

Membership Terms and Conditions

Thank you for your interest in the Truvvilifestyle Membership program provided by All Communications Network of Canada Co. with offices located at 1250 René Lévesque Boulevard West, Suite 2200, Montreal, Quebec, H3B 4W8 Canada (referred to herein as, “we” “us” or “our”). These membership terms and conditions (the “Membership Terms and Conditions”) together with the Privacy Policy and the Website Terms of Use (collectively, the “Terms and Conditions” or “Agreement”) set out the terms on which we provide Services to each Member who subscribes to the Membership via the Website. **By subscribing you acknowledge and agree to be bound by the Terms and Conditions.**

SERVICES: The Membership is described in this Agreement and on our Website. The specific Benefits of the Membership available to you, the cost, and the Membership Term will depend upon the plan options you select when you sign up for the Membership and will be confirmed in the e-mail you receive from us when you complete the enrollment (the “Welcome E-mail”). **YOU MAY CANCEL THE MEMBERSHIP AT ANY TIME AS DETAILED IN SECTION 10 OF THESE MEMBERSHIP TERMS AND CONDITIONS.**

AGREEMENT: This Agreement is a binding contract between you and us that governs your relationship with us and any enrollment in, access to, or use of the Membership. The place of contract for purposes of this Agreement is the address you entered during the enrollment process. The date of contract for purposes of this Agreement is the date you successfully completed your enrollment. **Please note that we may from time- to-time revise or amend the Agreement pursuant to the provisions of Section 12 of the Terms and Conditions due to the applicability of upcoming laws and regulations or for other legitimate reasons.** The Membership is made available to you only on the condition that you agree to be bound by the Agreement. If you do not agree, then do not enroll, access, or use the Membership. If the laws of your country of residence or domicile (your “Country”) restrict the ability to enter into agreements such as this Agreement according to age or for any other reason, and you are under such age limit or subject to such other restriction, you may not enter into this Agreement. **By enrolling, accessing, or using the Membership, you are representing that you have the legal capacity and authority to enter into this Agreement, and that you have reviewed, understand, and accept this Agreement without limitation or qualification. We reserve the right to cancel your Membership with immediate effect upon learning that You did not have the legal capacity or authority to enter into the Agreement.**

1. Definitions

For purposes of this Agreement, unless otherwise defined herein, capitalized terms used herein have the following meaning.

- a. “Access Credentials” has the meaning given in Section 2.
- b. “Account” means your Membership account on truvvilifestyle.com for the purpose of managing the usage of the Membership.
- c. “Agreement” means the agreement between you and us comprised of the Privacy Policy, these Membership Terms and Conditions, the Website Terms of Use, each as currently in effect.
- d. “Benefits” means access to the various special services made available to Members, which shall be as published on truvvilifestyle.com.
- e. “Booking Platform” means the website that will be made available to you via CTS after Enrollment, where you can make use of the Benefits.
- f. “Booking Platform T&Cs” refers to the terms and conditions from CTS that apply to the access and use of the Booking Platform.

- g. "Change" has the meaning given in Section 12.
- h. "Country" means your country of residence or domicile.
- i. "Cooling Off Period" has the meaning given to it in Section 10.
- j. "CTS" means Custom Travel Solutions LLC, the third party whom we have entered into a contract with for access to and use of the Booking Platform and the Benefits by Members.
- k. "Expiration Date" has the meaning given in Section 4.
- l. "Enrollment" has the meaning given in Section 2.
- m. "Fee" has the meaning given in Section 5.
- n. "Hotel Credit" means credits awarded based on your Membership Tier that can be used to reduce the price on eligible hotel bookings.
- o. "Member" or "you" means a person who has purchased the Membership and have been successfully accepted by us and who continues to pay the applicable Fee.
- p. "Membership" means participation in a Benefit, and Travel and Activities Services program subscribed through an enrollment process and includes access to the Website and Booking Platform.
- q. "Membership Term" has the meaning given in Section 4.
- r. "Membership Tier" means either Gold or Platinum.
- s. "Payment Method" has the meaning given in Section 2.
- t. "Payment Period" has the meaning given in Section 4.
- u. "Personal Data" means information relating to an identified or identifiable natural person.
- v. "Provider(s)" means third party provider(s) with whom CTS have entered into a contract with, in order to provide the Benefits and/or Travel and Activities to Members via the Booking Platform.
- w. "Provider T&Cs" refers to the Terms and Conditions from Provider that apply to provision of certain Benefits and/or Travel and Activities via the Booking Platform.
- x. "Travel and Activities Services" has the meaning given in Section 8.
- y. "us", "we" or "our" means ACN Opportunity, LLC, a company organized and existing under the laws of the State of North Carolina and having its registered office at 1250 René Lévesque Boulevard West, Suite 2200, Montreal, Quebec, H3B 4W8 Canada.
- z. "Website" means www.truvvi.com.

2. Enrollment

An individual who signs up for the Membership ("Enrolls" or "Enrollment" and variations thereof) by submitting the information required by us to create an account ("Account"), agreeing to the Terms and Conditions, and ordering Membership for which required payment is made is sometimes referred to in this Agreement as a "Member" or as having a "Membership". For the purposes of this Agreement, "you" or "your" refers to such a Member. You may not Enroll anyone other than yourself for the Membership unless you have the authority to accept these Terms and Conditions on behalf of the other individual you are Enrolling and have all necessary permissions and consents. You will be personally liable for all fees incurred and damages that may result from Enrolling another individual for the Membership without proper authorization, and you agree to indemnify us for any damages we may incur as a result.

In order to become a Member, you must be a resident or domiciled in and have a valid address in Canada, and be of legal age and have the legal capacity to enter into contracts in Canada. By Enrolling, you represent that you meet each of these qualifications. We reserve the right to determine or change the

eligibility criteria for Enrollment or any Member's access to or use of the Membership. We may decline to accept your Enrollment in the exercise of our sole discretion. Such change in eligibility criteria will not affect the rights of any already running Membership.

In connection with setting up an Account and using the Membership, you will establish or be provided a username and password (collectively, "Access Credentials"). Communication regarding Membership should only be made by the named Member, as only the named Member can have access to the Booking Platform, where the Member can make use of the Membership Benefits. You understand and acknowledge that any person able to use your Access Credentials will have full access to your Account, and you agree that by sharing your Access Credentials any such person is authorized by you to represent you for purposes relating to the Membership, including receiving information about and making changes to your Account, and adding, modifying, or cancelling the Membership. If you do not wish for another person to represent you or access your Account information, keep your Access Credentials confidential. You are responsible for all actions taken by third parties using your Access Credentials.

Enrollment requires you to set up your Account with your contact information such as name, address, and phone number. To complete Enrollment, individual Members must also provide a valid payment method accepted by us (the "Payment Method"), and you understand and agree that by providing such Payment Method you are authorizing us to use such Payment Method on a recurring basis to collect all amounts due under the Agreement. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. We may determine and modify what Payment Methods we accept from time to time in our sole discretion.

3. Personal Data

Some of the information that you must provide during Enrollment is personal data that is subject to applicable data protection laws ("Personal Data"). This Personal Data may be shared with our parent, subsidiaries, and other affiliated entities (collectively, "Affiliates") and is collected, used and disclosed in accordance with the Privacy Policy.

At all times during your Membership, you agree to keep all Personal Data provided to us up to date, accurate, and complete, including without limitation your email address. You may update your Personal Data by contacting our customer service department, or for certain Personal Data by accessing your Account via the member portal located on the Website.

Communications will be sent to the email address that you provide during the Enrollment process, and it is your responsibility to keep the primary email address listed on your Account with us up to date so that we can communicate with you electronically. You understand and agree that an electronic communication is deemed successful once emails are sent to the primary email address listed on your Account, and our notice to you will be deemed to have been given on the business day we send the notice by email.

In the event that we are unable to deliver email messages to you after multiple attempts due to reasons beyond our control (i.e., your email address is no longer valid, your email box becomes full, or your email provider sends our communications to a SPAM or junk e-mail folder), or we discover that any other portion of your Personal Data is or becomes inaccurate, then the rendering of the Services may be hindered and we may suspend all or any portion of the Membership pending resolution of the issue.

4. Membership Term

By Enrolling, you are agreeing to participate in a recurring Membership that begins when your first payment is processed and will continue for the Membership period you selected during Enrollment (annually or monthly) and then will automatically renew for the same period of time (twelve months or one month) until your Membership is cancelled or terminated as provided for in this Agreement.

For Members on a yearly plan, we will send you notice prior to the Expiration Date and if you do not terminate or change your plan then your Membership will automatically renew for another twelve month Payment Period where permitted by Applicable Law.

For Members resident in the provinces of Quebec or Nova Scotia on a yearly plan, we will send you notice sixty (60) days prior to the expiration of your Membership and you can opt to renew your Membership for another twelve month term. If you do not opt to renew for a further year, your Membership will continue on a monthly basis unless and until cancelled or terminated as provided for in these Terms which you may do in any given month after the renewal. Monthly memberships are billed monthly and continue indefinitely until cancelled in accordance with Section 10. We will not be liable for any non-receipt of communication from us, including non-receipt of the renewal reminder.

Each such Membership period is referred to herein as a “Payment Period” and your total Membership period, including all such renewals, is referred to herein as the “Membership Term.” If you do not wish to renew your Membership, you must cancel your Membership prior to the date that your current Payment Period expires (the “Expiration Date”) in accordance with Section 10 below, in which case your Membership will expire upon such Expiration Date.

5. Fees and Payment

The fee due and payable for each Payment Period of your Membership is established at the time of your Enrollment. You are responsible for payment of any taxes applicable to your Membership, and the term “Fee”, as used in these Terms and Conditions, refers to the fee due and payable for your Membership plus any such taxes. Payment in full for the initial Payment Period is due upon Enrollment and thereafter on the Expiration Date of each Payment Period you will be charged for all Fees due and payable for the next Payment Period until you cancel your Membership. All Fees are stated and payable in the local currency based on the address you enter when you enroll. Applicable taxes will be determined at the time you are billed and may depend on your location. If your Payment Method fails, we will attempt to charge your Payment Method one more time three (3) days later. If we are unable to bill you for the Fee via the Payment Method provided by you for any reason, we will send you notice and if the Fee remains unpaid, then we may immediately suspend or terminate your Membership.

If, after you received access to the Booking Platform, your Payment Method failed you will be provided a three (3) days grace period to update your payment details before access is withheld. When access is withheld, your Access Credentials will be removed, and the Booking Platform, hotel credits and, Benefits and will not be accessible. You will be able to reactivate your Membership within twenty-eight (28) days after the access was blocked, which will enable you to continue your Membership and regain access to the Booking Platform, Hotel Credits and Benefits.

6. Access to the Booking Platform; Use of the Services

After Enrollment is complete, you will receive access to the Booking Platform where you will be able to make use of the Benefits applicable to your chosen Membership Tier. You are required to have an active Membership to maintain access to the Booking Platform. As the Booking Platform is provided by CTS, you, upon first accessing the Booking Platform, are asked to agree to the Booking Platform T&Cs regulating the use of the Booking Platform. In case you do not agree to the Booking Platform T&Cs, you will not be able to enjoy the Benefits applicable to your chosen Membership Tier and must cancel your membership according to clause 10.

You may use your Membership only for your own personal, non-commercial purposes and in accordance with this Agreement. You may not use your Membership for any illegal purpose, and you agree to use your

Membership in compliance with the laws, rules and regulations applicable in your Country (“Applicable Law”) and any other location where you are using your Membership.

7. Benefits

The Benefits available to you are dependent on your Membership Tier. The Benefits offered via the Booking Platform may change from time to time. An updated list of the offered Benefits can be found on the Website. Benefits available may be varied and/or replaced at any time in the sole discretion of CTS or Provider(s).

You are responsible to choose and use the Benefits. Your non-use of any of the Benefits will not be eligible for a full or partial refund of the Fee. Benefits are only applicable to the named Member and are non-transferable.

We do not own or provide any of the Benefits, these are all provided by or via the Provider. If You have any queries or concerns regarding your Benefits, please contact the Provider directly. If you have any queries regarding your Membership, please contact us at the details given in Section 17.

8. Travel, activities and related insurance

With your Membership, we provide you access to the Booking Platform through which you can enter into a contract with the Provider for the provision of Travel and Activities Services. Travel and Activities Services includes activities, travel, and package holidays, organized, or combined by a third-party and related insurance. For such bookings you enter into a contract directly with the Provider and not with us. As such the Travel and Activities Services purchased via the Booking Platform will be subjected to the travel booking terms and conditions provided by Provider (“Provider T&Cs”). These Provider T&Cs will be made available to you before payment for the Travel and Activities Service.

By using the Booking Platform to purchase Travel and Activities Services from a Provider, you agree that you are contracting directly with the Provider in relation to the Travel and Activities Services purchased. We will not be in any way responsible for the delivery of the Travel and Activities Service, and we do not accept any responsibility or liability for any loss you suffer as a result of the Travel and Activities Service.

We do not own or provide any of the Travel and Activities Services, these are all provided by or via the Provider. If you have any queries or concerns regarding your Travel and Activity Service, please contact the Provider directly via the Booking Platform. If you have any queries regarding your Membership, please contact us at the details given in Section 17.

9. Membership Hotel Credit

Hotel Credits are awarded to Members subscribing to a certain Membership Tier and they will be issued on the first day of each new membership month. To view the Hotel Credit applicable to your Membership, please consult the Booking Platform. Each Hotel Credit is worth \$1 off hotel costs. Hotel Credits are valid for 24 months from issue, but no later than on termination of the Membership.

We reserve the right to alter the Membership Hotel Credit awarded, and in case of a reduced value of the credit, Members are given a 30 days’ notice.

Hotel Credits can be used towards the deposit, or partial payment of the Provider of hotel services for bookings made and paid online through the Booking Platform for the eligible offers. Hotel Credits cannot be used for non-hotel services or for payments towards future payable Fee.

10. Your right to cancel: Refund

You have the right to cancel your Membership at any time by contacting customer service in the manner shown in Section 17.

APPLICABLE TO NOVA SCOTIA RESIDENTS ONLY:

Statement of Cancellation Rights

You may cancel this contract at any time. You do not need a reason to cancel.

To cancel, you must give notice of cancellation to the address below. You must give notice of cancellation by a method that permits you to produce evidence that you cancelled the contract, including registered mail or personal delivery. On notice of cancellation of the contract, the seller has 15 days to refund any money that you are owed.

Address for Notice:

All Communications Network of Canada Co,
Queen's Marque, 600-1741 Lower Water Street
Halifax, Nova Scotia B3J 0J2

Customer support at truvvisupport@acninc.com.

APPLICABLE TO ONTARIO RESIDENTS ONLY:

Your Rights under the Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Government and Consumer Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: the supplier, a person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.
- You return the goods.
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

APPLICABLE TO BRITISH COLUMBIA RESIDENTS ONLY:

Consumer's Right to Cancel

This is a contract to which the Business Practices and Consumer Protection Act applies.

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery.

If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.

APPLICABLE TO RESIDENTS OF ALBERTA, SASKATCHEWAN, MANITOBA, NEW BRUNSWICK, PRINCE EDWARD ISLAND, NEWFOUNDLAND AND LABRADOR, NORTHWEST TERRITORIES, NUNAVUT AND YUKON:

Buyer's Right to Cancel

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs/protection office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal deliver

ADDRESS FOR NOTICE IN MANITOBA:

All Communications Network of Canada Co.,
30th Floor - 360 Main St., Winnipeg, Manitoba R3C 4G1

APPLICABLE TO QUEBEC RESIDENTS ONLY:

Statement of Consumer Cancellation Rights

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30-day period. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is entered into or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form printed below, or send the merchant another written notice of cancellation. The form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You may give notice of cancellation in person. You may also use any other method. It is recommended to use a method that will allow you to prove that you gave notice, including registered mail, email, fax and courier.

CANCELLATION FORM TO BE COMPLETED BY THE MERCHANT

To: All Communications Network of Canada Co.
1250 Rene Levesque Boulevard West, Suite, 2200
Montreal, Quebec H3B 4WB Canada.

Telephone number of itinerant merchant or representative: 1-(866) 431-1166

Fax number of itinerant merchant or representative: _____

Where applicable, technological address of itinerant merchant or representative:
truvvisupport@acninc.com

TO BE COMPLETED BY THE CONSUMER

Date: _____ (date on which form is sent)

Under section 59 of the Consumer Protection Act, I hereby cancel the contract No.
_____ (contract number, if any) entered into on _____ (date
on which contract was entered into) at: _____

_____ (address where consumer entered into contract)

_____ (name of consumer)

Telephone number of Consumer: _____

Fax number of Consumer: _____

Electronic address of Consumer: _____

Address of Consumer: _____

Signature of Consumer: _____

11. Our right to Terminate

We may terminate your Membership for any reason upon 30 days prior notice to you, which termination will be effective at the end of the applicable Payment Period. Upon the effective date of any such termination, we will stop billing you for the Fees and your access to the Membership, Benefits, and Booking Platform will be terminated.

If you breach this Agreement, or we reasonably determine that your Membership has been obtained or used fraudulently, is being used for purposes in conflict with Applicable Law or this Agreement or is otherwise being abused or used in a manner not contemplated by or intended by this Agreement or that may be harmful to us or other users, we may suspend or terminate your Membership immediately (or any Benefits included therein). Prior to exercising our termination right, we shall investigate and where appropriate we will notify you of the breach or reasons for such termination or suspension and allow you a reasonable period to cure the breach or alter such circumstances. We reserve the rights to pursue any other remedies we may have against you at law or in equity.

You may not be listed under more than one Account. Attempts by a single member to obtain multiple Memberships or to be named under more than one Account may result in the termination of all relevant Memberships and/or refusal to offer or sell Benefits to you or any other member of your household.

12. Change in Terms or Service

Except as prohibited by Applicable Law, we fully reserve the right to modify, add, eliminate, or otherwise change (collectively, "Change") any portion of this Agreement or the Membership (including any benefits, the membership structure or eligibility requirements, and the Fees thereof), or any term or condition applicable to all or any portion of your Membership.

If we make a Change, we will post on our Website the changes to these Terms and Conditions at least thirty (30) days before the Change comes into effect and will indicate the date these Terms and Conditions were last revised. In addition, we will provide you notice of any material Change using the contact information in your Account and the date on which the Change will come into effect. You may refuse to accept the Change and rescind, or cancel your Membership without cost, penalty, or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the Change comes into force, using the information in the notice of the Change.

By continuing to remain a Member after the effective date of any Change, you acknowledge the Change and agree to be bound and abide by same, and your exclusive remedy in the event you do not agree to any such Change is to cancel your Membership as provided for in these Terms and Conditions. In the event you cancel based on a Change, then we will issue to you a prorated refund of the Fees paid by you applicable to the remainder of the then-current Payment Period.

13. Indemnification

Unless otherwise prohibited by Applicable Law, you agree to defend, indemnify, and hold us harmless, from and against any third party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the violation of Applicable Law, breach of this Agreement, use, misuse, or inability to use the Membership, Booking Platform or Website (including, any use, misuse, or inability to use the content, services, or information contained in or received through the Membership or Website) by you.

14. No representation or warranties; limitations of liability

To the fullest extent permitted by Applicable Law, the Membership, Booking Platform, the Website, and all information contained in the Membership, Booking Platform and on the Website are offered and provided on an "as is" and "as available" basis with all faults. We make no representations, warranties, or guarantees of any kind and excludes any strict liability for defects already existing at the time of conclusion of the contract. No oral or written information or advice given by us, our Affiliates, CTS or Providers or our respective representatives, agents or employees will create a warranty or in any way increase the scope of any warranty.

YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OUR SERVICE (INCLUDING THE PROVISION OF OR FAILURE TO PROVIDE SAME), OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE HAVE BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM ARISES

We exclude any liability for damages of any nature except those that may arise due to causes exclusively imputable to us, and we shall not be liable for any damages that may arise due to the access and use of the Membership and the Website by you or by other users in a manner that is not in compliance with this Agreement.

To the fullest extent permitted by Applicable Law, and except for cases of personal injury, death, or the gross negligence or willful misconduct by us, in no event will the collective aggregate liability of our company, our Affiliates, CTS or Providers in connection with the Services, Travel and Activities Services, this Agreement, or the subject matter of this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), and otherwise, exceed the amount equal to six (6) months of the fees actually paid by you to us for the Membership.

The exclusions and limitations of warranties, liability and damages set forth herein are subject to Applicable Law and do not affect any liability or warranty that cannot be excluded or limited under Applicable Law.

If you are dissatisfied with the Membership or the Website, other than because we breach our obligations towards you, your sole and exclusive remedy unless otherwise provided by Applicable Law is to discontinue accessing and using the Membership and the Website and cancel your Membership. If you have any other dispute or question arising under this Agreement, please contact us using the chat icon on the Website so that we may attempt to resolve your issue.

15. Intellectual Property

The Truvvilifestyle name and logo, ACN name and logo, the Membership, the Website and all content and elements of or related to the foregoing, are the trademarks, copyrights, and other intellectual property of ACN or our Affiliates. Other product and company names mentioned in this Agreement, the Services, Booking Platform or on the Website are the intellectual property of their respective owners. No use of any of this intellectual property may be made by any third party without our prior express written consent or the relevant owner, which consent may be withheld, conditioned, or delayed in such party's sole discretion. The Website content may not be copied in whole or in part, and no logo, graphic or image on the Website may be copied or retransmitted in whole or in part, in each instance without our prior express written consent, which consent may be withheld, conditioned, or delayed in our sole discretion.

You agree that you shall not reverse engineer, decompile, or otherwise attempt to obtain the source code of or otherwise duplicate or modify the Website or the Booking Platform you receive access from us, unless and to the extent allowed under Applicable Law. This Agreement does not convey to you any ownership or other rights in the Membership or Website, or in any intellectual property rights or other proprietary rights embodied therein by implication, estoppel or otherwise except for the limited rights to use the Membership and Website expressly granted under this Agreement. Title to the Membership and

the Website and the intellectual property rights and proprietary rights embodied therein (including all components, derivatives, and modifications thereof) shall at all times remain vested in us or our licensors.

16. Governing Law and Jurisdiction

For users who are not individuals resident in the province of Quebec, this Agreement, including its formation, construction, interpretation, and enforceability, is governed by and shall be construed in accordance with the law of the province of Ontario and the federal laws of Canada applicable therein, without regard to its choice of law rules. Further, any court proceedings between you and us shall be governed by the laws of the province of Ontario, without regard to its choice of law rules, and such proceedings shall take place in Ontario.

For users who are individuals resident in the province of Quebec, these Terms, including their formation, construction, interpretation, and enforceability, are governed by and shall be construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein, without regard to its choice of law rules. Further, any court proceedings between you and us shall be governed by the laws of the province of Quebec, without regard to its choice of law rules, and such proceedings shall take place in Quebec.

WE AND YOU EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL, NON-REPRESENTATIVE, BASIS. This includes any claims against other parties relating to services or benefits provided or billed to you (such as Providers) whenever you also assert claims against us in the same proceeding. This also includes any claims brought after your agreement with us terminates. An arbitrator, not a court, will determine issues of arbitrability or waiver of arbitrability, and you and we waive any right to have a court determine issues of arbitrability. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description and supporting documentation of your claim to the notice address set forth herein. We and you each agree to negotiate your claim in good faith. If we and you are unable to resolve the claim within sixty (60) days after we receive your claim description and supporting documentation, you may pursue your claim in arbitration.

As an alternative to arbitration, either you or we may choose to resolve billing disputes in small claims court in the county of your most recent billing address. We and you each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

Either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our registered agent to begin arbitration. The ADR Chambers will arbitrate all disputes in accordance with the ADR Chambers Arbitration Rules then in effect, which are available at <https://adrchambers.com/arbitration/rules>. Upon filing of the arbitration demand, you and we will share equally all filing, administration and arbitrator fees unless otherwise provided for in the ADR Chambers Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees.

CLASS ACTION WAIVER. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. NEITHER YOU, NOR ANY OTHER CUSTOMER, CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING AGAINST US.

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL.

17. Our contact information

For cancellation, assistance with your Membership, or your Account, or if you have any concern you would like to bring to our attention, please chat, or write customer support at truvvisupport@acninc.com.

For Legal notices, please write to us at 1000 Progress Place, Concord, NC 28025, to the attention of Legal Department.

18. Miscellaneous

A. Entire Agreement

This Agreement, including these Membership Terms and Conditions, contains the entire agreement between you and us with respect to the subject matter hereof and supersedes any and all prior written, electronic or oral agreements and understandings between the parties regarding the Membership, your Enrollment, and benefits and any access to and use of the Website.

B. Relationship of the Parties

This Agreement is made by and between you and us. We reserve the right to utilize CTS to organize the Benefits and the Travel and Activities Services provided to you, however we remain solely responsible to you for the performance of our obligations hereunder. Neither CTS, Providers nor Affiliates are deemed a party to this Agreement, although CTS, Providers or Affiliates may provide certain Travel and Activities Services and Benefits in connection with the Services. Accordingly, to the fullest extent possible under Applicable Law, you agree that (i) none of our Affiliates, Providers or CTS will have any direct liability to you or any other individual that you enroll; (ii) neither you nor any other individual that you enroll will bring any legal claim, dispute, or proceedings of any nature in relation to the fulfillment of this Agreement or the Benefits against CTS, Providers or any of the Affiliates. You may not assign this Agreement without our express, prior, written consent. We may assign this Agreement without your consent to an Affiliate or a successor-in-interest to all or part of our business.

C. Waiver and Severability

No waiver by us of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

D. Accessing the Websites and Security

You agree that you will treat your Access Credentials and any other piece of information received

as part of our security procedures for access to the Websites as confidential. You also acknowledge that your Account and any other account you set up through the Booking Platform or other Websites are personal to you and agree not to provide any other person with access to such Accounts, the Websites, or portions of either using your Access Credentials or other security information. You agree to notify us immediately of any unauthorized access to or use of your Access Credentials or any other breach of security. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your Accounts after you have contacted us. You also agree to ensure that you exit from your Accounts at the end of each session. You should use particular caution when accessing your Accounts from a public or shared computer so that others are not able to view or record your password or other Personal Data. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of Applicable Law or this Agreement.

E. Interpretation and Electronic Documents

In the event that these Terms and Conditions, Website Terms of Use, and the Privacy Policies are determined to be in conflict, regardless of which are in conflict, the order of precedence shall be as follows: (1) these Terms and Conditions; (2) the Website Terms of Use; and (3) the Privacy Policy.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (i) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (ii) legally enforceable as a signed agreement.

F. Language

You and we agree that these Membership Terms and Conditions and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais. While a French translation of these Membership Terms and Conditions may be provided for convenience, in the event of a dispute as to the terms of these Membership Terms and Conditions, the English version shall prevail.

**Copyright © 2024 All Communications Network of Canada Co.
All Rights Reserved**