



INTELLIFARES™ User Agreement IntelliFares # _____

Acceptance of Agreement.

This Agreement is between INTELLIFARES LIMITED, DUBLIN IRELAND, and the User whose signature is found on the last page contained herein. You accept this Agreement by: (i) activating the Service; (ii) signing, orally or electronically accepting the Agreement; or (iii) are deemed to accept the Agreement, whichever occurs first and only by acceptance of Usership by INTELLIFARES™.

MANDATORY ARBITRATION TO RESOLVE DISPUTES/ CLASS ACTION WAIVER/JURY TRIAL WAIVER: ARBITRATION. PLEASE READ THIS PROVISION CAREFULLY. IT MEANS THAT, EXCEPT AS NOTED BELOW, YOU AND WE WILL ARBITRATE OUR DISPUTES. ANY CLAIM OR DISPUTE BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO YOU, INCLUDING USE OF SERVICE, SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). This agreement to arbitrate also requires you to arbitrate claims against other parties relating to Services or Products provided or billed to you, including suppliers of Services and or sellers of INTELLIFARES travel services, if you also assert Claims against us in the same proceeding. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement.

BEFORE INSTITUTING ARBITRATION, YOU AGREE TO PROVIDE US WITH AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO US AT INTELLIFARES CUSTOMER RELATIONS, ULYSSES HOUSE, FOLEY STREET, DUBLIN 1, IRELAND AND NEGOTIATING WITH US IN GOOD FAITH REGARDING YOUR CLAIM. IF WE ARE NOT ABLE TO RESOLVE YOUR CLAIM WITHIN 30 DAYS OF RECEIPT OF YOUR NOTICE, THEN YOU OR WE, INSTEAD OF SUING IN COURT, MAY INITIATE ARBITRATION PROCEEDINGS WITH THE AAA. YOU MUST SERVE OUR REGISTERED AGENT IN ORDER TO BEGIN ARBITRATION. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES AND

SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEB SITE AT www.adr.org. The AAA has a fee schedule for arbitrations. You will pay your share of the arbitrator's fees and administrative expenses ("Fees and Expenses") except that: (a) for Claims less than \$25, we will pay all Fees and Expenses; and (b) for Claims over \$25, you will pay all applicable Fees and Expenses, or any lesser amount as provided under AAA's Supplemental Procedures for Consumer-Related Disputes. You and we agree to pay our own other fees and expenses, including those for any attorneys, experts, and witnesses. An arbitrator may only award as much and the type of relief as a court with jurisdiction in the place of arbitration that is consistent with law and this Agreement. An arbitrator may issue injunctive or declaratory relief but only applying to you and us and not to any other customer or third party. As a limited exception to the agreement to arbitrate, you and we agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or sell price of collection permitted by law or the Agreement.

CLASS ACTION WAIVER. WHETHER IN A COURT OF COMPETENT JURISDICTION OR ARBITRATION YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS USER IN A CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.

Changes to the Agreement. INTELLIFARES RESERVES THE EXCLUSIVE RIGHT TO MODIFY, CHANGE AND OR CANCEL THIS AGREEMENT WITH WRITTEN NOTICE OF SIXTY (60) DAYS TO YOU.

General Terms and Conditions. The INTELLIFARES voucher you purchased contains a booking number or booking numbers that are valid for conversion to

confirmed airline reservations on non-stop, direct or connection flights from scheduled airline carriers.

Cancellation by INTELLIFARES.

INTELLIFARES reserves the right to cancel the program at any time with sixty (60) days written notice sent to the User at the address provided by the User on the INTELLIFARES application. If INTELLIFARES cancels the program, all INTELLIFARES Users will receive a prorated refund based: (i) in cases of INTELLIFARES canceling the INTELLIFARES program and User has not consumed any air travel on the INTELLIFARES program (converted a booking number on their voucher to a confirmed airline reservation), be that roundtrip or one-way air tickets, INTELLIFARES will refund User the full purchase price of their INTELLIFARES. (ii) in cases of INTELLIFARES canceling the INTELLIFARES program and User has used at least one flight on the INTELLIFARES program, Users will receive a refund of their INTELLIFARES less the sum of the retail value of said or all flights consumed and traveled by User and the activation fee. Retail Value as defined by INTELLIFARES is the price quoted to, and paid by the User as of the date they purchased the INTELLIFARE, net of any up-charges or discounts actually rebated to the User in the event they changed itinerary for a particular flight. For example, INTELLIFARES cancels the INTELLIFARES program, User "A" has purchased the INTELLIFARES program at the sellable price of \$3,299.00 and User has consumed one-flight on the INTELLIFARES program, retail value of \$499.00 plus \$34.00 taxes, prior to INTELLIFARES canceling the program. User "A" will receive a refund of \$2,800.00 (\$3,299.00 minus the sum of \$499.00) from INTELLIFARES Ltd. (re-User, activation fee of \$59 is not refundable).

____Users Initials

Unless otherwise stated in the INTELLIFARES User Agreement, all other INTELLIFARES travel terms and conditions as outlined in any publication by INTELLIFARES, including but not limited to the INTELLIFARES brochure, www.INTELLIFARES.com, or any other forms of publication, written or electronic produced by INTELLIFARES are applicable without notice and or prejudice.

Trip Change and Cancellation Fees. At any time prior to 120 days of the User's travel date (the Open Booking Window), a User may request a change of itinerary, change of passengers, travel dates and city pairs by contacting their authorized INTELLIFARES Distributor. User understands, agrees to and is held by the following Change Administration Fees schedule:

Change of Name prior to ticketing	FREE
Change to Origin City prior to ticketing	\$15.00
Change of Destination City prior to ticketing	\$15.00
Change to Travel Dates prior to ticketing	\$15.00

In addition to the change fees outlined above, the User will be charged any incremental fare increases over the Retail Value, as defined in the section above titled "Cancellation By INTELLIFARES", which are charged to INTELLIFARES as a result of change in origin city, destination city or travel dates.

During the Confirmation Window, which is the period just after the Open Booking Window that commences on or about 120 days and ends no later than 90 days prior to travel, the User will receive a series of up to four e-mails, voice or facsimile communications to confirm all details of their travel arrangements including but not limited to travel dates, city of origin, city of destination, passengers' names, etc., and once confirmed INTELLIFARES will arrange with a third party travel fulfillment supplier (ticket fulfillment house) to issue the actual tickets at any time from 90 days to 45 days prior to Users' departure date.

If a User wishes to cancel their entire IntelliFares, they may do so at any time, subject to a \$100.00 processing and handling fee and loss of their \$59.00 Activation fee. The fee, along with the Retail Value of any tickets issued during the Confirmation Window and yet to be used by the User, shall be deducted from any refund amount due for any unused portion of the INTELLIFARE. Upon issuance of Users airline tickets any and all changes, including the cancellation referred to in the prior sentence, that are needed by User thereafter, including but not limited to travel dates, city of origin, city of destination, passengers names, etc., may be assessed a fee by

the ticket fulfillment house for processing and handling in addition to any fees, penalties or other charges assessed by the airline carrier in which Users airline ticket was issued with. Fees, penalties and other assessments by the applicable airline may vary according to individual airline policies, and INTELLIFARES is not responsible for their amount and can make no assurances as to whether or not they will be charged. The User shall be given the option to add a cancelled single year INTELLIFARES reservation to the back end (adding one year to the five year program) of their INTELLIFARES. In the event the User does not add the additional year, they shall receive a refund for only that cancelled year minus a \$100.00 processing and handling fee. This movement of a reservation to the back end of the program can be done only one time [1] during each five year INTELLIFARES' program. A second cancellation will result in no refund and loss of the applicable booking number/s.

IMPORTANT NOTICE: WHILE OUR TRAVEL FULFILLMENT SUPPLIER WILL MAKE ALL REASONABLE EFFORTS TO RE-SCHEDULE, THE CLOSER A CHANGE IS REQUESTED TO THE TRAVEL DATE MAY MAKE IT IMPOSSIBLE TO MAKE AN ALTERNATIVE RESERVATION. YOU MAY LOSE YOUR ABILITY TO MAKE ALTERNATIVE ARRANGEMENTS AND IF SO, INTELLIFARES IS NOT RESPONSIBLE FOR CHANGE REQUESTS WE CANNOT HONOR. All service fees will be charged at the time of cancellation or change. Users of INTELLIFARES agree all service fees are to be paid immediately at time of itinerary change prior to new travel itinerary ticket being issued by INTELLIFARES ticketing fulfillment provider for travel in the INTELLIFARES program.

Trip Cancellation Insurance. When the air ticket is issued for year one of the purchased IntelliFares (first year of program only) Trip Cancellation & Interruption insurance is provided without charge. Insurance will be provided by AIG Travel Guard in what they term the Air Protection Plan. Details as to coverage, which is limited to Trip Cancellation and Interruption, Travel Delay, Baggage and Personal Effects loss, and Baggage Delay are contained in a separate document issued at the time of ticketing, and may also be available at the time of IntelliFares initial purchase, subject to change prior to ticketing. Limits of liability and coverage, and exclusions, if any, are described in this separate document, along with information about additional coverage options. Your actual insurance coverage will be effective for only your first IntelliFares trip. IntelliFares Limited reserves the right change insurance providers and substitute comparable coverage, if available. Additional coverage may be purchased at prevailing rates for future years, each year as your IntelliFares number is converted to an actual air ticket. .

This is a brief description of the insurance benefits and travel services provided. Insurance is underwritten by

National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania Insurance Company (NAIC #19445) and a member of the AIG Companies®, with their principal place of business at 70 Pine Street, New York, NY 10270, currently authorized to transact business in all states and the District of Columbia. The Policy will contain reductions, limitations, exclusions and termination provisions. All coverage's may not be available in all states. Travel Services are provided by AIG Travel Assist.

Refunds for Alternate Travel. INTELLIFARES is available for the scheduled, major air carriers for the quality of their service and amenities they provide. In the event that a User chooses to take advantage of a deeply discounted price on a no-frills or discount air carrier, we will refund the IntelliFares price once the User has submitted proof of their purchase on the alternate carrier (if it is less than the INTELLIFARES Retail price, not including taxes, PFC's and other charges paid directly to the original INTELLIFARES ticket issuer,) and waive the cancellation fee for that particular ticket, as long as the User meets the following requirements: i) notifies us during the Confirmation Window, and ii) provides us with the e-ticket confirmation at the lower price than that of IntelliFares for the exact same, city pairs and dates of travel, and iii) provides us a receipt for the ticket purchased. Refund check will be issued to the User only within 30 days after receipt of User furnished proof of purchase as outlined in items i through iii above.

INTELLIFARES Users agree to advise INTELLIFARES Reservation Department of cancellation of all bookings as early as possible prior to the departure date. If User has not cancelled and misses the confirmed flight, User understands their travel ticketed itinerary is deemed "lost". Users will lose all monies, will not receive refund and or credit, for said travel ticketed itinerary and are subject to new air fare tariffs as imposed and dictated by the Airline with whom their ticket was issued. No refunds and or credits will be issued by INTELLIFARES to Users who cancel and or miss their ticketed travel itinerary. Users further agree and understand, INTELLIFARES is not responsible, has no say in or management of the scheduled Airlines air tariffs increases which may be incurred by User in the event of cancelled or missed flights.

INTELLIFARES will only accept new flight reservations; modifications, changes or cancellations by the INTELLIFARES User only. Users who forego this policy are subject to their INTELLIFARES being revoked by INTELLIFARES.

In the event INTELLIFARES is advised, be that in writing or verbally by a scheduled Airline, that an investigation or notice has been identified and or opened by said airline, that a User of INTELLIFARES program is booking or has booked travel itineraries through alternate travel parties and or company's, in the hopes of protecting travel itineraries with the intent to cancel the itinerary to free up space for INTELLIFARES program, will be subject to their INTELLIFARES being revoked without notice by INTELLIFARES with no refund or credit issued.

____ User Initials

Multiple Reservations. Airline reservations only permit one reservation per unique name. Users found to have booked multiple reservations in order to protect the availability of their seat will be responsible for full payment as tarified by the scheduled Airline and full payment must be remitted immediately by User to INTELLIFARES upon written and or verbal notice and your booking number for that year will be cancelled without refund.

Sales To Minors/Lap Children. Sale of INTELLIFARES to minors (persons under 18 years of age) is not permitted. All signatories to the INTELLIFARES User Agreement must be 18 years or older. Although lap children under two fly free, subject to the rules and notification requirements of the airlines, an INTELLIFARE should be purchased for that child to assure the family availability of the current fare price after the child exceeds the age of two. If a family opts to have the child travel as a lap child, you may use the INTELLIFARE for another traveler, or request a refund. If you do not purchase an INTELLIFARE for your lap child at the time of the initial purchase, we can make no assurances that you will be able to purchase one at the same or similar fare as your other INTELLIFARES when the lap child exceeds two and must have a purchased seat. All lap children should be reported to Distributor when ticketing commences by User.

Rescission Refunds. Full refunds on the entire sell price of INTELLIFARES (minus a \$100 processing fee plus the \$59.00 Activation fees) are allowed within fourteen (14) days of the Activation date provided User requests the refund in writing and returns the unused INTELLIFARES air travel card to INTELLIFARES, Ulysses House, Foley Street, Dublin 1, Ireland. Once the User has traveled using INTELLIFARES, or fifteen (15) days after the INTELLIFARES is activated all other cancellation and refund policies contained herein apply.

Sell price. The sell price of the INTELLIFARES is based on one price for all individuals who are deemed two years and older. There are no discounts for children under 12 and children under 2 fly free if parents choose to have them fly as lap children. The sell price of INTELLIFARES does not include the US DOT departure taxes, excise taxes, PFC's, fuel surcharges, segment taxes and September 11th Security Fees and any other fees, taxes, surcharges or levies assessed by any government authority or airline. Fees are based on departure and destination city (city pair) combinations and will vary by city pair. For a complete list of current fees, consult your authorized INTELLIFARES distributor or see **INTELLIFARES Current Fee Schedule.** An additional one time charge of \$59.00 per individual INTELLIFARES will be charged as an IntelliFares Activation fee. *For example, if your city pair costs \$300.00 per ticket per year, and there are the two IntelliFares purchased the total INTELLIFARES fee will be $2 \times (\$300.00 \times 5) + \$59 + \$59 = \$3,118.00$ for five years of travel for two people.*

Full payment for each INTELLIFARES User is required at time of application. INTELLIFARES must be issued in the User's name and must appear on INTELLIFARES User Agreement exactly as it is printed on a valid driver's license, passport or other photo ID accepted as a form of identification by any government authority. INTELLIFARES User

Agreement must be signed by the individual User prior to travel. Except as otherwise provided, INTELLIFARES User-ship is non-transferable, and if any use of INTELLIFARES is made or attempted to be made by anyone other than the User, INTELLIFARES User-ship will be confiscated and cancelled with no refunds or credit issued. Use of INTELLIFARES by any person other than the User to whom INTELLIFARES User-ship was issued other than as authorized in writing by INTELLIFARES constitutes fraud and theft and will be prosecuted to the full extent of the law as allowed. If a User's INTELLIFARES User-ship card is lost or stolen, a \$25.00 fee will be charged to re-issue INTELLIFARES User-ship card. The INTELLIFARES is good for inclusive travel for five years from the date of travel as defined in Users travel details and application. Users of INTELLIFARES program understand and agree INTELLIFARES is not responsible for availability of air seats, flight times and or schedules as created, managed and operated by the scheduled Airlines.

Tickets: All INTELLIFARES Users will be E-ticketed as governed by the scheduled Airline and the US DOT. A confirmation / itinerary will be mailed or E-mailed once the reservation is ticketed. That document along with the Users' required appropriate government issued photo ID as required by the air carrier and/or destination country's travel rules will be all that is necessary for travel documentation, unless the scheduled Airlines, INTELLIFARES, a branch of the US Department of Transportation or the destination country subsequently impose additional travel documentation. Normal check-in, luggage restrictions and proof of citizenship are the sole responsibility of INTELLIFARES User and are not the responsibility of INTELLIFARES.

Taxes & Fees: *The sell price of INTELLIFARES does not include the US DOT departure taxes, excise taxes, PFC's, fuel surcharges, segment taxes and September 11th Security Fees.* Said charges will be assessed at the time of itinerary confirmation during the Confirmation Window by the Ticketing Fulfillment house or the scheduled airline (whomever issues the tickets) and charged directly to the User/s at the time the Booking number/s are converted to actual tickets, directly by the issuer. The Ticket/s will not be issued unless these additional charges are paid.

____ User Initials

Disclaimer of Warranties. EXCEPT FOR ANY OTHER WRITTEN WARRANTY THAT

MAY BE PROVIDED, AND TO THE EXTENT PERMITTED BY LAW, ALL SERVICES, PRODUCTS AND THIRD PARTY PRODUCTS ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMIT, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR PRODUCTS. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT WARRANTIES BY US OF ANY KIND. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES DO NOT WARRANT THAT THE INFORMATION, SOFTWARE, PRODUCTS, PROCESSES, OR SERVICES WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, BUG OR ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability. We are not liable to you, for any deficiency in performance or quality, caused in whole or in part by an act or omission of an underlying carrier or service provider, website, messaging community, dealer, equipment or facility failure, or unavailability, discontinuation of Service, Internet problems, lack of availability or capacity, product upgrade or modification, delay of flight times, or Force Majeure, including but not limited to: acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control. EVEN IF INTELLIFARES OR OUR TRAVEL FULFILLMENT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF DELAY OF SERVICES OR SERVICES NOT PROVIDED, INTELLIFARES LTD, ANY OF THEIR AFFILIATES OR SUBSIDIARIES WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, TREBLE, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PRIVACY OR SECURITY

DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER ARISING FROM INTERRUPTION OR FAILURE OF SERVICE, LISTING ERRORS, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICES, THE CONTENT OF ANY DATA TRANSMISSION, OR LOSSES RESULTING FROM ANY PRODUCTS, GOODS OR SERVICE PURCHASED, MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. IF THE STATE LAW APPLICABLE TO YOUR CLAIMS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION OR LIMITATION WILL NOT APPLY TO YOU.

THE MAXIMUM AGGREGATE LIABILITY OF INTELLIFARES, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES AND ANY PARTNER OR PROVIDER TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY OR LOSSES ARISING FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO SERVICES, SHALL NOT EXCEED THE USER'S ORIGINAL PURCHASE PRICE OF THE INTELLIFARE MINUS ANY USED PORTION THEREOF, IN THE CASE OF AN INTELLIFARE SOLD TO AN INDIVIDUAL, OR THE PRICE PAID FOR AN INDIVIDUAL USER CARD (WHICH INCLUDES FIVE BOOKING NUMBERS FOR ONE PASSENGER) MINUS ANY USED PORTION THEREOF WHICH MAY GIVE RISE TO A DISPUTE IN THE CASE OF MULTIPLE USERS PURCHASED BY A DISTRIBUTOR, AND WILL NOT BE REFUNDED OR REBATED UNLESS YOU FOLLOW THE TERMS AND CONDITIONS OF NOTICE OF CANCELLATION. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM ARISES.

Indemnification. You agree to defend, indemnify and hold us INTELLIFARES LTD., Crystal International Travel Group Inc. or their Affiliates, Subsidiaries and any partner or provider harmless from any and all claims, demands, actions, liabilities, sell prices or damages arising out of your use of the Service or Products, any legal

disclosures we make relating to your Service or Product, or your breach of this Agreement. You further agree to pay our reasonable attorneys' and expert witnesses' fees and sell prices arising from any actions or claims by third parties.

Privacy. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of INTELLIFARES. We may (but are not required to) monitor, intercept, and disclose your travel itineraries, account, or other information, in good faith reliance on legal process, if required by law or to protect our rights, business, network or customers. We may add your name, address, and telephone number to our Web e-mail database with your consent. For more information on our privacy policies, please see our privacy notice at www.INTELLIFARES.com/privacy.

Lost or Stolen INTELLIFARES. If your INTELLIFARES User Card is lost or stolen ("Lost User Card") you will be charged a flat \$25.00 process and handling fee to replace your INTELLIFARES User card. To request a new INTELLIFARES User card you: (a) must notify us immediately by calling;

- Outside the USA and Canada
 - o TEL +353-1-876-4888
 - o FAX +353-1-888-1085
- Inside the USA and Canada
 - o TEL 1-877-IFares [432-7371]
 - o FAX 1-866-234-7943

... or by contacting the authorized INTELLIFARES Distributor from who you purchased your INTELLIFARES. Upon receipt of telephone call, INTELLIFARES will place a temporary hold on the INTELLIFARES Users number to inhibit any reservations; You will be required to fill out a lost INTELLIFARES User card notification form; and mail and/fax within fourteen (14) days the lost INTELLIFARES User card notification form. Upon receipt of Users lost INTELLIFARES User card notification form, INTELLIFARES will immediately blacklist User's identification number and reissue User a new identification number and User card.

Assignment. We may assign all or part of our rights or duties under the Agreement without such assignment being considered a change to the Agreement and without notice to you, except to the extent provided by law. We are then released from all liability. You may not assign the Agreement without our prior written consent. Subject to these restrictions, the Agreement will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits

Notices/Customer Communications. We may send you written notice, which may be on or included with your travel documents, which is considered given and received by you when delivered by the U.S. Mail to your address in our data records. You agree we may also notify and communicate with you, or respond to your inquiries electronically through your email provided address as indicated by our data base or otherwise, such as by US Postal services or voicemail, which is considered

given and received immediately upon transmission. Written notice is considered given when initiated by INTELLIFARES to you by any of these means.

Severability and Survivability. Except to the extent expressly set forth throughout this Agreement, all terms and conditions of these terms & conditions are independent of each other and if any provision of these terms & conditions is held to be inapplicable or unenforceable, then (a) that term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other terms or provisions remaining in full force and effect, (b) the terms & conditions will not fail their essential purpose and (c) the balance of the terms & conditions remain unaffected and in full force and effect, unless our obligations are materially impaired, in which event we have the right to terminate the Agreement.

Entire Agreement/Applicable Law/Venue/Miscellaneous. This Agreement represents the final and entire agreement between you and us regarding INTELLIFARES User service and product. Electronic images of the Agreement will be considered originals. You acknowledge that you have not relied on any other representations not specifically included in this Agreement. Your initialing of several specific parts of this Agreement are for emphasis, and your signature below indicates you have read, understand and agree with this entire Agreement. If we don't enforce our rights under any of the provisions of the Agreement, we may still require strict compliance in the future. You represent that you are of legal age and have the legal capacity to enter into this Agreement. If you are contracting on behalf of a company, you represent that you are authorized to enter into this Agreement and agree to be personally liable for all accounts if you are not so authorized. This Agreement is governed by the Federal Arbitration Agreement, applicable federal law, and the laws of the state in which your billing address in our records is located. To the extent possible, the laws of the Democratic Republic of Ireland also apply. Arbitration proceedings or any actions to enforce an arbitration award must be in the state where your Service is principally provided.

USER SIGNATURE _____

DATE _____

PRINTED NAME _____

AUTHORIZED SIGNATURE _____