER OF WARRANTIES

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF TRAVELBANK PROPERTIES IS AT YOUR SOLE RISK, AND TRAVELBANK PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TRAVELBANK PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. TRAVELBANK PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) TRAVELBANK PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF TRAVELBANK PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF TRAVELBANK PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN TRAVELBANK PROPERTIES WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. TRAVELBANK MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

C. Any content downloaded from or otherwise accessed through TravelBank Properties is accessed at your own risk, and you shall be solely responsible for any damage to your property or person, including, but not limited to, your computer system and any device you use to access TravelBank Properties, or any other loss that results from accessing such content.

D. No Liability for Conduct of Third Parties. In providing the Services, TravelBank acts solely as the agent for any third-party content suppliers ("Content Suppliers") used by TravelBank. TravelBank does not guarantee or insure the services or Content provided by any Content Supplier, including but not limited to, airlines, hotels, rental car agencies, rail services and other common carriers. Further, TravelBank does not assume, and expressly disclaims any liability for, any damages, losses, costs, expenses, claims, settlements or judgements suffered by or asserted against you arising out of or resulting from the actions or omissions of Content Suppliers. YOU ACKNOWLEDGE AND AGREE THAT TRAVELBANK PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD TRAVELBANK PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND COMPANIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. TRAVELBANK MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. TRAVELBANK MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER OR THIRD-PARTY CONTENT OBTAINED THROUGH TRAVELBANK PROPERTIES.

E. No Liability for Conduct of Other Users. You are solely responsible for all of your communications and interactions with other users of the Travelbank Networks and the TravelBank properties. You understand that Travelbank does not make any attempt to verify the statements of users of the TravelBank networks or the TravelBank properties.

12. LIMITATION OF LIABILITY

a) Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL TRAVELBANK PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH TRAVELBANK PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT TRAVELBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT

OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY., WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

Cap on Liability. Under no circumstances will TravelBank parties be liable to you for more than the amount received by TravelBank as a result of your use of TravelBank properties during the twelve (12) month period preceding the date on which you first assert a claim. If you have not paid TravelBank any amounts during such period, TravelBank's sole and exclusive liability shall be limited to fifty dollars ($50).

b)

c) User Content. TravelBank parties assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any content (including, but not limited to, your content and user content), user communications or personalization settings.

d) Release. You hereby release TravelBank Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of TravelBank Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of TravelBank Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

e) Basis of the Bargain. The limitations of damages set forth above are fundamental elements of the basis of the bargain between TravelBank and you.

f) Exclusions. The above limitations or exclusions may apply to the fullest extent allowed by applicable law.

13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

a) It is TravelBank's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to TravelBank by the copyright owner or the copyright owner's legal agent.

b) Without limiting the foregoing, if Company User believes that its works has been copied and posted on TravelBank Properties in a way that constitutes copyright infringement, please provide TravelBank's Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that Company User claims has been infringed; (3) a description of the location on TravelBank Properties of the material that Company User claims is infringing; (4) Company User's address, telephone number and e-mail address; (5) a written statement by the Company User that it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by Company User made under penalty of perjury, that the above information in its notice is accurate and that it is the copyright owner or authorized to act on the copyright owner's behalf. TravelBank's Copyright Agent for notice of claims of copyright infringement is as follows:

Email: legal@travelbank.com

Physical Address:

Travelator Inc.

Attn: Legal Department
1100 Sullivan Ave
Suite #838
Daly City, CA 94015

14. TERM AND TERMINATION

a) Term. The Agreement commences on the date when you accept it (as described in the preamble above) and remains in full force and effect while you use TravelBank Properties, unless terminated earlier in accordance with the Agreement. Notwithstanding the foregoing, if you used TravelBank Properties prior to the date you accepted the b., you hereby acknowledge and agree that the Agreement commenced on the date you first used TravelBank Properties (whichever is earlier).

b) Termination of Services by You. If you want to terminate the Services provided by TravelBank to you, you may do so by notifying TravelBank at any time (in accordance with Section 19(x)) and closing your Account for all of the Services that you use, unless your Company has assumed control of your Account. In such case, you should speak with the Company Administrator if you wish to terminate your Account.

Termination of Services by TravelBank. TravelBank may (a) terminate the Services at any time for any reason, (b) terminate your access to the TravelBank Properties at any time for any reason, and/or (c) stop providing portions of the Services at any time for any reason. In addition, if your Company has assumed control of your Account, the Company Administrator may modify or remove your access to the Services.

c)

d) Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services may include deletion of your password and/or all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. Your access to all Content that you posted to the Service may be terminated but your Content may remain in the Services for as long as the company in which you posted such Content remains active It may also persist in our archives thereafter. We are under no obligation to notify you or return Content to you. TravelBank will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

15. DISPUTE RESOLUTION

Please read this Arbitration Agreement carefully. It is part of your contract with TravelBank and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by TravelBank that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and TravelBank, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized Users or beneficiaries of services or goods provided under the Agreement.

b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to TravelBank should be emailed to: legal@travelbank.com or a physical copy sent to:

Attn: Legal Department
Travelator Inc
1100 Sullivan Ave
Suite #838
Daly City, CA 94017

After the Notice is received, you and TravelBank may attempt to resolve the claim or dispute informally. If you and TravelBank do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

c) Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this Section 19(vii). If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at http://www.jamsadr.com/rules-streamlined-arbitration/; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at http://www.jamsadr.com/rules-comprehensive-arbitration/. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that TravelBank made to you prior to the initiation of arbitration, TravelBank will pay you the greater of the award or $5,000. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

e) Time Limits. If you or TravelBank pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the applicable JAMS Rules for the pertinent claim.

f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and TravelBank, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary

damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the JAMS Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and TravelBank.

g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and TravelBank in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND TravelBank WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with TravelBank.

m) Small Claims Court. Notwithstanding the foregoing, either you or TravelBank may bring an individual action in small claims court.

n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

p) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Francisco, California for such purpose.

q) Governing Law and Jurisdiction. The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

r) Attorney's Fees, Costs, and Expenses of Suit. If any act of law or equity, including an action for declaratory relief, is brought to enforce, interpret or construe the provisions of this Agreement and/or the included Mandatory Binding Arbitration Agreement, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

16. GENERAL PROVISIONS

a) Electronic Communications. The communications between you and TravelBank use electronic means, whether you visit TravelBank Properties or send TravelBank e-mails, or whether TravelBank posts notices on TravelBank Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from TravelBank in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that TravelBank provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

b) Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without TravelBank's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

c) Force Majeure. TravelBank shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond TravelBank's reasonable control, including but not limited to acts of God, severe weather, fire, flood, mudslides, hurricanes, tornadoes, earthquakes, war, labor disputes, strikes, political unrest, natural or nuclear disaster, national security risks, pandemics, epidemics, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of TravelBank or deemed by TravelBank to constitute a danger to the safety and well-being of Travelers.

d) Compliance. If you believe that TravelBank has not adhered to the Agreement, please contact TravelBank by emailing us at: legal@TravelBank.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

e) Publicity. You agree that TravelBank may use your name and logo in TravelBank's marketing materials or communications (including, but not limited to, the Website) for the sole purpose of indicating you as a User of the Services. You hereby grant to TravelBank the right to reference the Customer as a customer of TravelBank on the Web site and issue a press release to that effect a non-exclusive and limited license to use and publicly display Subscriber's logo as set forth herein.

f) Notice. Where TravelBank requires that you provide an e-mail address, you are responsible for providing TravelBank with your most current e-mail address. In the event that the last e-mail address you provided to TravelBank is not valid, or for any reason is not capable of delivering to

you any notices required/ permitted by the Agreement, TravelBank's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to TravelBank at legal@TravelBank.com. Such notice shall be deemed given when received by TravelBank by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

g) Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

h) Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

i) Export Control. You may not use, export, import, or transfer TravelBank Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained TravelBank Properties, and any other applicable laws. In particular, but without limitation, TravelBank Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using TravelBank Properties, 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. You also will not use TravelBank Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by TravelBank are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer TravelBank products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

j) Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

k) International Users. The Website can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that TravelBank intends to announce such Services or Content in your country. TravelBank Properties are controlled and offered by TravelBank from its facilities in the United States of America. TravelBank makes no representations that TravelBank Properties are appropriate or available for use in other locations. Those who access or use TravelBank Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

l) Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

RIDER A: SUPPLEMENTAL TERMS FOR SAVINGS AND REWARDS PROGRAM

Last Updated: June 28, 2023

These Supplemental Terms (the "Rewards Program Terms") govern the use of the Rewards Program and are incorporated into the TravelBank TOU Agreement. All terms not defined in these Rewards Program Terms have the meaning provided to them in the TravelBank TOU Agreement.

1. Program Overview. The TravelBank Rewards Program allows Reward Program Participants (as defined below) to earn reward points ("Reward Points") in connection with the use of the Services and pursuant to incentives identified by TravelBank through the Services ("Incentives").

2. Eligibility and Enrollment.

a) Rewards Program Eligibility. If your associated Company elects to participate in the Rewards Program becoming a "Rewards Program Customer"), you may be eligible to become a Reward Program Participant. To enroll to become a "Rewards Program Participant", you must: (a) be of the age of majority, (b) agree to and abide by the Rewards Program Terms; (c) reside in a jurisdiction that legally permits participation in the Rewards Program; (d) not be a resident of a country subject to an embargo or designated as state sponsors of terrorism or otherwise embargoed by the United States government; and (e) be duly employed or otherwise duly associated with the Rewards Program Customer in accordance with the requirements of the Rewards Program Customerto maintain eligibility to accumulate and redeem Reward Points.

b) Rewards Program Enrollment. To become a Rewards Program Participant, you must register for the Rewards Program through the Services in compliance with the TravelBank Terms, including that the information you provide must be accurate.

3. Earning Reward Points.

a) Rewards Points Generally. Certain Incentives may be made available to a Rewards Program Participant at the discretion of the Rewards Program Customer. For example, a Rewards Program Participant may be awarded Reward Points if his or her final expenses associated with a particular approved trip are less than the budget created by the Employee for the trip through the Budget Creator and approved by a Manager through the TravelBank Company Network ("Budget"). A Rewards Program Participant may also earn Reward Points after fulfilling other specific actions, which will be communicated to the Rewards Program Participant by TravelBank.

b) Complying with Rewards Points Conditions. To earn Reward Points, a Rewards Program Participant must perform the specific requirements set forth in the Incentive that is identified through the Services. Each Incentive may have terms and conditions, restrictions or requirements that are specific to it and all such terms, restrictions and requirements must be met to earn the designated Reward Points.

c) Tracking Rewards Points. You may track the Reward Points earned through your Account, and where the Incentive is based on your ability to beat the Budget, through the portion of your Account that allows you to track expenses.

4. Redeeming Points.

a) Rewards Center. Reward Points may be redeemed only for products and services available through the TravelBank Reward Center made available through the Services (the "Rewards Center") and only if you

follow redemption procedures set forth therein. Reward Points will be subtracted from your Account once you have redeemed them.

b) Rewards Points are not Vested. Reward Points belong to the Rewards Program Customer and not the individual Rewards Program Participant. Reward Points in a Rewards Program Participant's Account may only be redeemed by the holder of such Account. Reward Points may NOT be sold, exchanged, bartered, transferred, or given away. The value of your Reward Points may vary according to how you chose to use them. Accumulated points are not the property of a Rewards Program Participant and accumulation of Reward Points does not entitle a Rewards Program Participant to any vested rights with respect to the Rewards Program or the Reward Points. Upon termination of your employment or association with a Rewards Program Customer, all of your remaining unredeemed Reward Points are deemed immediately forfeited and you will no longer have access to the Rewards Center.

c) Third Party Terms. When you redeem your Reward Points for products and services offered by third parties (e.g., flights offered by airlines, hotel accommodations), all products or services purchased through the redemption of Reward Points are governed by such third-party terms. TravelBank has no liability for the acts or omissions of any third party, including third parties whose products and services are made available through the Rewards Center.

6. Termination of Rewards Points on Inactive Accounts. Accrued Reward Points are forfeited without notice on the last day of the twelfth (12) month after the last activity in your Account, or if your Account is cancelled by your associated Rewards Program Customer. An Account is deemed inactive if there has been no Reward Point accrual or redemption within 12 months.

7. Termination and Suspension of Your Enrollment and participation. We (and your associated Rewards Program Customer) reserve the right at any time to limit enrollment in the Rewards Program. We (and your associated Rewards Program Customer) may discontinue your participation in the Rewards Program. We may void or cancel your entire Reward Point balance at our discretion, for any reason, including if any Reward Points in your Account are issued, received, or redeemed through fraud or theft, or otherwise illegally, or not as authorized in these Reward Program Terms. These rights are in addition to any other legal or equitable remedy which may be available to us under applicable law.

8. The Program and These Terms May be Suspended, Changed or Terminated.

a) Right to Modification. We (and your associated Rewards Program Customer) reserve the right, at our sole discretion, to suspend, change or terminate the Rewards Program, in whole or in part; to add, delete or change available Reward Points or Incentives; to modify, limit or suspend the use of or redemption of Reward Points or the availability of Incentives in any respect; to modify or change redemption procedures; to modify, limit or suspend the collection of Reward Points, including but not limited to imposing time limits and changes in Reward Point values. We may make these changes even though the changes may affect the value of Reward Points already accumulated at any time and from time to time.

b) Notice of Modification of the Rewards Program. If we (or your associated Rewards Program Customer) make changes that we believe will have a material impact on your use of the Rewards Program, we will let you know by sending you an email if we have a current email address for you, and by noting on the Services that the Reward Program Terms have been updated. The effective date of any change in these Reward Program Terms will be the date specified in the notice. If you disagree with the changes to these Reward Program Terms, you may opt out of the Rewards Program by provide written notice to us. Your ongoing use of the Rewards Program and Services after the changes take effect signifies your agreement to the new terms.

c) Termination of Your Enrollment. We or your associated Rewards Program Customer) may cancel or suspend your enrollment in the Rewards Program at any time, without cause and/or without notice. We

may terminate and/or suspend your enrollment immediately, without notice, if there has been a violation of these Reward Program Terms or other policies and terms that apply to the Rewards Program. Your right to use the Rewards Program will end once your registration is cancelled or terminated. At any point if your employment or association with the Rewards Program Customer changes such that you are not deemed eligible to redeem rewards by the Rewards Program Customer, your enrollment in the Rewards Program will terminate effective immediately.

9. Specific Terms

a) Compliance with Laws. You must comply at all times with all laws, rules, and regulations that are applicable to you.

b) Tax Liability. The receipt or redemption of Reward Points may be subject to tax liability. Any tax liability, including reporting of tax liability to the Internal Revenue Service or other taxing authorities, with respect to the receipt or use of Reward Points is solely your responsibility. TravelBank and your associated Rewards Program Customer reserve the right to report the receipt or redemption of Reward Points to the Internal Revenue Service and other taxing authorities.

RIDER B: SUPPLEMENTAL TERMS FOR TRAVEL RESERVATIONS PROGRAM

Last Updated: June 16, 2020

These Supplemental Terms (the "**Travel Reservations Terms**" or "**Agreement**") governing the reservation, purchase, and use of all Travel Services (as defined below) offered for sale by TravelBank are incorporated into the TravelBank Terms of Use (the "**TOU Agreement**"). All terms not defined in these Travel Reservations Terms have the meaning provided to them in the TOU Agreement.

All bookings of Trips are also subject to the Terms and Conditions of the Supplier of the Travel Service(s) incorporated in your reservation. By placing a reservation with TravelBank, you agree to abide by all the Terms and Conditions of the applicable Suppliers, and to be bound by the limitations therein. If the Supplier's Terms and Conditions are ever in conflict with the Travel Reservations Terms (or TOU) of TravelBank, TravelBank's TOU Agreement, including this Rider, will control all issues relating to the liabilities and responsibilities of TravelBank.

1. **Definitions.**

   a) **"TravelBank"** and/or **"we"** or **"us"** refer to Travelator, Inc. doing business as TravelBank.
   b) "**Application**" and/or "**App**" refers to the TravelBank mobile application ("TravelBank App") that is available through the Apple App Store or Google Play.
   c) "**Travel Service**" and/or "**Travel Services**" encompass: airfare, including add-ons to airfare purchases; ground transportation, including car rentals and rideshare services; accommodations, including hotel rooms, room sharing, resorts, or other lodgings; travel planning, including consultation and logistics; trip insurance and any other travel or travel related products offered or sold by TravelBank.
   d) "**Travel Reservations Program**" is an additional component of TravelBank's Services. TravelBank Users may secure Travel Services via the TravelBank App or agents.
   e) The term "**Trip**" is defined as any Travel Service, or package of Travel Services, offered or sold by TravelBank.
   f) **"Traveler"** is any User of the TravelBank App who subsequently books a reservation for Travel Services.
   g) Travel Service Supplier ("**Suppliers**") are any third-party providers of Travel Services.

2. **Modification of Our Travel Reservations Terms.** Our Travel Reservations Terms may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is therefore essential that you consult and accept our Travel Reservations Terms at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with TravelBank or reviewed our Travel Reservations Terms.

3. **Prices and Surcharges.**
   a) Only items and fees *explicitly* advertised as included in the price of a Travel Service will be included as part of Travel Service's advertised price. We use commercially reasonable endeavors to publish and maintain accurate prices and information for our services via the TravelBank App and through our agents. Suppliers provide us with the price, availability and other information related to these Services. In the event, however, that a Service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or service information received from a Travel Service Supplier, we retain the right to refuse or cancel any Reservation placed for such Travel Service, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your Reservation is canceled because of incorrect hotel, airline, or car provider information, we will promptly issue a credit to your credit card account in the amount of the charge.

b) We expressly reserve the right to correct any pricing errors on our App and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.
c) Our prices are contractual tariffs. No claim relating to the price of a Trip will be considered once the reservation is effective. All prices are quoted in US dollars (USD) unless otherwise denoted. Rates for Travel Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, Services and labor sometimes increase the cost of Travel Service arrangements significantly.

4. **Cancellation, Substitution, and Alteration Policies.**
   a) Cancellations or Modifications attributable to Traveler: Cancellation, substitution, and/or alteration terms vary by Supplier. It is your responsibility to familiarize yourself with the terms of your Supplier prior to purchase, so we urge you to read them carefully.

   b) Cancellations and/or Alterations not attributable to Traveler: Due to Force Majeure or supplier requests, changes and/or cancellations may need to be made to confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value. TravelBank reserves the right to adjust the Travel Service or change the modes of ground and air travel, change the quality of accommodations or otherwise change the Travel Service without prior notice. We accept no liability for loss of enjoyment as a result of these changes. Any additional charges incurred arising from the postponement, delay or extension of a Trip or adjustment to the itinerary due to Force Majeure will be the Traveler's responsibility. TravelBank will attempt to provide Traveler advanced notice of any changes to a Trip or Services to the extent commercially possible.

5. **Issuing Travel Documents.** Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions. Should you change your email address, phone number, or address before your departure date, you are required to advise us of the change. If a Traveler provides incorrect information to TravelBank, we do not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

6. **Travelers with Special Needs or Disabilities.** If you have special needs (e.g., wheelchair accessible room, traveling with seeing eye dog, etc.) you must call all relevant Suppliers for your Trip ahead of time and verify that special needs can be met. Depending on their terms and conditions, your reservation may be refunded, canceled or modified if special handicapped needs cannot be met. TravelBank make no guarantee as to the ability of any Travel Supplier to meet the special needs of disabled clients.

7. **Insurance**. Should you have to cancel your Trip because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, Trip cancellation insurance may protect some or all deposits and payments for both air and Trip costs. Trip cancellation and interruption penalties can be significant. Purchasing Trip cancellation insurance at a much later date may limit some of the coverage as to pre-existing or other conditions. It is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that TravelBank is not responsible for any uninsured losses.

8. **Passports, Visas, Reciprocity Fees, and Travel Health Requirements.** It is Traveler's sole responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel and paid any required reciprocity fees for their destination.

a) A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip. Most international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary.
b) Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or at https://travel.state.gov/ or directly from the destination country's website.
c) Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.
d) You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.
e) Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release TravelBank from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to http://wwwnc.cdc.gov/travel/.
f) IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HOLD THE CORRECT, VALID DOCUMENTS FOR THE COUNTRIES YOU ARE VISITING AND HAVE OBTAINED THE NECESSARY VACCINATIONS, CLEARANCE TO TRAVEL, AND HOLD THE NECESSARY CONFIRMATIONS FOR MEDICATIONS REQUIRED AS WE CANNOT BE HELD LIABLE FOR ANY ILLNESS, DELAYS, COMPENSATION, CLAIMS AND COSTS RESULTING FROM YOUR FAILURE TO MEET THESE REQUIREMENTS. TRAVELBANK DISCLAIMS ALL RESPONSIBILITIES OR LIABILITIES IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

9. **Accommodations.**
   a) **"Accommodations"** are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, short term apartment, room or couch shares, motels, and resorts. TravelBank provides the accommodations for its Trips through third-party Suppliers and retains no ownership or management interest in those Accommodations. TravelBank does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Supplier. If any issues arise, please contact the owner/operators of the respective Accommodations directly.
   b) Accommodations and living standards may vary from country to country and region to region. TravelBank makes no guarantees about Accommodation living standards. Any additional costs, i.e. upgrades etc., will be borne by the Traveler.
   c) Prices of Accommodations are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation.

10. **Air Transport.**

a) General: TravelBank' responsibilities in respect to air travel are limited by the relevant airline's Contract of Carriage. All airlines' Contracts of Carriage are available for view publicly on their websites and at their office branches. TravelBank is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments. In addition, TravelBank is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time, and these changes may include a change in the airline you fly, your aircraft type or destination. Such alterations do not constitute a significant change to your Trip Itinerary. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. TravelBank will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters in your Contract of Carriage. The airline fulfilling your reservation may change from the airline displayed on our website.
b) Flight Times: The flight times given by TravelBank are for general guidance only and are subject to change. Up-to-date flight times will be shown on the tickets. Traveler must check the tickets very carefully immediately upon receipt of the latest timings.
c) Failure to Check-in on the outward journey (on a charter or scheduled flight) will automatically result in cancellation of the return flight by the airline. We would encourage you to contact us on the date of departure if you wish us to keep the return flight open; this decision remains at the discretion of the airline company.
d) Flight Connections: If any booked flight connecting with your outbound or inbound flight is cancelled or delayed, the airlines reserve the right to provide that transport by any other means (coach/bus, train, etc.). If you organize your own connecting transport with the arrangements booked with TravelBank, we would advise that you reserve flexible or refundable tickets in order to avoid the risk of any financial loss. You are also advised not to make any important appointments for the day following your return date. TravelBank cannot accept responsibility for the consequences of delays (such as a cancelled scheduled flight) in the context of connecting transport organized by you.
e) Non-Use of Flight Segments: You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets. You agree to indemnify TravelBank against any airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.
f) Luggage: TravelBank assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is 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 the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.
g) Additional and oversized baggage fees: Most airlines have their own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline 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 airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

h) Carriage of Hazardous Material: Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of $250,000 or more. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

i) Pregnancy: Different airlines have their own restrictions on when pregnant woman may fly on their plane, which can range from prohibiting flying anywhere from 7 to 30 days by the due date. It is your responsibility to check the restrictions of your particular airline. If you are denied boarding, TravelBank will not be responsible for any resulting cancellation fees and charges.

j) Stop-Overs: 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. TravelBank will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

k) Issuance of e-tickets: As of June 1st, 2008, the International Air Transport Association (IATA) has imposed new rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket"). Due to technical constraints to do with airline's restrictions in relation to certain requirements (infants under the age of 2, inter-airline agreements, groups, etc.), it may be impossible to issue an electronic ticket. Therefore, though a flight may be shown as available, it might prove impossible for us to honor your reservation. This situation, which is outside our control, will not result in liability on our part. If we cannot issue you an e-ticket, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

11. **Marketing Materials and Illustrative Photos**. TravelBank endeavors to illustrate the Travel Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Travel Services pictured at the time of your Trip.

12. **Local Customs, Laws, and Travel Risks**.
    a) Travelers may be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold TravelBank harmless for any such problems experienced while participating in their Trip.
    b) Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. TravelBank does not guarantee your safety at any time, and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO

SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

13. **Notices.** The communications between you and TravelBank use electronic means, whether you visit TravelBank Properties or send TravelBank e-mails, or whether TravelBank posts notices on TravelBank Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from TravelBank in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that TravelBank provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Any notices required or permitted hereunder shall be given:
14. If to TravelBank, via email to: legal@TravelBank.com
15. If to Traveler, at the email or physical address provided by Traveler during the registration process. Notice provided to the Traveler's email address shall be deemed sufficient notice.

16. **Seller of Travel Registration Information**.

    a) California Registration Info: TravelBank is registered with the California Department of Justice. CST#2126028. Registration as a seller of travel does not constitute approval by the State of California.

        i. California law requires certain sellers of travel to have a trust account or bond to protect consumer's money. This business has a trust account.

        ii. This business is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than $50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed $15,000. * Please note that if you were outside of California at time of purchase, such transactions are not covered by the TCRC. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a $35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to :415-927-7698.

    b) Florida Registration No. 40647

    c) Iowa Registration No. 1335

    d) Washington Registration No: 603-524-419

17. **Limitation of Liability**.
    a) IN NO EVENT SHALL TRAVELBANK 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 TRAVELBANK 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 TRAVELBANK'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO TRAVELBANK UNDER THIS AGREEMENT.

b) TRAVELBANK OFFERS VARIOUS TRAVEL SERVICES PROVIDED BY THIRD PARTY SUPPLIERS. TRAVELBANK RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD-PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVELBANK 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 SUPPLIERS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

18. **Disclaimer of Warranties.** The inclusion or offering of any Travel Services by TravelBank does not constitute any endorsement or recommendation of such products or services. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY TRAVELBANK ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. Certain kinds of information, such as Hotel ratings, should be treated as broad guidelines. TravelBank does not guarantee the accuracy of this information. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVELBANK 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 TRAVELBANK. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

19. **Indemnification and Release**.
    a) You hereby release TravelBank Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Travel Services, Traveler's participation in a Trip, including but not limited to, any interactions of any kind arising in connection with or as a result of the Agreement or your use of TravelBank Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.
    b) Traveler hereby also agrees to indemnify, defend and hold harmless TravelBank 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 TravelBank regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's reservation of Travel Services.

RIDER C: SUPPLEMENTAL TERMS FOR EXPENSE MANAGEMENT

Last Updated: June 16, 2020

These Supplemental Terms (the "Expense Management Terms") governing the expense management and reimbursement software and services from TravelBank are incorporated into the TravelBank Terms of Use (the "TOU Agreement"). All terms not defined below have the meaning provided to them in the TOU Agreement.

1. **Program Overview.** The TravelBank Expense Management allows enrolled Companies and its employees to use the Application to track and submit business expenses for review and approval. Companies may also elect to use TravelBank's "Reimbursement" feature.

2. **Requirements for Enablement of Reimbursements.** For TravelBank to enable the Reimbursement feature, Company understands and agrees to the following:

    a) TravelBank shall process all reimbursements via the Automated Clearing House ("ACH") network; and
    b) Prior to enabling Reimbursements, an authorized Company Administrator shall establish access for TravelBank to the Company's "Financial Institution" via the Application; and
    c) Company shall at all times ensure maintain access to a verifiable, reputable Financial Institution; and
    d) The Financial Institution must have the appropriate processes to enable delivery of monies to TravelBank; and
    e) Company shall be responsible for ensuring its employees who desire to receive their reimbursements via TravelBank have established a proper connection to a bank account that is capable of receiving monies via ACH deposit; and
    f) From time to time, the ACH process between financial institutions may be delayed or disrupted due to no fault of TravelBank's; and
    g) Company authorizes and grants TravelBank access to Company's Financial Institution for the limited purpose of making withdrawals and transfers as appropriate or necessary in fulfill the Reimbursement services. This access may be revoked by Company at any time with 30 days' advance written notice. However, TravelBank shall have the right to maintain access to the Financial Institution to complete any new or existing transfers for Reimbursements that are currently in process before the termination of the 30 day period.

3. **Company User Obligations.** Use of Reimbursements obliges the Company User to warrant the following:
    a) Sufficiency of Funds. Company will ensure that it has immediately available funds in its Financial Institution to cover its Reimbursement obligations at all times during the term of this Agreement and until all due monies to its employees are fully reimbursed.
    b) Reserve Fund. TravelBank reserves the right to require that sufficient, immediately available funds be in Company's Financial Institution prior to processing any reimbursements. If balances in the Financial Institution are insufficient to cover the aggregate amount of reimbursement requests, TravelBank shall have no obligation to complete the reimbursements. Further, Company agrees that any resulting fees due to the insufficiency of funds imposed by the Financial Institution shall be the sole responsibility of Company.
    c) Adherence to Regulations. Company User agrees that it will not generate transactions that violate applicable law, including the laws or regulations of the United States, or of any other country which has jurisdiction over Company. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control ("OFAC").

Company User can obtain information regarding such OFAC enforced sanctions from the OFAC's home page site at www.ustreas.gov/ofac.

d) Adherence to Company Policies. It is the sole responsibility of Company User to ensure that submitted requests for reimbursements from its employees are reviewed and approved in accordance with Company's internal procedures and guidelines. Company User expressly releases TravelBank from all responsibilities and liabilities to review Company-approved reimbursement requests from improper, inappropriate or illegal use of Company funds, or from any Should TravelBank identify questionable reimbursement requests, it shall remit all known information to the Company Administrator, who shall be responsible for conducting internal investigations and audit. At the Company Administrator's request, TravelBank will make every effort to support Company's internal reviews and audits to the extent allowed by all privacy and security law.

4. **TravelBank's Obligations.**
   a) Upon receiving complete and accurate Instructions from Company, TravelBank will process, transmit, and settle all requested transactions in a timely and professional manner, in compliance with the terms of this Agreement.
   b) TravelBank will make all commercially reasonable efforts to ensure its data privacy and security laws are in accordance with industry standards.
   c) In the event there is an issue with any transaction processing, TravelBank will notify Company and/or impacted employees in a timely fashion so the issues can be rectified.

5. **TravelBank's Reserved Rights.**
   a) Adherence to Law. TravelBank shall be permitted to retain any reimbursement payments for up to two (2) business days prior to transmitting such payments to the appropriate party or account. This will only be done in the event that TravelBank has reasonable suspicion to believe such payments may be fraudulent or otherwise raise legal or regulatory concerns, or compliance concerns. In the event a recognized federal or other authority requests TravelBank to withhold funds due to further investigation, TravelBank is obliged to comply; however, Company Administrator will be informed.
   b) Incomplete or Delayed Reimbursement. Company acknowledges that if TravelBank does not successfully receive the necessary funds from Company's Financial Institution through no fault of TravelBank, it shall not be required to complete the reimbursement to the employee until the full amount of the requested reimbursement funds are received by TravelBank. This shall not be deemed a material failure or breach on TravelBank's part.
   c) Reimbursement Timeframes. Company understands that "next-day" reimbursements refers to "next business day" and TravelBank is not responsible for any delays due to the processing from the financial institutions. In the case that a Company's Financial Institution does not have adequate funds for next-day reimbursement, TravelBank reserves the right to pursue options including, but not limited to: a) requesting a Reserve Fund to be in place; b) disabling "next-day reimbursement" for the Company User; c) imposing a limit on the amount of funds that are eligible for "next-day reimbursement."
   d) Fees. Company understands TravelBank reserves the right to debit directly from the Financial Institution any due fees for TravelBank's services. Further, TravelBank may change its fees from time to time upon written notice to Company. However, if Company has a direct commercial agreement with TravelBank, those terms shall control until the agreement is terminated or expired.