

Terms of Service

VERTIKAL CREATIVE VENTURES – TERMS OF USE

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, Travel Organizers (“Trip Organizers”) SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE DESTINATION COUNTRIES. CERTAIN COUNTRIES HAVE RESTRICTIONS ON TRAVEL GUIDES, TRAVEL COMPANIES AND OTHER TRAVEL ORGANIZERS OR REQUIRE TRAVEL GUIDES, TRAVEL COMPANIES AND OTHER TRAVEL ORGANIZERS TO HAVE PERMITS. TRIP ORGANIZERS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A TRIP ON CREATIVE VENTURES AND USING CREATIVE VENTURES TO COLLECT PAYMENTS.

Vertikal Creative Ventures. (“Creative Ventures”, “we”, “us” and/or “our”) maintains the website (“Site”) located at , including any other branded web sites owned and controlled by us as a service to our users and visitors. Our Site and the services we offer, both through the Site and otherwise are referred to, collectively as our “Services.” By using the Services, you agree to comply with and be legally bound by the following terms of use (“Terms”), whether or not you become a registered user of the Services (“Member,” which may include either a “Trip Organizer”, a “Traveler” and other visitors and browsers of the Services). Please review the following terms carefully. If you do not agree to these terms, you have no right to obtain information from the Site or otherwise continue using the Services. Failure to use the Services in accordance with the following terms of use may subject you to civil and criminal penalties.

In addition, when using certain features of the Services, you also will be subject to the guidelines, terms, and agreements applicable to such features (“Policies”). All such Policies are incorporated by reference into these Terms. If these Terms are inconsistent with any Policy, the Terms will control.

We reserve the right to modify the Services and these Terms and/or Policies at any time. If we modify these Terms, we will post the modification on the Site or via the Application and/or provide you notice of the modification by email. Changes to the Terms will be effective at the time of posting.

You are responsible for regularly reviewing these Terms. By using the Services, you agree that the posting of new or revised Terms or Policies on the Site will constitute adequate and constructive notice to you of any and all revisions and changes. Continued use of the Services after any such changes or after explicitly accepting the new terms upon logging into the Site shall constitute your consent to such changes and you agree to be bound by them as of the date of the modification.

Services

Creative Ventures.com is designed to help travel interested customers (“Travelers”) to connect to travel related services provided by other members (which may include “Trip Organizers”). Services may include various travel services offered by Trip Organizers. Through the services, Trip Organizers may collect payments and manage bookings for travel services. Trip Organizers may create and post personal profiles (“Profiles”) that provide information about the Trip Organizers knowledge and experience, and may make themselves available to offer certain services to Travelers, such as the participation in a travel service (“Trip”) offered by the Trip Organizers. Travelers may select Trip Organizers to provide the Traveler with a travel service.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

User Responsibilities

Our Site is an online platform and marketplace with related technology through which members can offer travel services, collect payments for travel services and find and learn about travel services offered by other members. Travelers and Trip Organizers can learn about each other through the Services and arrange for bookings of Trips directly with each other. Creative Ventures is not the organizer, operator nor provider of any travel related activities, including, but not limited to, tours, trips and activities. Unless explicitly specified otherwise in the Creative Ventures platform, Creative Ventures’ responsibilities are limited to: (i) facilitating the availability of the Site and Services and (ii) serving as the limited payment collection agent of each Trip Organizer for the purpose of accepting payments from Travelers on behalf of the Trip Organizer.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE TRIP ORGANIZERS AND TRAVELERS CONNECTING AND BOOKING TRIPS DIRECTLY WITH EACH OTHER.

CREATIVE VENTURES CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY TRIP OFFERING AND THE CONDITION, CIRCUMSTANCES, LEGALITY OR SUITABILITY OF ANY TRIP. CREATIVE VENTURES IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND TRIPS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE TRAVELER'S OWN RISK.

Account Registration

In order to access certain features of the Site, and to book a trip or create a Listing, you must register to create an account ("Creative Ventures Account") and become a Member ("Member"). You may register to join the Services directly via the Site or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook, Google Plus, LinkedIn and Twitter; each such account, a "Third-Party Account"), via our Site, as described below. As part of the functionality of the Site and Services, you may link your Creative Ventures Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Creative Ventures through the Site and Services; or (ii) allowing Creative Ventures to access your Third-Party Account, as 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 Creative Ventures and/or grant Creative Ventures 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 Creative Ventures to pay any fees or making Creative Ventures subject to any usage limitations imposed by such third-party service providers. By granting Creative Ventures access to any Third-Party Accounts, you understand that Creative Ventures will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site and Services via your Creative Ventures Account and Creative Ventures Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. 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 will be available on and through your Creative Ventures Account on the Site and Services. Please note that if a Third-Party Account or associated service becomes unavailable or Creative Ventures' 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 the Site and Services. You have the ability to disable the connection between your Creative Ventures Account and your Third-Party Accounts, at any time, by contacting Creative Ventures. 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. Creative Ventures makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Creative Ventures is not responsible for any SNS Content.

You're Creative Ventures Account and your Creative Ventures Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Creative Ventures Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Creative Ventures reserves the right to suspend or terminate your Creative Ventures Account and your access to the Site, Application and Services if you create more than one (1) Creative Ventures Account, if you have not made or collected a payment through Creative Ventures in the last twelve (12) months or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party.

Unless expressly authorized by a specific feature on Creative Ventures, you are not permitted to share your Creative Ventures Account with anyone or allow others to access or use your Creative Ventures Account.

Trip Listings

As a Member, you may create a Trip Listing ("Listing"). To create a Listing, you will be asked a variety of questions about the Trip to be listed, including, but not limited to, the destination, dates, minimum and maximum amount of travelers, duration, pricing and related rules and financial terms. In order to be featured in Listings via the Site, Creative Ventures might verify of personal information from the Trip Organizer, including, but not limited to, physical address, phone number, nationality, credit history and legal status. You understand and agree that once a Traveler requests a booking of your Trip, you may not request the Traveler to pay a higher price than in the Trip listing. You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post (i) will not breach any agreements you have entered into with any third parties, such as travel agencies or other employers and (ii) will (a) be in compliance with all applicable laws (such as travel guide laws and laws governing travel related activities in the departure and destination countries), tax requirements, and rules and regulations that may apply to any Trip and activity included in a Listing you post. Creative Ventures reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Creative Ventures, in its sole discretion, considers to be objectionable for any reason. If you are a Trip Organizer, you understand and agree that Creative Ventures does not act as an insurer or as your contracting agent. If a Traveler requests a booking of your Trip and joins you for the Trip, any agreement you enter into with such Traveler is between you and the Traveler and Creative Ventures is not a party thereto. Notwithstanding the foregoing, Creative Ventures

serves as the limited authorized payment collection agent of the Trip Organizer for the purpose of accepting, on behalf of the Trip Organizer, payments from Travelers of such amounts stipulated by the Trip Organizer.

Travel Issues

A “Travel Issue” means any one of the following: The description of the Trip in the Listing is materially inaccurate with respect to (i) the duration of the Trip, (ii) the content of the Trip (including but not limited to the stated activities or sites, as applicable), or (iii) the physical location of the Trip.

The Traveler Refund Policy

If you are a Traveler and suffer a Travel Issue, we might agree, at our discretion, to either (i) reimburse you up to the amount paid by you through the Site, as determined by Creative Ventures in our discretion, depending on the nature of the Travel Issue suffered or (ii) use our reasonable efforts to find and book you another Trip which in our determination is reasonably comparable to the Trip described in your original reservation in terms of content and quality. For clarity, in the event the alternative Trip is of a higher price than the former, you may be responsible for any difference in price. In the event the alternative Trip is of a lower price, you may be entitled to a partial refund for the difference. All determinations of Creative Ventures with respect to the Traveler Refund Policy, including without limitation the size of any refund, shall be final and binding on the Travelers and Guides.

Minimum Quality Standards, Trip Organizer Responsibilities and Reimbursement to Traveler

If you are a Trip Organizer, you are responsible for ensuring that the Trips you list on the Site meet minimum quality standards regarding adequacy of the description on the Site, safety, health, and do not present a Traveler with Travel Issues. Throughout the Trip, Trip Organizers must be available in order to try, in good faith, to resolve Traveler issues.

If you are a Trip Organizer, and if (i) Creative Ventures determines that a Traveler has suffered a Travel Issue related to an Trip listed by you and (ii) Creative Ventures either reimburses that Traveler any amount up to the amount paid by the Traveler through the Site for the Trip, or provides an alternative Trip to the Traveler, then you agree to reimburse Creative Ventures up to the amount paid by Creative Ventures within 30 days of Creative Ventures’ request. All determinations of Creative Ventures with respect to the Traveler Refund Policy, including without limitation the size of any refund to the Traveler, shall be final and binding on the Travelers and Trip Organizers. You also agree that in order for you to reimburse Creative Ventures up to the amount paid by Creative Ventures, Creative Ventures may off-set or reduce any amounts owed by Creative Ventures to you by this amount. If the Traveler is rescheduled to an alternative Trip, you may lose part or all of the total Trip Cost payment for the booking and you may be responsible for reasonable additional costs incurred to reschedule the Traveler to the alternative Trip.

The rights of the Travelers under the Traveler Refund Policy supersede the cancellation policy that otherwise applies to a particular Trip. If you dispute the Travel Issue you may notify us in writing (info@vertikalmediagroup.com) or via telephone and provide us with information (including evidence) disputing the claims regarding the Travel Issue, provided you must have used reasonable and good faith efforts to try to remedy the Travel Issue with the Traveler prior to disputing the Travel Issue claim (and you must provide evidence of having done so). You agree that all determinations of Creative Ventures with respect to the Travel Issue shall be final and binding on the Travelers and Trip Organizers. In the event of one or more Travel Issues, Creative Ventures, in its discretion, may elect to take additional actions. These actions include, but are not limited to, negatively affecting your listing ranking, automated reviews or notifications indicating Travel Issues, canceling future bookings, suspending or removing the listing of the Travel Organizer or imposing penalties or fees for the administrative burden associated with the Travel Issues.

Travel Protection

Creative Ventures recommends that you purchase a travel protection plan to help protect you and your travel investment against the unexpected. Travel protection plans include coverage for Trip Cancellation, Trip Interruption, Emergency Medical and Emergency Evacuation/Repatriation, Trip Delay, Baggage Delay and more. For a summary of plan details on benefits, coverage's, limitations and exclusions, please refer to the applicable Description of Coverage. Travelinsurance.com.

General Provision: (a) Modification or Termination. Creative Ventures reserves the right to modify or terminate this Traveler Refund Policy, at any time, in its sole discretion, and without prior notice. (b) If Creative Ventures modifies this Traveler Refund Policy, we will post the modification on the Site or provide you with notice of the modification and Creative Ventures will continue to process all claims for Travel Issues made prior to the effective date of the modification. (c) Entire Agreement and Definitions. This Traveler Refund Policy constitutes the entire and exclusive understanding and agreement between Creative Ventures and you regarding the Traveler Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Creative Ventures and you regarding the Traveler Refund Policy. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Creative Ventures Terms of Service. Controlling Law. This Traveler Refund Policy will be interpreted in accordance with the laws of the State of Arizona and the United States of America, without regard to its conflict-of-law provisions.

IN NO EVENT WILL CREATIVE VENTURES'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CREATIVE VENTURES POLICY TERMS, EXCEED THE AMOUNT OF THE TRIP COST COLLECTED BY CREATIVE VENTURES FROM THE TRAVELER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING AN EXPERIENCE OR OTHERWISE USING

THE SITE, SERVICES AS A TRIP ORGANIZER OR TRAVELER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS.

No Endorsement

Creative Ventures does not endorse any Travel Organizer, Traveler or any Trip. Members are required by these Terms to provide accurate information, and although Creative Ventures may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Creative Ventures about any Member, including the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site and Services. Creative Ventures is not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Creative Ventures with respect to such actions or omissions. This limitation shall not apply to any claim by a Trip Organizer against Creative Ventures regarding the remittance of Traveler payments by Creative Ventures on behalf of a Trip Organizer, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Booking and Financial Terms for Trip Organizers

"Trip Cost" means the amounts that are due and payable by a Traveler to the Trip Organizer for the Traveler's participation in a Trip. Trip Cost might include, but is not limited to, a full payment or a partial payment ("Deposit") of the total costs as well as any payments for the organization of information dinners related to the Trip.

The Trip Organizer controls the funds provided by the travelers. However, in case of suspected fraud or similar issues, Creative Ventures may block payouts of the Trip Cost to the Trip Organizer at any time. In case of suspected fraud or similar, the amount and effective date of the payouts is at the sole discretion of Creative Ventures. The Trip Organizer is not entitled to any of the Trip Cost without Creative Ventures' consent. The time it takes for the Trip Organizer to receive payouts may depend upon the method for receiving payouts chosen by the Trip Organizer. Some methods involve the use of third-party payment processors, who may impose their own additional charges for the use of their

services on the Trip Organizer, including the deduction of their own charges from the payout amount.

Creative Ventures may block payouts to Trip Organizers without any limitations if Creative Ventures has doubts about the Trip Organizer's ability to carry out the offered travel services.

Appointment of Creative Ventures as Limited Payment Collection Agent for Trip Organizer

Each Trip Organizer hereby appoints Creative Ventures as the Trip Organizer's limited payment collection agent solely for the purpose of accepting the Trip Cost from Travelers. Each Trip Organizer agrees that payment made by a Traveler through Creative Ventures, shall be considered the same as a payment made directly to the Travel Organizer, and the Travel Organizer will make the Trip available to the Traveler in the agreed-upon manner as if the Trip Organizer has received the Trip Cost. Each Trip Organizer agrees that Creative Ventures may, in accordance with the Creative Ventures cancellation policy or Trip specific cancellation policy reflected in the relevant Listing, (i) permit the Traveler to cancel the booking and (ii) refund (via Creative Ventures) to the Traveler that portion of the Trip Cost specified in the applicable cancellation policy. Each Trip Organizer understands that Creative Ventures accepts payments from Travelers as the Trip Organizer's limited payment collection agent and that Creative Ventures' obligation to pay the Trip Organizer is subject to and conditional upon successful receipt of the associated payments from Travelers. Creative Ventures does not guarantee payments to Trip Organizers for amounts that have not been successfully received by Creative Ventures from Travelers. In accepting appointment as the limited authorized agent of the Trip Organizer, Creative Ventures assumes no liability for any acts or omissions of the Trip Organizer. Please note that Creative Ventures does not by default charge fees for the creation of Listings. However, you as a Travel Organizer acknowledge and agree that Creative Ventures reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. You as a Travel Organizer also acknowledge that Creative Ventures reserves the right to pass on any fees from credit card transactions or other transaction related services to the organizer. Creative Ventures provides notice and lists certain fees in the pricing section of their site.

Payment Processing

Payment processing services for Creative Ventures are among others provided by Stripe, Inc. ("Stripe") and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to use Creative Ventures' service, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Creative Ventures enabling payment processing services through Stripe, you agree to provide Creative Ventures accurate and complete information about you and your business, and you authorize Creative Ventures to share it and transaction information related to your use of the payment processing services provided by Stripe. In all cases, standard credit card or other third party processing fees apply in addition to any service fee. Creative Ventures is not responsible for the performance of any third party credit card

processing or third party payment services. You expressly understand and agree that the Creative Ventures shall not be liable for any payments and monetary transactions that occur through your use of the Service.

Bookings and Financial Terms for Travelers

The Trip Organizers, not Creative Ventures, are solely responsible for honoring any confirmed booking and making available the proposed travel services reserved through the Site and Services. If you, as a Traveler, choose to enter into a transaction with a Trip Organizer for the booking of a Trip, you agree and understand that you will be required to enter into an agreement with the Trip Organizer and you agree to accept any terms, conditions, rules and restrictions associated with such Trip imposed by the Trip Organizer. You acknowledge and agree that you, and not Creative Ventures, will be responsible for performing the obligations of any such agreements, that Creative Ventures is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Creative Ventures disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Creative Ventures is not a party to the agreement between you and the Travel, Creative Ventures acts as the Trip Organizer's payment collection agent for the limited purpose of accepting payments from you on behalf of the Trip Organizer. Upon your payment of the Total Fees to Creative Ventures, your payment obligation to the Trip Organizer for the Trip Cost is extinguished, and Creative Ventures is responsible for remitting the Trip Cost (less the Creative Ventures Fees and any Taxes in respect of the Creative Ventures Fees, such as VAT in Europe), in the manner described in these Terms. The total Trip Cost payable will be displayed to a Traveler at the time of payment. If a booking is canceled and refunded by the Trip Organizer, any amounts collected by Creative Ventures will be refunded to such Traveler, depending on the selections the Traveler makes via the Site and Services and depending on the applicable cancellation policy.

You as a Traveler agree to pay Creative Ventures for the total Trip Cost for any booking requested in connection with your Creative Ventures Account if such requested bookings are confirmed by the applicable Trip Organizer. In order to establish a, you understand and agree that Creative Ventures, on behalf of the Trip Organizer, reserve the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Trip Cost or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. Once Creative Ventures receives confirmation of your booking from the applicable Trip Organizer, Creative Ventures will collect the Total Trip Cost in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Creative Ventures cannot control any fees that may be charged to a Traveler by his or her bank related to Creative Ventures' collection of the Total Fees, and Creative Ventures disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card or bank account information either to Creative Ventures or its third-party payment processor(s). You agree to pay

Creative Ventures for any confirmed bookings made in connection with your Creative Ventures Account in accordance with these Terms by one of the methods described on the Site, e.g. by PayPal, bank account or credit card. You hereby authorize the collection of such amounts by charging the bank account or credit card provided as part of requesting the booking, either directly by Creative Ventures or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site.

If you are directed to Creative Ventures' third-party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once you're confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

Service Fees

In consideration for the use of Creative Ventures' online marketplace and platform, Creative Ventures may charge marketplace service and payment processing fees ("Service Fees"). Where applicable, Taxes (such as VAT in Europe) may also be charged in respect of the Service Fee. Creative Ventures deducts the Trip Service Fees from the Trip Cost before remitting the balance to the Trip Organizer as described in these Terms. Balances will be remitted by Creative Ventures to Trip Organizers via advanced payments to third party service providers, check, wire transfer, PayPal, direct deposit or other payment methods described on the Site, in the Trip Organizer's currency of choice, depending upon the selections the Trip Organizer makes via the Site and Services. Amounts may be rounded up or down as described the "Rounding Off" section below.

Please note that Creative Ventures may impose or deduct foreign currency processing costs on or from any payments or payouts by Creative Ventures in currencies other than U.S. dollars.

Except as otherwise provided herein, Service Fees are non-refundable.

Cancellations and Refunds

If, as a Traveler, you wish to cancel a confirmed booking made via the Site and Services, either prior or during the Trip, the cancellation policy of Creative Ventures or, if specified differently contained in the applicable Listing, the cancellation policy of the Listing will apply to such cancellation. Our ability to refund the Trip Costs and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site or by contacting the Trip Organizer. The Service Fee is non-refundable regardless of the cancellation policy of the Trip Organizer.

If a Trip Organizer cancels a confirmed booking made via the Site and Services, (i) Creative Ventures will refund the Total Fees for such booking to the applicable Traveler within a commercially reasonable time of the cancellation and (ii) the Traveler will receive an email

or other communication from Creative Ventures that may contain alternative travel services and other related information.

If, as a Trip Organizer, you cancel a confirmed booking, Creative Ventures may apply penalties or consequences to you or your past, current and future listings.

In certain circumstances, Creative Ventures may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Site and Services. Creative Ventures may also determine, in its sole discretion, to refund to the Traveler part or all of the amounts charged to the Traveler. Reasons for such refunding to Travelers include, but are not limited to, the Trip Organizer's inaccurate description of the services rendered or failure to render services.

Recurring Payments

In some instances, Travelers may be required to make recurring, incremental payments toward the Trip Costs owed for a confirmed booking before beginning his or her trip (collectively, "Recurring Payments"). More information on Recurring Payments will be made available via the Site and Services, if applicable. If Recurring Payments apply to a confirmed booking, then the Traveler authorizes Creative Ventures, on behalf of the Trip Organizer, to collect the Total Fees and the Traveler agrees that Creative Ventures will initiate payouts to the Trip Organizer, in the increments and at the frequency associated with the applicable Recurring Payments, identified on the Site and Services.

Rounding Off

Creative Ventures may, in its sole discretion, round up or round down amounts that are payable from or to Travelers or Trip Organizers to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, Creative Ventures will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.

Some currencies are denominated in large numbers. In those cases, Creative Ventures may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Creative Ventures to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

Payment Processing Errors

Creative Ventures will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Donations

Some Trip Organizers may pledge to donate a portion of the funds they receive from confirmed bookings made via the Site and Services to a particular cause or charity. Creative Ventures does not take any responsibility or liability for whether the Trip Organizer does in fact make the donation he or she pledged to make. In such cases, the Trip Organizer in question is responsible for his or her own compliance with all laws and regulations applicable to such pledges and/or fund-raising.

Taxes

Tax regulations may require Creative Ventures to collect appropriate tax information from our Trip Organizers, or to withhold taxes from payouts to Trip Organizers, or both. You as a Trip Organizer are solely responsible for keeping the information in your tax forms current, complete and accurate.

You as a Trip Organizer understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Creative Ventures cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Trip Organizer, Creative Ventures may issue a valid VAT invoice to such Trip Organizer.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") in the destination location of the Trip may require Taxes to be collected by Trip Organizers from Travelers on the amount paid for the right to consume and/or provide touristic services and other travel related activities, and to be remitted to the respective Tax Authority. In certain jurisdictions, Creative Ventures may decide in its sole discretion to facilitate collection and remittance of Taxes from Trip Organizers and/or Travelers on behalf of and in-lieu of Trip Organizers, if such tax jurisdiction asserts Creative Ventures or Trip Organizers have a tax collection and remittance obligation. Whether you are a Traveler of Trip Organizer, you agree that any claim or cause of action relating to collection and remittance of Taxes shall not extend to any supplier or vendor that may be used by Creative Ventures in connection with collection and remittance of Taxes, if any. Travelers and Trip Organizers agree that we may seek additional amounts from you in the event that the Taxes collected or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Taxes collected is a refund of Taxes collected by Creative Ventures from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

Foreign Currency

Creative Ventures' online platform facilitates bookings between Travelers and Trip Organizers who may prefer to pay and to receive payments in different currencies, which may require foreign currency conversions to accommodate these differing currency preferences. Although the Creative Ventures platform might allow users to view the price of Listings in a number of currencies, the currencies available for users to make and receive payments may be limited, and may not include the default currency in any given geographic location.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. For example, if it costs US\$125.00 to buy €100.00, the currency conversion rate of US dollars to Euros would be 1.25, and the currency conversion rate from Euros to US dollars would be 0.8. Currency conversion rates will vary from time to time.

Creative Ventures might process a foreign currency conversion in the following situations:

The displayed currency is different from the listing currency when a user views a Listing;

The booking currency is different from the listing currency when a Traveler submits a booking request for a Listing;

The payout currency (for partial or total payouts) is different from the listing currency when Creative Ventures initiates a payout;

When a confirmed booking is modified or cancelled, and there was a foreign currency conversion when the booking was submitted.

Creative Ventures updates the base exchange rate on a regular basis, but not on a real-time basis. In particular, Creative Ventures does not always change the base exchange rate immediately when its costs of foreign exchange change. Accordingly, the base exchange rate may not be identical to the applicable market rate in effect at the specific time a foreign currency conversion is processed.

Please note that your payment company (for example, your credit or bank card issuer) will use a currency conversion rate for and may impose a currency conversion fee on your payment or payout, if your card or bank account is denominated in a currency that is different from the booking Currency or the payout Currency respectively. Similarly, third-party payment processors may also use a currency conversion rate for or impose a currency conversion fee on your payment or payout. All of these currency conversion rates and fees are not controlled by or known to Creative Ventures.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Services and Collective Content. In connection with your use of the Site, Services and Collective Content, you may not and you agree that you will not:

violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;

use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Services or Collective Content;

Use the Site, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;

copy, store or otherwise access any information contained on the Site, Services or Collective Content for purposes not expressly permitted by these Terms;

Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

use our Site, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements "stalk" or harass any other user of our Site, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Creative Ventures Traveler of Trip Organizer;

offer, as a Trip Organizer, any trip that you do not yourself conduct, organize or operate;

register for more than one Creative Ventures Account or register for a Creative Ventures Account on behalf of an individual other than yourself;

unless Creative Ventures explicitly permits otherwise, request or book a Trip if you will not actually be going on that Trip yourself;

contact a Trip Organizer for any purpose other than asking a question related to a Trip
contact a Traveler for any purpose other than asking a question related to a booking or such
Traveler's use of the Site and Services;

recruit or otherwise solicit any Trip Organizer or other Member to join third-party services
or websites that are competitive to Creative Ventures, without Creative Ventures' prior
written approval;

impersonate any person or entity, or falsify or otherwise misrepresent yourself or your
affiliation with any person or entity;

use automated scripts to collect information from or otherwise interact with the Site,
Services or Collective Content;

use the Site, Services or Collective Content to find a Trip Organizer or Traveler and then
complete a booking of a Trip independent of the Site or Services, in order to circumvent the
obligation to pay any Service Fees related to Creative Ventures' provision of the Services or
for any other reasons;

as a Trip Organizer, submit any Listing with false or misleading price information,

submit any Listing with a price that you do not intend to honor;

post, upload, publish, submit or transmit any Content that:

infringes, misappropriates or violates a third party's patent, copyright, trademark, trade
secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

violates, or encourages any conduct that would violate, any applicable law or regulation or
would give rise to civil liability;

is fraudulent, false, misleading or deceptive;

is defamatory, obscene, pornographic, vulgar or offensive;

promotes discrimination, bigotry, racism, hatred, harassment or harm against any
individual or group;

is violent or threatening or promotes violence or actions that are threatening to any other
person; or

promotes illegal or harmful activities or substances;

systematically retrieve data or other content from our Site or Services to create or compile,
directly or indirectly, in single or multiple downloads, a collection, compilation, database,

directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

use, display, mirror or frame the Site, Services or Collective Content, or any individual element within the Site, Services or Collective Content, Creative Ventures' name, any Creative Ventures trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services, without Creative Ventures' express written consent;

access, tamper with, or use non-public areas of the Site or Services, Creative Ventures' computer systems, or the technical delivery systems of Creative Ventures' providers;

attempt to probe, scan, or test the vulnerability of any Creative Ventures system or network or breach any security or authentication measures;

attempt to probe, scan, or test the vulnerability of any Creative Ventures system or network or breach any security or authentication measures;

forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;

attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content; or

advocate, encourage, or assist any third party in doing any of the foregoing.

Creative Ventures has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Creative Ventures may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to

respond to claims asserted against Creative Ventures or to comply with legal process (for example, subpoenas or warrants);

enforce or administer our agreements with user;

engage in fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; or

protect the rights, property or safety of Creative Ventures, its users, or members of the public.

You acknowledge that Creative Ventures has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has

the right to do so for the purpose of operating and improving the Site and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Creative Ventures reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Creative Ventures, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

Ownership

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Creative Ventures and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content

Creative Ventures Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Creative Ventures grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Creative Ventures Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Creative Ventures or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site and Services, you hereby grant to Creative Ventures a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site and Services. Creative Ventures does not claim any ownership rights in any such Member Content and nothing in these Terms will be

deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site and Services or you have all rights, licenses, consents and releases that are necessary to grant to Creative Ventures the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Creative Ventures' use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Creative Ventures is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Creative Ventures of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Proprietary Rights Notice

All trademarks, service marks, logos, trade names and any other proprietary designations of Creative Ventures used herein are trademarks or registered trademarks of Creative Ventures. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). You may submit Feedback by emailing us at info@vertikalmediagroup.com or through the "Contact" section of the Site. You acknowledge and agree that all Feedback will be the sole and exclusive property of Creative Ventures and you hereby irrevocably assign to Creative Ventures and agree to irrevocably assign to Creative Ventures all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Creative Ventures' request and expense, you will execute documents and take such further acts as Creative Ventures

may reasonably request to assist Creative Ventures to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

Creative Ventures respects copyright law and expects its users to do the same. It is Creative Ventures' policy to terminate in appropriate circumstances the Creative Ventures Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

You acknowledge and agree that the Site, including all associated intellectual property rights, are the exclusive property of Creative Ventures. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site. All trademarks, service marks, logos, trade names, and any other proprietary designations of Creative Ventures used on or in connection with the website and Creative Ventures Content are trademarks or registered trademarks of Creative Ventures in the US and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site are used for identification purposes only and may be the property of their respective owners.

Suspension, Termination and Creative Ventures Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Creative Ventures Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Creative Ventures Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Services, your Creative Ventures Account, your Member Content, or receive assistance from Creative Ventures Customer Service, (b) any pending or accepted future bookings as either Trip Organizer or Traveler will be immediately terminated, (c) we may communicate to your Travelers or Trip Organizers that a potential or confirmed booking has been cancelled, (d) we may refund your Travelers in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Travelers to inform them about potential alternate Trips with other Trip Organizers that may be available on the Site and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Creative Ventures Account. You may cancel your Creative Ventures Account at any time via the "Cancel Account" feature of the Services or by sending an email to info@vertikalmediagroup.com. Please note that if your Creative Ventures Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT CREATIVE VENTURES DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, TRIP ORGANIZERS AND TRAVELERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, SERVICES AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CREATIVE VENTURES EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CREATIVE VENTURES MAKES NO WARRANTY THAT THE SITE, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY TRIPS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CREATIVE VENTURES MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, TRIPS OR THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CREATIVE VENTURES OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY TRAVELERS OR TRIP ORGANIZERS. YOU UNDERSTAND THAT CREATIVE VENTURES DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS. CREATIVE VENTURES MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, TRAVELERS AND TRIP ORGANIZERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH

MEETINGS ARE ORGANIZED BY CREATIVE VENTURES. NOTWITHSTANDING CREATIVE VENTURES'S APPOINTMENT AS THE LIMITED PAYMEN

T COLLECTION AGENT OF THE TRIP ORGANIZER FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM TRAVELERS ON BEHALF OF THE TRIP ORGANIZER, CREATIVE VENTURES EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY TRAVELER OR OTHER THIRD PARTY.

Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY TRIPS VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF CREATIVE VENTURES WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER CREATIVE VENTURES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CREATIVE VENTURES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE CREATIVE VENTURES HOST GUARANTEE, IN NO EVENT WILL CREATIVE VENTURES'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM

YOUR LISTING OR BOOKING OF ANY ACCOMMODATION VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY ACCOMMODATION OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY CREATIVE VENTURES TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CREATIVE VENTURES AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold Creative Ventures and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) Booking of a trip, or (iii) creation of a Listing; (d) the use, condition or Booking of an Accommodation by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Booking or use of an Accommodation; and (e) your participation in the Referral Program or your accrual of any Creative Ventures Travel Credits.

Reporting Misconduct

If you travel with anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Creative Ventures by contacting us with your police station and report number at info@vertikalmediagroup.com. Your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

Except as they may be supplemented by a document referenced and incorporated herein or by additional Creative Ventures policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between Creative Ventures and you regarding the Site

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Creative Ventures' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Creative Ventures may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Creative Ventures (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Arizona and the United States of America, without effect given to Arizona's conflict-of-law provisions. You and Creative Ventures agree to submit to the personal jurisdiction of a state court located in Maricopa County, Phoenix, Arizona or a United States District Court, District of Arizona located in Phoenix, Arizona for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution -- Arbitration

General Information

If you reside in the United States, you and Creative Ventures agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site, Application or Collective Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief

in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Creative Ventures are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and Creative Ventures otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law

This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form "Demand for Arbitration".) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Arizona and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Creative Ventures otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Creative Ventures submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Creative Ventures will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Creative Ventures will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the "Modification" section above, if Creative Ventures changes this "Dispute Resolution" section after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Creative Ventures' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Creative Ventures in accordance with the provisions of this "Dispute Resolution" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

Privacy

See Creative Ventures Privacy Policy

Waiver; Remedies

The failure of Creative Ventures to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Creative Ventures. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Severability

If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

Contacting Creative Ventures

If you have any questions about these Terms, please info@vertikalmediagroup.com.