



## Membership Terms & Conditions

*Last Revised: October 2024*

By clicking "I AGREE" I agree to be bound by these Terms and Conditions. These Terms and Conditions define the basis upon which a Member may participate in the Seacret Direct, LLC d.b.a Viágo ("Viágo") Club Viágo benefit club program and use his or her Club Viágo Membership. The following provisions govern the use of Membership:

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

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

"Benefits" means access to the various special products and services made available to Members, which shall be as published on the Club Viágo website. Benefits may but not necessarily will include travel services and products, preferred rates on services and products, so called "net rates," special offers, exclusive product and or pricing, access to VIP experiences, "tele-medicine" or similar doctor call or virtual visit service and other products and services as Club Viágo shall in its sole discretion offer from time to time. Such Services are subject to change, terminate or be modified in attributes, benefits or cost to Member.

"Initial Membership Fee" means: the first monthly payment or bundled payment for Membership and products or benefits due at sign-up to become a Member.

"Member" means: a person who has been accepted by Club Viágo as a member and who has paid the Initial Membership Fee and continues to pay the Monthly Membership Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Monthly Membership Fee when due.

“Membership” means participation in the closed-user group of Club Viágo which entitles the Member to access all of the Benefits offered from time to time by Club Viágo through the Membership program.

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

“Web Site” means: the Club Viágo website, [www.clubviago.com](http://www.clubviago.com) or sub domains of that Web Site and any other web sites including subdomains through which Club Viágo may offer access to Program Benefits from time to time.

“Club Viágo or We” means: Seacret Direct, LLC d.b.a Viágo. For the purpose of these terms and conditions we may refer to Club Viágo Membership as the “Program”.

1. To become a Member of the Program you must be 18 years of age or older.
2. Club Viágo may refuse to accept any Membership Registration in its sole discretion.
3. Membership in the Program becomes effective only when the Member is accepted by Club Viágo and the first Monthly Membership Fee is paid and received by Club Viágo, and on your first visit to the Web Site you have accepted the Terms and Conditions of Membership. Continued Membership is at all times after acceptance conditional upon payment by you of the Monthly Membership Fee.
4. If paying by credit or debit card you hereby certify that the credit or debit card or wallet account used to make payment is held in your name or that you are an authorized user of the card or account. You hereby authorize Club Viágo to charge your credit or debit card, or wallet accounts identified during sign-up, or advised to Club Viágo from time to time, with the Initial Monthly Fee and the ongoing Monthly Membership Fee. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Monthly Fee and the recurring Monthly Membership Fee until the Membership is cancelled by notice in writing in accordance with these Terms and Conditions.
5. Your Membership shall remain in effect until (i) terminated by you by email to [clubseacret@seacretdirect.com](mailto:clubseacret@seacretdirect.com) or (ii) terminated by Club Viágo by sending a notice of cancellation of your Membership to you by email to the email address held on file for you at the date of the notice. (Notice to Club Viágo must include your name, address, and Member Identification Number). Your Membership will also be terminated with immediate effect if you stop payment of the Monthly Membership Fee or if any of the information provided by you on your account is found to be false, inaccurate or fraudulent. Notice of cancellation must be received by Club Viágo at least five (5) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than five (5) business days prior to the scheduled charging date, cancellation will become effective in the month following the month in which the notice of cancellation is received by Club Viágo. Termination by either party

shall terminate your use of the Benefits of Membership and access to the Web Site with effect from the next scheduled payment charging date. You may cancel your Membership without penalty or obligation, within three (3) business days from the date of your application to become a Member. Alaska Residents: If you are resident in Alaska, you may cancel your Membership without penalty or obligation within five (5) business days of the date of acceptance of your application and receive a full refund. Kentucky Residents: If you are resident in Kentucky, you may cancel your Membership without penalty or obligation within thirty (30) days of the date of acceptance of your application and receive a full refund. If you cancel after thirty (30) days, you will be entitled to receive a pro rata refund without deduction for benefits received. Missouri Residents Assuming you have returned to the travel club all materials delivered to the purchaser at closing, you have the right to rescind this transaction for a period of three (3) business days after the date of this agreement. To exercise the right of rescission, you must deliver to the travel club, either in person or by first class mail postmarked within the three-business-day period, at the address referenced in this contract, a written statement of your desire to rescind this transaction, and all materials of value that were provided and given to you at the time of the purchase of your travel club membership. New Hampshire Residents: If you are resident in New Hampshire and cancel your Membership more than three (3) business days after its execution you are entitled to a pro rata refund of the Initial and Monthly Membership Fees without deduction for benefits received. Virginia Residents: If you are a resident of Virginia you may cancel your membership until midnight of the seventh (7th) calendar day after execution of this contract. If the seventh calendar day falls on a Sunday or legal holiday, then the right to cancel the travel service agreement shall expire on the day immediately following that Sunday or legal holiday. Within forty-five days after notice of cancellation is received, Club Viágo shall refund to you any payments made by you pursuant to this agreement. However, Club Viágo may retain payments made for specific travel services utilized. The refund may be made by crediting your credit card account if a credit card was used to make a payment and if Club Viágo informs you in writing that the credit card account has been credited. Wisconsin Residents: If you are resident in Wisconsin you may cancel your Membership within three (3) months or within three (3) days of your first purchase of goods or services through the Program, whichever occurs first. If you are resident in Wisconsin and cancel within the first fifteen (15) days of acceptance of application you receive a full refund of your Initial and Monthly Membership Fees or if you cancel within three (3) months of acceptance of application or within three (3) days of your first purchase (whichever occurs first), you will be entitled to a pro rata refund of your Initial and Monthly Membership Fees, without deduction for benefits received. After the cancellation period set out above you may still cancel your Membership providing it is within fourteen (14) days of your application to become a Member and receive a full refund of the amount paid to Club Viágo in connection with your Membership in accordance with Club Viágo refund policy. If you cancel your Membership after booking travel using your Membership Club Viágo may choose to cancel your travel and to refund the cost already paid. If Club Viágo

chooses to make a refund to you it shall not be responsible for any other costs incurred by you in connection with the cancellation of your booking.

6. Membership fees are due monthly unless otherwise indicated in a promotion. Failure to maintain the membership fees will result in your membership going inactive. Should your account go inactive due to non-payment for 1-3 months, you may resume your membership by bringing your account current and paying the total past due membership fees. Should your account go inactive for any reason for a period greater than 3 months, your membership will be terminated, and you will be required to rejoin with the current membership terms should you choose to do so.
7. Club Viágo may include programs which award points that may be used toward the purchase or activation of a product, i.e. loyalty points or GetAway points. These points are only available for use by an active member. Should your membership account become inactive for any reason for greater than 90 days, your account will be terminated, and all existing points will be removed.
8. Club Viágo supplies certain Benefits itself and/or through associated entities but also contracts with various Affiliates to provide Benefits to Members, which Benefits will change from time to time. Club Viágo shall at all times provide updated information as to Benefits available via its website and by notice to Members. You acknowledge that all post sale customer service support may be rendered in English by Club Viágo or its Affiliates.
9. Benefits may be booked and used by any Member and by one (1) adult aged 18 or older who resides in the same household as the booking Member including a spouse, civil or other partner. A Membership may only be held in the name of an individual person; Club Viágo does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities unless expressly granted in writing by Club Viágo or Seacret Direct d.b.a Viágo.
10. You agree that it is your responsibility to choose which Benefits you use and Club Viágo or other travel you purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of this agreement. You further agree that, except in accordance with these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Membership Fee and Monthly Membership Fees as a result of your non-use of any of the Benefits of the Program. Benefits available may be varied and or replaced by alternative Benefits at any time in the sole discretion of Club Viágo.
11. You agree that due to the inherently limited inventory in the travel industry, the availability of specific travel services or features such as room upgrade or amenities is not guaranteed and may be subject to limits on availability or price which may vary. You further agree that Club Viágo will make every available opportunity to offer you the best possible price but that prices may increase above the initially published price due to limited inventory availability. Club Viágo's travel benefits are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by an Affiliates such as minimum or maximum age requirements, travel insurance and visa requirements. It is your responsibility to ensure that you are

able to comply with the booking terms including any such restriction or requirements before booking. Club Viágo shall not be responsible for your failure to comply with such restrictions or requirements, where you have been advised of these on or prior to booking.

12. You agree that you will not discuss Member Pricing with non-Club Viágo Members while using the membership at a hotel or resort. Such discussions with non-members can create conflict with Affiliate agreements and therefore is strictly prohibited.
13. Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose any of your rights or obligations without the prior written consent of Club Viágo. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held. Membership benefits are limited to the household of the Member family and shall not include non-family members or relatives beyond the directly related generation, natural or adopted, parent and children or child and parents domiciled in the Member's household.
14. These Terms and Conditions must be read in conjunction with the terms and restrictions unique to each Affiliate and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Affiliate supplying such products or services to the Member.
15. All materials, information, software, products, and services included on or available through the Web Site (the "content") are provided "AS IS" and "AS AVAILABLE" for your use. The content is provided without warranties of any kind, either express or implied.
16. Under no circumstances shall Club Viágo, their affiliates, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, or the employees, agents, officers or directors of the foregoing parties (collectively, the "covered parties") be liable for any direct, indirect, punitive, incidental, special or consequential damages that result from: (1) the use of, or inability to use, the Web Site; (2) any inaccuracy, error, delay in or omission of, any information, or the transmission or delivery of any information; (3) any negligent or reckless act or omission; or (4) any force majeure event. In no event shall any of the covered parties' liability for damages to a Member exceed the Initial and Monthly Membership Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.
17. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions shall be resolved exclusively by confidential, binding arbitration in Phoenix, Arizona. The arbitration shall be conducted before the American Arbitration Association and shall be conducted pursuant to the Commercial Dispute Resolution Procedures then in effect. Judgment upon any award rendered in the arbitration may be enforced by any court of competent jurisdiction. Unless decided otherwise in the arbitration, each party shall bear its fees and/or costs shall be shared equally.
18. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona, excluding its conflicts of law rules.

19. We grant you only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Web Site necessary to access, explore and otherwise use the Web Site in real time and to use the materials and the Benefits of the Program on the Web Site in a manner consistent with these Terms and Conditions.
20. Any software that is made available to download from the Web Site (the "Software") is the copyrighted work of Club Viágo, its subsidiary, associate or affiliated entities and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Web Site.
21. Without limiting the foregoing, copying or reproduction of the Software or of the Web Site content to any other server or location for further reproduction or redistribution is expressly prohibited.
22. You shall not use, disseminate or reproduce any Club Viágo trademarks, copyrights or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration or any other advertising and or marketing outlet without the expressed written consent from the Club Viágo Compliance department.
23. You shall not use the Web Site for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to Club Viágo, the general public or other users. In such instances, you shall forfeit Membership "points" or any other incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership. In addition, you agree to refund to us the reasonable value of any incentives or remuneration you receive or realize as a result of any illegal or wrongful conduct or conduct in violation of these Terms and Conditions.
24. No relationship between Club Viágo and any third parties, including but not limited to travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of Club Viágo, who post, publish, view, receive, or utilize information and/or materials on the Web Site shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of Club Viágo, its subsidiaries, associated or affiliated entities.
25. We may revise and amend these Terms and Conditions from time to time. Your use of any of the Web Site and Benefits offered in the Program will be subject to the Terms and Conditions in force at the time you access the Web Site and the Benefits and your use of the Web Site and or the Benefits shall constitute your acceptance of the applicable terms and conditions.
26. By completing and submitting the Membership Registration Form, you specifically authorize Club Viágo to transfer and disclose personal or confidential information which you have provided to Club Viágo in connection with your Membership Registration Form

to its parent and associated or affiliated companies, its partners, licensees, agents and vendors and to Club Viágo independent sales representatives and to applicable government or regulatory bodies, if required by law. You consent to Club Viágo and its parent and associated or affiliated companies, its partners, licensees, agents and vendors and independent sales representatives communicating with you by electronic mail at the email address and/or by text message at the cell number you have entered on the Membership Registration Form or as advised to Club Viágo by you from time to time. Such emails and /or text messages may include offers and solicitations for the sale and purchase of Club Viágo products, sales aids, and services. Your consent to receive such emails and/or text messages shall survive the termination or expiration of this agreement for any reason unless and until you inform Club Viágo of revocation of consent to receive such communications. You may revoke your consent in writing by emailing clubsecret@seacretdirect.com or by utilizing the unsubscribe option contained within a Club Viágo email or text communication.

27. Club Viágo, its parent, subsidiaries or associated or affiliated companies, and their directors, officers, owners, employees, assigns, and agents (collectively referred to in this section 24 as "Associates"), shall not be liable for, and you hereby release Club Viágo and its Associates from, all claims for consequential and exemplary damages. As a Member you agree to comply with the Member code of conduct when travelling as a Club Viágo Member. You further agree to indemnify Club Viágo for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your conduct when travelling as a Club Viágo Member. Club Viágo may at any time set off any liability of the Member against any liability of Club Viágo, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these terms and conditions. Any exercise by Club Viágo of its rights under this section shall not limit or affect any other rights or remedies available to it under these Terms and Conditions or otherwise.
28. The Membership Registration Form and these Terms and Conditions constitute the entire contract between you and Club Viágo relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force or effect.
29. Any waiver by Club Viágo of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of Club Viágo. Waiver by Club Viágo of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.
30. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of these Terms and Conditions will remain in full force and effect.