

NetTrav Express Consumer Membership Terms and Conditions

I understand and agree that:

1. I am of legal age to enter into binding contracts in my state or province or country of residence.
2. I understand that the NetTrav Express Travel Plan Membership is exclusively for my personal use and I may be accompanied by a companion or my immediate family. I understand that my Travel Points are non-transferrable. I further understand that this agreement may not be transferred or assigned without prior written consent of the Company.
3. Net Trav Inc. expressly reserves the right to alter or amend wholesale prices, product availability and/or formulations, policies and procedures. Such amendments are automatically incorporated as part of the agreement between Net Trav Inc. and NetTrav Express and the Consumer when published in official company literature whether in electronic or in printed form.
4. I agree that membership purchases are nonrefundable except within three (3) days of purchase.
5. I fully understand that this purchase entitles me to travel benefits and services as provided for in the Company's official literature available on the website: www.netTravExpress.com and that I am making my purchase decision solely based on that published information and not on VERBAL information provided by one of NetTrav Express' Affiliates or Distributors.
6. I further understand that I have purchased a CONSUMER Membership and have no rights to commissions or compensation until and unless I register myself as an Independent Business Owner of NetTrav Express.
7. NetTrav Travel Membership Plans are annually renewable on the anniversary date of their purchase for \$350 with all unused Travel Points accrued carrying forward into the renewal year. Any unused Travel Points are void if the Net Trav Travel Membership is not renewed within 30 Days of the anniversary date. Net Trav will post the renewal date 30 Days prior to the anniversary in the Member's Dashboard accessible via the login link on the website: www.netTravExpress.com. The company will also email the Member with notification of the renewal anniversary, but it is the sole responsibility of the Member to renew their Membership.

8. RainChecks on Escapes Vacations. All NetTrav special rate travel trips are offered on a first come, first serve basis and are always subject to availability. When a trip date is sold out the company will publish that a specific trip is sold out. The company may obtain more inventory should it become available and offer it at the same rate or additional inventory may be obtained on alternative dates of travel solely at the discretion of the company.

9. I agree to indemnify and hold NetTrav Inc. harmless from any claims, damages and expenses, including any attorney's fees arising out of my actions or conduct in violation of this Agreement. I further hold Net Trav Inc. harmless from any claims, damages and expenses including any attorney's fees arising out of any dispute with a hotel, resort, car rental, airline, cruise line or any other underlying travel vendor. In the event a dispute shall arise between myself and Net Trav as to our respective rights, duties and obligations under this Agreement, and the policies and procedures of NetTrav Inc., it is agreed that such disputes shall be exclusively resolved pursuant to binding arbitration under the commercial rules of the American Arbitration Association with arbitration to be held in San Diego County, California. California law will apply to the resolution of the dispute, unless otherwise agreed in writing. The arbitration panel shall consist of one arbitrator.

In addition to declaratory relief, the arbitration panel may award preliminary and permanent injunctive relief and compensatory damages and shall award reasonable attorney's fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. The provision shall not restrict NetTrav Inc. from seeking preliminary injunctive relief in any court or competent jurisdiction.

10. I fully accept and agree to these terms and conditions as evidenced by proceeding with my purchase.

Welcome to our NetTrav Express Family! We wish you exceptional travel experiences and will do everything within our power to insure that you and your family travel well, and travel right with NetTrav!