Terms & Conditions for the Exodus Club

PART A: INTRODUCTION

1. These Terms and Conditions ("**Terms and Conditions**") for the Exodus Loyalty Club (the "**Exodus Club**") are between you, the customer, and "**Exodus Adventure Travels**" and override and supersede any previous terms and conditions in respect of the Exodus Club.

2. The specific legal entity of Exodus Adventure Travels governing your relationship under these Terms and Conditions is dependent upon where you are resident:

    - For residents based in the UK, these Terms and Conditions apply as between you and Exodus Travels Limited.

    - For residents based in the USA, these Terms and Conditions apply as between you and Exodus Travels USA, Inc. The provisions of Schedule A shall also apply to anyone who is resident in the USA.

    - For residents based in Canada, these Terms and Conditions apply as between you and Exodus Travels Canada, Inc.

3. The Exodus Club is made available by Exodus Adventure Travels to all customers who book directly with Exodus Adventure Travels that are resident in the USA, UK or Canada. Membership of the Exodus Club shall be automatic following the return from your first booking with Exodus Adventure Travels subject to, and in accordance with, these Terms and Conditions. You may terminate your membership in the Exodus Club at any time by contacting us.

4. As a member of the Exodus Club, you will be entitled to receive up to three (3) Exodus Signpost Magazines and one free calendar, each per calendar year (together, the "**Exodus Materials**"). Membership of the Exodus Club shall also entitle you to exclusive marketing, previews, discounts and other benefits (which may differ depending on which Membership Tier (as defined below) you hold) (together, the "**Benefits**"). Any and all communications in respect of such Benefits shall be subject to paragraph 5.

5. Any and all Exodus Adventure Travels (as set out in paragraph 2) communications in respect of Exodus Club Benefits, including exclusive marketing, previews, discounts and other benefits, will only be sent to members eligible to receive direct marketing communications in accordance with the applicable laws of their resident country in the UK, USA or Canada. Members who do not receive, or have opted out of receiving, marketing communications from Exodus Adventure Travels may request that their Exodus Club Membership Tier (as defined below) benefits are sent to them by the Customer Operations team of Exodus Adventure Travels at any time.

6. Each booking which is travelled on by you with Exodus Adventure Travels shall count towards accessing the Membership Tiers (as defined in paragraph 7) and, once you have accessed the applicable Membership Tier, you shall be provided with all of the benefits which are available to that applicable Membership Tier. Each eligible booking which is travelled on by you shall count towards your "**Membership Quota**".

7. The "**Membership Tiers**" which are available as part of the Exodus Club shall be as follows:

    - Following the return of your first booking with Exodus Adventure Travels you shall become a "**Trailblazer Member**" of the Exodus Club.

    - Following the return of your second booking with Exodus Adventure Travels you shall become a "**Globetrotter Member**" of the Exodus Club.

    - Following the return of your seventh booking with Exodus Adventure Travels you shall become a "**Pioneer Member**" of the Exodus Club.

    - Following the return of your fifteenth booking with Exodus Adventure Travels you shall become a "**Legend Member**" of the Exodus Club.

8. Each Membership Tier shall provide you with different benefits which are further set out in these Terms and Conditions (or otherwise may be communicated to you by Exodus Adventure Travels from time-to-time) and are collectively referred to in these Terms and Conditions as the "**Membership Rights**".

PART B: TRAILBLAZER MEMBERSHIP

9. Following the return from your first booking with Exodus Adventure Travels you shall automatically become a Trailblazer Member of the Exodus Club.

10. Upon becoming a Trailblazer Member, you will be provided with a credit up to the maximum value of £150 / US$150 / CA$175 (as applicable) which may be redeemed as a part-payment against one of the following: (1) towards the cost of the land-only part of your next booking, or (2) towards the cost of an economy flight which is included as part of your next booking, or (3) a room upgrade or towards any applicable single room supplement as part of your next booking, or (4) pre-trip or post-trip accommodation as part of your next booking (each a "**Trailblazer Benefit**" and, together, the "**Trailblazer Benefits**"). You may only pick one of the Trailblazer Benefits and it is not possible to benefit from all of the Trailblazer Benefits. The selected Trailblazer Benefit may only be used once and once used, cannot be used for any future bookings. Use of the selected Trailblazer Benefit is subject to availability.

11. The Trailblazer Benefit is personal to you and can only be used against the price of your booking. If travelling as part of a group then the Trailblazer Benefit shall not be available to any other members of your booking, unless they also benefit from any Membership Rights by virtue of their membership of the Exodus Club.

12. The Trailblazer Benefit must be used on your second booking made with Exodus Adventure Travels which must be booked within 12 months from the commencement date of your Trailblazer Membership. If the Trailblazer Benefit is not utilised within the first 12-month period following the commencement of your Trailblazer Membership, then it will lapse and no longer be available for use. It cannot be extended or reinstated once expired.

13. Irrespective of whether you utilise the Trailblazer Benefit, you shall remain a Trailblazer Member of the Exodus Club unless, and until, you become a Globetrotter Member.

PART C: GLOBETROTTER MEMBERSHIP

14. Following the return from your second booking with Exodus Adventure Travels you shall automatically become a Globetrotter Member of the Exodus Club.

15. Upon becoming a Globetrotter Member, you will be entitled to a 5% discount off of the cost of any subsequent bookings (subject to the exclusions in paragraph 39) (the "**Globetrotter Benefit**"). The Globetrotter Benefit may only be used on your third (3rd) to seventh (7th) bookings with Exodus Adventure Travels and may only be used for bookings which are made within 36 months following the return date of your previous booking upon which you travel as a Globetrotter Member (the "**Qualifying Period**").

16. The Qualifying Period for which you will have to enjoy the Globetrotter Benefit will reset from the return date of your most recent booking taken as a Globetrotter Member. For example, once you return from your fourth (4^{th}) booking with Exodus Adventure Travels, you will have 36 months by which to use your Globetrotter Benefit for future bookings.

17. If you cancel any booking that is made as a Globetrotter Member, then the Qualifying Period will revert back to your most recent booking that you returned from as a Globetrotter Member for the purpose of calculating the Qualifying Period.

18. You will not be a Globetrotter Member if you have travelled on fewer than two Exodus Adventure Travels trips regardless of the number of future bookings you may have made with Exodus Adventure Travels. You will not be entitled to use any Globetrotter Benefit until you have returned from your second Exodus Adventure Travels trip.

19. Irrespective of whether you utilise the Globetrotter Benefit, or you cease to use it during the applicable Qualifying Period, you shall remain a Globetrotter Member of the Exodus Club unless, and until, you become a Pioneer Member.

20. The Globetrotter Benefit can only be used against the price of your individual booking and not to any other passengers travelling in your group. If any other passengers in your booking are members of the Exodus Club, then they can use their applicable Membership Benefits that they have accrued under their membership of the Exodus Club.

PART D: PIONEER BENEFIT

21. Following the return of your seventh booking with Exodus Adventure Travels you shall automatically become a Pioneer Member of the Exodus Club. Once you become a Pioneer Member you shall no longer have access

to the Globetrotter Benefit and shall be permitted only to use the Pioneer Benefit (as defined below).

22. Upon becoming a Pioneer Member, you will be entitled to a 10% discount off of the cost of any subsequent bookings (subject to the exclusions in paragraph 39) (the "**Pioneer Benefit**"). The Pioneer Benefit may only be used for your eighth (8th) booking, and any subsequent bookings, with Exodus Adventure Travels.

23. You will not be a Pioneer Member if you have travelled on fewer than seven (7) Exodus Adventure Travels trips regardless of the number of future bookings you may have made with Exodus Adventure Travels. You will not be entitled to use the Pioneer Benefit until you return from your seventh Exodus Adventure Travels trip.

24. The Pioneer Benefit can only be used against the price of your individual booking and not to any other passengers travelling in your group. If any other passengers in your booking are members of the Exodus Club, then they can use their applicable benefits that they have accrued under their membership of the Exodus Club.

PART E: LEGEND BENEFIT

25. Following the return of your fifteenth (15th) booking with Exodus Adventure Travels you shall automatically become a Legend Member of the Exodus Club. Once you become a Legend Member you shall have access to all of the Pioneer Benefits, as set out above, as added to (or varied) by the benefits set out in this Part E (the "**Legend Benefits**"). The Legend Benefits may only be used for your sixteenth (16th) booking, and any subsequent bookings, with Exodus Adventure Travels.

26. You will not be a Legend Member if you have travelled on fewer than fifteen (15) Exodus Adventure Travels trips regardless of the number of future bookings you may have made with Exodus Adventure Travels. You will not be entitled to use the Legend Benefit until you return from your fifteenth Exodus Adventure Travels trip.

27. Legend Members may be entitled to additional discounts, beyond those specified in the Pioneer Benefits or these Terms and Conditions generally, as may be notified in writing to Legend Members by Exodus Adventure Travels from time-to-time. These could include additional discounts, which are exclusive to Legend Members, that are not available to any other members of the Exodus Clubs. To obtain information of any such discounts or offers, Legend Members should check their emails (if signed up to receive marketing emails from Exodus Adventure Travels) or contact the Customer Operations Team at Exodus Adventure Travels.

28. The Legend Benefit can only be used against the price of your individual booking and is not available to any other passengers travelling in your group. If any other passengers in your booking are members of the Exodus Club, then they can use their applicable benefits that they have accrued under their membership of the Exodus Club.

29. Legend Members are also entitled to an additional one (1) Travel Diary Voucher (as defined in paragraph 31), in the 12-month period following their most recent trip with Exodus Adventure Travels, beyond the one Travel Diary Voucher stated in paragraph 31 and are therefore provided with two (2) Travel Diary Vouchers in such 12-month period.

PART F: TRAVEL DIARIES APP

30. All members of the Exodus Club, regardless of your Membership Tier, shall be provided with a voucher to be used with the Travel Diaries App (https://www.traveldiariesapp.com/en). Use of the Travel Diaries App is operated by Travel Diaries B.V., which is an independent third party.

31. All members are able to access a one-time voucher of £100 which can be used on the Travel Diaries App, towards one (1) photograph book of their trip taken with Exodus Adventure Travels (the "**Travel Diary Voucher**"). The Travel Diary Voucher will be provided in the amount of £100 / US$ 100 / CA $100, depending on your country of residence. The Travel Diary Voucher shall be sent to you via email provided that you have subscribed to receive marketing emails from Exodus Adventure Travels. If you have not opted-in to receive such marketing, you should contact Exodus Adventure Travels by telephone (020 3411 6734) or email (sales@exodus.co.uk) to obtain your Travel Diary Voucher.

32. The Travel Diary Voucher shall be redeemable for a 12-month period following the date of departure of your most recent booking with Exodus Adventure Travels. Following the expiration of this 12-month

period, the Travel Diary Voucher shall automatically expire and no longer be capable of redemption.

33. The Travel Diary Voucher has no cash value and is personal to the member of the Exodus Club. Each Travel Diary Voucher may be redeemed once only. Any unused balance is forfeited and cannot be carried forward, refunded or exchanged for cash. The Travel Diary Voucher is non-transferable and cannot be combined with any other vouchers, discounts or promotions unless otherwise permitted by Travel Diaries B.V. A Travel Diary Voucher may only be applied to one (1) order and multiple Travel Diary Vouchers cannot be applied to any order.

34. The Travel Diary Voucher must only be used for photographs and other content which was taken in respect of your trip taken with Exodus Adventure Travels and cannot be used for any other trip or purpose.

35. Exodus Adventure Travels shall have no liability under this Part F of these Terms and Conditions whatsoever over and above the amount of the Travel Diary Voucher. Any amounts which are, or become, payable with the Travel Diaries App that are over and above the Travel Diary Voucher, are entirely your responsibility. The agreement in respect of any services provided by Travel Diaries B.V. shall remain between you and Travel Diaries B.V. and Exodus Adventure Travels is in no way a party to that agreement. Your use of the Travel Diaries App and Travel Diary Voucher will be subject to any additional terms and conditions imposed by Travel Diaries B.V.

PART G: MISCELLANEOUS

36. Except as expressly allowed in these Terms and Conditions or with written consent, Exodus Club membership, rewards and other Benefits may not be sold, exchanged, bartered, brokered, transferred, purchased, auctioned or given away, including without limitation as part of a domestic relations matter, divorce, inheritance, or otherwise by operation of law.

37. Except where required by law, Benefits have no cash value and do not constitute member property. Accumulation of Benefits does not entitle members to any vested rights with respect to any awards and as an Exodus Cub Member, the only right you acquire in credits or Benefits is the opportunity to surrender them for redemption in accordance with these Terms and Conditions.

38. The Membership Benefits cannot be combined with any other promotion or discount, unless otherwise stated, and is only made available, and can only be used, for bookings which are made directly with Exodus Adventure Travels.

39. Any loyalty discounts off the price of any bookings under these terms and conditions (expressed as a percentage) shall be against the land-only price of your booking plus any economy airfare which is included within your booking. Any upgrades, supplements or additions to your booking, including (but not limited to) flight upgrades, insurance, bike hire, additional excursions, hotel upgrades and single supplements shall be excluded from any discounts, excepting where otherwise stated.

40. It is your responsibility to ensure that you notify your sales representative at the time you make your booking that you wish to use any Benefit. For online bookings you shall be required to confirm that you are a member of the Exodus Club in order to utilise the applicable Membership Benefits. It is not possible to add any of the Membership Benefits to your booking after the booking has been confirmed, or to apply it to any previous bookings upon which you have travelled.

41. You do not need to be the lead passenger for the purpose of accruing any travelled bookings towards your Membership Quota.

42. You do not need to be the lead passenger on the booking in order to utilise the Membership Benefits. However, promotions and discounts will be applied per passenger, and not per booking, and can only be applied to the person(s) in the group who are members of the Exodus Club and have eligible benefits to use under their applicable Membership Benefits.

43. Exodus Adventure Travels is only able to automatically include any trips which were taken in your Membership Quota from 1st January 2008 onwards. If you have travelled on an Exodus Adventure Travels' trip prior to this date, please contact Exodus Adventure Travels. We reserve the right to exclude or disqualify any tours where sufficient evidence (determined in our discretion) is not provided to validate any tours which were taken prior to 1st January 2008.

44. Any loyalty discounts which are included in the Membership Benefits are to be applied against the balance payment of your booking and will appear as a line-item on your invoice. The Membership Benefits will not be

applied against any deposit payments which must be paid in accordance with Exodus Adventure Travels' booking conditions. The booking conditions which apply to your booking vary depending upon which entity of Exodus Adventure Travels that you make your booking with (see paragraph 1).

45. Membership of the Exodus Club and the Membership Benefits are offered at the sole discretion of Exodus Adventure Travels, and Exodus Adventure Travels has the right to terminate discounts or to change any of the benefits offered under these Terms and Conditions, in whole or part, at any time, with or without notice.

46. In addition to the above, we may, at any time in our sole discretion and without notice or any liability to you, (A) modify, suspend or terminate your membership in the Exodus Club; (B) modify, suspend, void or cancel all or a portion of your Benefits; (C) modify, suspend, void or cancel your redemption of Benefits. We may take these actions for the convenience of the Exodus Club, or if there are reasonable grounds for suspecting, in our sole discretion, that (1) you have violated these Terms and Conditions; (2) you have misused or abused the Exodus Club; (3) your account activity or membership status involves or results from fraud, dishonesty, theft, or other illegal or improper means; (4) you knowingly attempt to obtain or maintain more than one Exodus Club account; (5) your membership or participation in the Exodus Club violates any applicable laws, terms or regulations; or (6) our provision of benefits under the Exodus Club violates any applicable laws, terms or regulations.

47. If your membership in the Exodus Club is terminated for any reason, your Exodus Club account will be closed and all Benefits in your Exodus Club account will be cancelled, forfeited, void and no longer available for redemption. If we modify, suspend, void or cancel any or all of your Benefits, such Benefits will be removed.

48. Exodus Adventure Travels is only able to automatically track bookings which are made directly with Exodus Adventure Travels. If you have made bookings for tours that have been made with any travel agents, then it is your travel agent's responsibility to notify us of any bookings to be applied towards your Membership Quota. By doing so, you authorise your travel agent to provide us with your personal details and we cannot be held responsible in any way for any failure of you enjoying any Membership Benefits as a result of any acts, omissions or negligence of your travel agent.

49. Provision of the Exodus Club Materials are subject to availability and are provided at the sole discretion of Exodus Adventure Travels and may be withdrawn at any time and without notice.

PART H: GENERAL

50. If you have questions about the Exodus Club or these Terms and Conditions, or to update your Exodus Club account information, please contact us at:mktg@exodus.co.uk

51. Governing Law. The governing law of these Terms and Conditions and your participation in the Exodus Club shall be dependent upon where you are resident:

    - For UK residents these Terms and Conditions, and your participation in the Exodus Club, are subject to the laws of England and Wales and any disputes arising under these Terms and Conditions (including in respect of non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

    - For US residents these Terms and Conditions, and your participation in the Exodus Club, is governed by and construed in accordance with the domestic laws of the State of Delaware and the federal laws of the United States applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Both you and we hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Wilmington, Delaware in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to the Exodus Club.

    - For Canadian residents these Terms and Conditions and any dispute, action or legal proceedings whatsoever by you shall be governed, without regard to conflict of law principles, by the laws of Ontario, Canada. You agree that any dispute will be submitted to the exclusive jurisdiction of the Courts of the province of Ontario.

SCHEDULE A – ADDITIONAL TERMS FOR US RESIDENTS

A. This Schedule A applies to Exodus Club Members who are resident in the United States of America. In the event of any conflict between the main body of these Terms and Conditions and this Schedule A, the terms of this Schedule A shall prevail.

B. Privacy Policy: Participation in the Exodus Club is subject to the terms and conditions of our privacy policy located at https://www.exodustravels.com/privacy-policy ("**Privacy Policy**"). In addition, by participating in the Exodus Club, we may collect additional personal information from or regarding you. We may also use and share your personal information in the ways described below, in addition to what is described in our Privacy Policy. These Terms and Conditions supplement our Privacy Policy with respect to the use, sharing and processing of the personal information of Exodus Club members. IF YOU DO NOT AGREE TO THESE TERMS, you must elect not to join and/or to withdraw from the Exodus Club. Additional personal information that we collect includes information that you provide when you enroll in the Exodus Club or when you manage your personal profile. During enrollment, we may require that you provide your name, physical address including city, state or province, and country of residence, and e-mail address. When you manage your profile, you have the opportunity to provide additional information. In order to administer the Exodus Club, your personal information may be shared with our parent, affiliate or sister companies ("**Affiliates**"), email service providers and mail houses and marketing companies providing services to such entities to further the purposes of the Exodus Club for their use pursuant to their privacy policies and practices. By remaining a member, you also consent to the transfer of your information to countries we and our Affiliates maintain information processing facilities and business operations, including the United States and other countries where data protection laws may differ from those of your home country. To ensure that your personal information is consistent, accurate and up-to-date, we may also share your information with a third party for the purpose of updating and enhancing the quality and content of the information we maintain about you. As an Exodus Club member, you may receive additional communications from us, including statements, third party news, and member offers. You may change your preferences in regard to the communications that you receive from us by contacting us in the manner described in our Privacy Policy and these Terms and Conditions. We may modify our Privacy Policy and these Terms and Conditions from time to time. Your continued participation in the Exodus Club following the posting of changes will indicate your acceptance of the changes.

C. Subject to Applicable Law: Membership and participation in the Exodus Club is subject to and may be void where prohibited or restricted by applicable law, rule or regulation.

D. Disclaimer of Warranties and Limitation of Liability:

   a. EXODUS OFFERS THE EXODUS CLUB, THE BENEFITS AND ANY OTHER RELATED SERVICES AND PRODUCTS "AS-IS" AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY.

   b. YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL EXODUS, ITS OWNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN WHILE OR IN PART, DIRECTLY OR INDIRECTLY, FROM MEMBERSHIP OR PARTICIPATION IN THE EXODUS CLUB OR USE OF BENEFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, such exclusions may not apply to you. In the event any of the foregoing are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity.

c. Exodus Club Modifications or Termination: We reserve the right at any time, in our sole discretion, with or without notice and without any further liability or obligation, even though changes may affect the value of Benefits already accumulated, to (i) add, modify, delete, change, suspend or terminate ("**Change**") the Exodus Club, in whole or in part; including without limitation any of the rules, procedures, conditions, benefits, awards, earning terms, redemption rules, or award availability (ii) Change these Terms and Conditions, in whole or in part; (iii) Change any Exodus Club offers or Benefits; (iv) Change the ability to earn or redeem Benefits whole or in part; (v) Change the procedures for redeeming Benefits; (vi) Change the ability to accrue Benefits, including but not limited to imposing time limits and changes in Benefit values, in whole or in part; or (vii) assign in whole or in part the Exodus Club to any related or unrelated entity. Upon assignment, the performance of the obligations herein will thereafter be the sole and direct responsibility of that entity. In the event of the termination of the Exodus Club, all awards not redeemed by the termination date of the Exodus Club will be forfeited without compensation or any further obligation or liability, and no redemption of Benefits will be honoured thereafter. In accumulating Benefits and otherwise participating in the Exodus, you may not rely upon the continued availability of the Exodus Club, or any earning, redemption, or other offers made in connection with the Exodus i Club. All offers are available while supplies last, subject to any applicable cancellation policies, and are subject to change and/or revocation without notice. Exodus Club account information is our proprietary information and may be accessed by members only for the purpose of obtaining information regarding their account. We reserve the right to audit or investigate accounts and information at any time without notice to ensure compliance with these Terms and Conditions. During the course of an audit or investigation, information may be shared with parties assisting in such audit or investigation.

E. **YOU HEREBY WAIVE ANY RIGHT (I) TO A TRIAL BY A JURY, OR (II) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. You also waive any and all rights to bring any claim or action related to such matters in any forum beyond two (2) years after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.**

F. **Force Majeure: Our failure to administer the Exodus Club in accordance with these Terms and Conditions because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, including but not limited to the imposition of sanctions, or for any other reason beyond our reasonable control will not be deemed a breach of these Terms and Conditions.**

G. **Entire Agreement/Waiver: These Terms and Conditions and the other terms expressly referenced herein and linked hereto constitute the entire agreement between you and us regarding your participation in the Exodus Club, your opportunity to earn and redeem awards through the Exodus Club, and your entitlement to any other Benefits of the Exodus Club, and supersede all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Terms and Conditions. If we fail to act with respect to your breach or anyone else's breach of these Terms and Conditions on any occasion, we do not waive our right to act with respect to future or similar breaches.**

H. **Severability: If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be void, invalid, contrary to law, or unenforceable for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect.**