

Liv Terms of Use

This website (“site”) is operated by Liv Global LLC (the "Company" or “Liv”) or other affiliated companies throughout the world. When you use this site, you agree to the terms and conditions that follow. If you do not agree to these terms and conditions, you should immediately cease use of this site.

Company Structure

The Company is a privately held company incorporated in the State of Delaware. Throughout this site, the terms “Liv”, “Company”, “we”, “our” and “us” refer to the Company and its related companies.

Purpose of the Site

This site is operated for the purpose of providing general information about the Company. The Company maintains this site as a service to the online community, its customers and consultants. You may download the content only for your personal, non-commercial use. The content may not otherwise be copied and may not be modified. (Please see *Use of Material from this Site* below for additional information).

Use of Material from this Site

This site (including all of its contents) is the property of the Company and is protected by copyright, trademark, and other laws of the United States and other countries. We authorize you to browse through the site and print and download copies of material on the site for your personal, non-commercial use only, so long as you do not remove any copyright or other notices that appear on the material you print or download. You agree that you will not otherwise copy, display, or transmit any material on the site in any manner or medium. You also agree not to modify, sell, broadcast, or distribute any material on the site in any manner or medium, including by uploading the material or otherwise making the material available online.

Trademarks

This site features logos and other trademarks, service marks, and trade names that are the property of, or are licensed to the Company. The site may also include trademarks or service marks of third parties. All these trademarks are the property of their respective owners, and you agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

Links

This site may include links to other sites, some of them operated by other companies affiliated with the Company and some of them operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information

contained therein. We have not reviewed all of the information on other sites and are not responsible for the content of any other sites or any products or services that may be offered through other sites. Third-party sites may contain information with which the Company does or does not agree. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites.

Liv Travel

Member Benefits Terms of Use

1. Liv Travel Member Benefits and the travel booking website(s) are operated by a third party vendor in partnership and for the benefit of Liv (the "Provider").

Liv is an online service for travel, entertainment and related services (the "Service"). This Service is accessible through a personal computer, mobile device or other access device, on Liv website using a communications connection (e.g., Internet service provider or modem and telephone line). As part of the Service, you will be provided with services that may include, without limitation, access to savings, shopping services and security and storage services, as well as other related or discount features which are subject to the terms hereof. Provider may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to:

- a. Restricting the time of availability,
 - b. Restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems),
 - c. Restricting the amount of use permitted,
 - d. Restricting or terminating any User's right to use all or part of the Service, at any time, in Provider's sole discretion and without prior notice or liability.
2. You are responsible for all charges (e.g., phone, Internet service provider or airtime) associated with connecting to the Service. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device necessary to access the Service. You certify that you are an individual (i.e., not a corporation). The Service contains material that is derived in whole or in part from material supplied and owned by Provider, Liv and/or its and their suppliers and licensors. Such material is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based (whether in whole or in part) on, or distribute in any way all or any part of the Service or any material from the Service, including but not limited to code and software ("Material"). You may, however, subject to your compliance with this Agreement, and solely for as long as you are permitted by Provider to access and use the Service, download and upload certain Material from the Service for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general.
3. **Membership Rules and Guidelines**
 - a. Password; Should you select a password that allows you to access the Service, you will be solely responsible for maintaining the confidentiality of the password and your account information, and will be fully responsible for all

activities that occur under your password or account. You agree that you will immediately notify Provider of any unauthorized use of your password or account, or any other breach of security, and that you will log off the Service at the end of each session to prevent fraud on your account by third parties.

- b. Conduct Required for Use of the Service; It is a condition of your use of the Service that you do not:
- i. Allow other users to access and use your secure service access and/or password;
 - ii. Upload any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable information of any kind;
 - iii. Engage in disruptive activities online or use of viruses, bots, worms, Easter eggs, time bombs, spyware, Trojan horses or any other computer code, file, or program that is harmful or invasive or may be or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
 - iv. Upload any information, software or other material that is fraudulent or tortious or that violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes on copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission);
 - v. Post or transmit any information, software or other material that contains a virus or other harmful component;
 - vi. Post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking or cracking;
 - vii. Post, transmit or in any way exploit any information, software or other material for commercial use, except as expressly permitted by Provider and Liv;
 - viii. Resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;
 - ix. Use the Service to collect personally identifying information about users of the Service in violation of the Liv Privacy Policy;
 - x. Disguise a file type to mislead Provider's detection processes;
 - xi. Upload or transmit any information or documentation constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
 - xii. Attempt to gain unauthorized access to other computer systems or networks connected to the Service. You agree that you will not use the Service, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access), for any unlawful purpose.
 - xiii. Provider, at its sole and absolute discretion, shall determine whether

any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section. Except as otherwise expressly permitted by this Agreement or under applicable law, you may not decompile, reverse engineer, disassemble or reduce any portion of the Service to a human-readable form, or attempt to do any of the above.

- c. **Monitoring;** Provider has no obligation to monitor the use of the Service by Members. You acknowledge and agree that Provider reserves the right to, and may from time to time, monitor any and all information uploaded to this Service for operational or other purposes and may share such information with Liv or its affiliated entities. Provider reserves the right at all times to refuse to post, alter or remove any information or materials, in whole or in part. Provider, with sole and absolute discretion, may refuse to post, alter or remove any information or materials, in whole or in part that are objectionable or in violation of this Agreement and may share such information with Liv or its affiliated entities. In addition, Provider reserves the right at all times to disclose any information posted on any portion of the Service as necessary in order to operate the Service, to protect Provider, Liv and its and their parent or subsidiary companies, affiliates and their respective directors, officers, employees and agents and the Service's users, to satisfy any law, regulation or governmental request, or to enforce this Agreement.

4. How Our Service Works

- a. You understand and agree that the Service may include certain communications from Provider, such as service announcements or administrative messages, and that these communications are part of the Liv Service. You will not be able to opt out of receiving these communications or announcements while you remain a Liv Member. You understand and agree that the Liv service is provided "AS-IS" and that Provider assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service. In addition, you must provide and are responsible for all equipment necessary to access the Service. Neither Provider nor Liv will replace any lost or stolen Membership materials, certificates, vouchers or other items received by a Member as part of the Liv Membership.

5. Our Subscription Services

- a. **Credit Card Billing;** When subscribing to the Liv Service, you may be offered automatic monthly renewal. In such event, you agree that immediately prior to the expiration of your subscription, Liv may charge to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information) the Liv subscription renewal fee along with

any applicable tax and any other charges you may incur in connection with your use of the Liv Service. As used in these Terms and Conditions, "billing" shall indicate a charge against your Payment Method. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE THE PAYMENT METHOD YOU PROVIDE.

- b. The Membership fee will be billed at the beginning of your Membership and on each periodic renewal thereafter unless and until you cancel your Membership. All fees, taxes and charges are non-refundable after your applicable cancellation period has expired as described in your Purchase Agreement.
- c. There will be no refunds or credits for partially used periods, unless required by applicable law. Your Membership will automatically renew for successive periodic subscriptions, without prior notice to you, unless and until you cancel your Membership or we terminate it. You may cancel your Membership in the automatic renewal at any time by calling Customer Service at the published Customer Service number(s) and cancellation will be effective at the end of the applicable period during which you notify Liv of your cancellation. You must cancel your Membership before it renews each period in order to avoid billing of the next period's Membership fees to your Payment Method.
- d. Payment method; If you want to use a different Payment Method or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by calling Customer Service or going to the Liv website and editing your Payment Method in your Membership profile. If your Payment Method reaches its expiration date, your continued use of the Membership Service constitutes your authorization for us to continue billing that Payment Method and you remain responsible for any uncollected amounts. If a charge to your credit card is denied for any reason, Provider shall have the right to terminate or suspend your Membership and your access to the Liv Service.
- e. Provider and Liv reserve the right to discontinue any Membership Service at any time, and to cancel your Membership in connection with the discontinuation of the Membership Service. We reserve the right to terminate your account for any reason or no reason.

6. Account Access; Identity Protection

- a. You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device. Users of public or shared computers or unprotected mobile devices should log out at the completion of each visit to the Service. If you find that you are a victim of identity theft and that it involves your Liv account, you should notify customer service immediately. Then you should report this instance to all your credit card issuers, as well as your local law enforcement agency. Provider reserves the right to place any account on hold at any time, with or without notification to the subscriber in order to protect itself and its partners from what it believes to be fraudulent activity. Neither Provider nor Liv are obligated to credit or

discount a Membership for holds placed on the account in connection therewith.

7. **No Resale of Service.** You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.
8. **Disclaimer of Warranties.** PROVIDER HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. PROVIDER, LIV AND ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS DO NOT OPERATE, OR CONTROL IN ANY RESPECT, ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER AND LIV DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. NEITHER PROVIDER NOR LIV WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER PROVIDER NOR LIV WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE. YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE SERVICE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SERVICE, INCLUDING THE INFORMATION, AND FOR MAINTAINING ANY MEANS THAT YOU MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.
9. **Limitation of Liability**

- a. IN NO EVENT SHALL PROVIDER, LIV, AND EACH OF THEIR PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PROMOTERS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, OR WITH REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROVIDER, LIV AND ITS AND THEIR PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PROMOTERS AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER PROVIDER, LIV, ITS AND THEIR PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PROMOTERS AND AGENTS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

10. Indemnification

- a. You agree to defend, indemnify and hold harmless Provider, Liv and each of their parent or subsidiary companies, affiliates and their respective directors, officers, employees, promoters and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or

- accruing from;
- b. Any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;
 - c. Any misrepresentation made by you in connection with your use of the Service;
 - d. Any non-compliance by you with the terms and conditions of this Agreement;
 - e. Claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

11. Termination

Provider and Liv may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Service, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason, including, but not limited to:

- a. Concurrent access of the Service with identical user identification numbers;
- b. Permitting another person or entity to use your user identification number to access the Service;
- c. Any other access or use of the Service except as expressly provided in this Agreement;
- d. Any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the Materials and/or Content contained in, or accessed through, the Service;
- e. Tampering with or alteration of any of the Materials and/or Content contained in, or accessed through, the Service.
- f. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which Provider or Liv may be entitled, at law or in equity.
- g. Upon termination of this Agreement, all rights granted to you will automatically terminate.

12. **Trademarks.** Liv Logo is the property of Liv, and all other trademarks, service marks and trade names used on the Liv website and/or related material are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of Provider and Liv

13. **Child Online Protection Act Notification.** Pursuant to 47 U.S.C. Section 230(d) as amended, Provider hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the America Links Up website, <http://www.netparents.org/parentstips/browsers>

14. **Acceptable Use Policy (AUP)**

- a. By using the Document Registry and Reminder Service component of the Service, you agree to comply with this Acceptable Use Policy and to remain responsible for its users. Provider reserves the right to change or modify the terms of the AUP at any time, effective when posted on the Liv website.
- b. General Prohibitions:
 - i. We prohibit use of the document registration service that is unlawful, harmful, infringes intellectual property rights, or results in the publication of threatening or offensive material, a security risk or a violation of privacy.
- c. Unlawful Activities:
 - i. The Document Registry shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.
- d. Violation of Intellectual Property Rights: The Document Registry shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.
- e. Threatening Material or Content: The Document Registry shall not be used to host, post, transmit, or re-transmit any content or material that harasses or threatens the health or safety of others.
- f. Inappropriate Interaction with Minors: Documents should not violate any applicable laws pertaining to the protection of minors, including, without limitation and when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.
- g. Child Pornography: The Document Registry shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Provider and Liv will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.
- h. Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.
- i. Spam/E-mail or Usenet abuse is prohibited using the email reminder service. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:
 - i. Sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipients;

- ii. Sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- iii. Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail-related materials;
- iv. Sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- v. Sending messages that are harassing or malicious;
- vi. Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any related company or Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

15. **AUP Enforcement and Notice.** Your failure to observe the guidelines set forth in this AUP may result in Provider taking actions anywhere from a warning to a suspension or termination of your Membership.

16. **Special Admonitions for International Use.** Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

17. **Modification to the Terms of Service.** Provider and Liv reserve the right, in their sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service without notice. The Provider may provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Service. Please review this Agreement from time to time so that you will be apprised of any changes. Continued use of the Service by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

Travel Benefits

1. **Flight Insurance.** As a Liv Member, you, your spouse and unmarried dependent children will be automatically insured up to \$200,000 against accidental loss of life, limb, sight, speech or hearing. Full terms and conditions are included upon receipt of the itinerary confirmation.
2. **Check Baggage Fee Reimbursement.** Liv Members are eligible to receive a reimbursement check for up to \$10 per quarter for checked baggage fees paid while traveling via aircraft. In order to receive your reimbursement check, you must meet the following requirements: You must be a current Liv Member through which you received the reimbursement form. Your checked baggage fees must be incurred while you were an active Member of Liv, and you must be a Member on the day that your claim is processed. Mail the Reimbursement Form with your original cash or credit card receipt as proof of costs incurred. All the information above must be completed. Please allow 4 to 6 weeks for receipt of reimbursement check. Offer subject to availability, applicable to fees within the United States only. Reimbursements redeemed for checked baggage fees only. Void where prohibited. Checked Baggage Fees Reimbursement cannot be combined with any other Liv benefit reimbursement.
3. **Travel Assistance.** We provide assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the customer.
4. **Dining, Retail, Recreation & Services Discounts.** Your Membership includes exclusive access to over 300,000 money-saving discounts on products and services nationwide. That includes up to 50% savings at popular stores and restaurants in your neighborhood. Discounts may not be used in conjunction with any other coupon, discount offer or rewards program. Offers may vary, so you should read the complete details of each offer. There is no limit to the amount of discounts that can be taken, but some restrictions apply. Please see each offer for specific terms. The expiration date for each offer is printed on the coupon. The offers are intended for the personal use of the individual purchaser and are not valid with other discount offers unless specifically stated. Offers may not be reproduced and are void where prohibited, taxed or restricted by law.

Neither Provider nor Liv are responsible or liable if any establishment breaches its contract or refuses to accept the discount coupon. Neither Provider nor Liv are liable for bodily injury or property damage resulting from any accident, event or occurrence on, or resulting from the use of the premises of participating businesses. Neither Provider nor Liv are responsible for or warrant the condition of the premises of participating businesses or their safety. Provider and Liv disclaim any and all responsibility or liability for any bodily injury or property damage resulting from the acts or omissions of the participating businesses.

5. **Personal Assistant Concierge Service.** Personal Assistant Concierge Service provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the customer.
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Liv List Experiences Terms of Use

- 1. Cancellation by Performing Artists.** Liv shall not be liable or responsible for failure of any performing artist or musician to appear at an event or to perform under his or her agreement. Further, Liv shall not be liable or responsible for any loss, damage, cost, or expense of any kind to any Member or any other person or entity if such performance is prevented or such loss, damage, cost, or expense is caused by or results directly or indirectly from any act of God, war, fire, collision, directions of underwriters, arrest, order or restraint by any government agency or official acting under color of authority, acts of terrorism, labor disturbances or disputes, civil commotion, weather conditions and considerations of the safety of the vessel (for which Liv shall be the sole judge), breakdowns of or damage to machinery, illness, death of a family member or other cause or circumstance beyond Liv's control. In the event of any failure of contracted artists to perform during the event, Liv, in its sole discretion, may engage a replacement artist or artists, or may change, postpone or terminate all or any part of the event or the entertainment program or change the program or itinerary. In such case, Liv, shall have no liability to any Member for any loss, damage, cost or expense whatsoever by reason of such change.
- 2. Event Cancellation.** In the event of strike, lockouts, riots or stoppage of labor from whatever causes, or for any other reason whatsoever beyond the control of Liv, Liv in its sole discretion may cancel, advance, or postpone any scheduled event and may (but is not obligated to) substitute another event, and Liv shall not be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, or substitution. Under such circumstances, Liv shall have no further liability for damages or compensation of any kind. Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the event, will be determined in accordance with the applicable cancellation policies for such other products or services.
- 3. Right to Change Itinerary.** Liv reserves the right, at any time, to change the itinerary whenever advisable or necessary. In this case, Liv will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the event for any reason or cause whatsoever.
- 4. Safety.** You assume sole responsibility for your own safety. Liv does not guarantee your safety at any time. Liv assumes no responsibility for gathering and/or disseminating any such information.
- 5. Innoculation & Health.** All guests must ensure that they are medically and physically fit for travel. The Centers for Disease Control (CDC) and the World Health Organization (WHO) provide guidelines as to which vaccinations are required in each country. In many cases inoculations are recommended but in some circumstances they are required. We recommend that you check with your health care professional or a Travel Medicine Specialist certified by the WHO for guidance. Other informational

resources can be accessed at the Center for Disease Control and Prevention's Traveler's Health website or toll free at 1-877-FYI-TRIP, and the World Health Organization website.

6. **Members/Passengers with Special Needs.** By booking an event, you warrant that you, and those traveling with you, are physically fit to travel at the time of travel. Access to an event will be denied to any person who will enter her third trimester (twenty-seventh week) of pregnancy by the time of, or during, the event and to infants under four months old. You must notify Liv at the time of booking of any disability or other medical or physical condition that may require special assistance during the event. Your failure to do so will release Liv from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. Liv reserves the right to require that any Member/passenger who is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the event and in case of emergency.

 7. **Refusal of Travel.** Liv expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. Participation in an event may be denied to any person who, in Liv's sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others; or (3) is inadmissible under the laws of any country of debarkation. In addition, Liv reserves the right to refuse passage, or disembark any person whose physical or mental condition or behavior they consider, in their sole discretion, to constitute a risk to the person's own well-being or that of any other person. Liv shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from Liv's decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.
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Liv Media Terms of Use

Liv Media is a member benefit provided by MiMedia, Inc., a Delaware company. Please refer to www.mimedia.com/termsandconditions for additional Terms and Conditions, in use of this benefit.

Accuracy, Completeness and Timeliness of Information on the Site

The Company is not responsible if information that the Company makes available on this site is not accurate, complete or current. We reserve the right to modify the contents of the site at any time, but we have no obligation to update any information on this site. You agree that it is your responsibility to monitor changes to the site.

Notice and Take-Down Procedures & Copyright Agent

If you believe any materials accessible on or from this site infringe your copyright, you may request removal of those materials (or access thereto) from this site by contacting the Company's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Company's agent for copyright issues relating to this site is as follows:

Copyright Agent & Legal Department
Liv Global LLC
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