

USER AGREEMENT – TERMS & CONDITIONS

Agreement between Customer and Ve-Go Mobile Apps, Inc.

*****PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THIS SITE*****

This User Agreement applies to your access and use of the iOS application, the Android application, the mobile application, and the website located at www.ve-go.com (collectively, the “Application”) provided by Ve-Go Mobile Apps, Inc., together with its corporate affiliates (“Ve-Go”, “we”, “our”, or “us”), and any feature, content, tools and services accessible by means of the Application as well as the purchase of accommodation services through the Ve-Go services. The Application and these services shall collectively be referred to as the “Ve-Go Service”. The Ve-Go Service is expressly conditioned on your acceptance of the terms and conditions of this User Agreement. By using the Ve-Go Service, you signify your agreement to these terms and conditions. If you do not agree with any part of these terms and conditions, you may not use the Ve-Go Service. Additionally, Ve-Go may at any time modify this User Agreement and your continued use of the Ve-Go Service shall be conditioned upon the terms and conditions in force at the time of your use.

AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age, at least 18 years, and capacity to create binding legal obligations for any liability you may incur as a result of the use of the Ve-Go Service. If you use the Ve-Go Service, you are responsible for maintaining the confidentiality of your profile account. You agree to accept responsibility for all activities that occur under your profile account. You understand that you are responsible for all uses of the Ve-Go Service by you and those using your profile account. Furthermore, you represent that you will use the Ve-Go Service in accordance with these Terms of Use and that all information supplied by you via the Ve-Go Service is true, accurate, current and complete. You also represent that you will only use the Ve-Go Service to take legitimate hotel related actions or to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act and that you will additionally inform such other persons about the Terms of Use that apply to the actions, reservations or purchases you have made on their behalf, including all rules and restrictions applicable thereto.

OWNERSHIP

The Ve-Go Service, including the mobile application and website, and each of their modules, together with the arrangement and compilation of the content found on such applications and site, are the copyrighted property of Ve-Go and/or its third party suppliers and content providers (“Third Party Suppliers”). Certain data relating to hotel availability may be the copyrighted work of third party information providers. In addition, the trademarks, logos and service marks displayed (collectively, the “Trademarks”) are registered and common law Trademarks of Ve-Go and/or its Third Party Suppliers. No license or right to use any of the Trademarks without the written permission of Ve-Go, or such other party that may own the Trademarks, is granted or should be implied. The Ve-Go Service and the content provided thereby, including text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Ve-Go, and/or its Third Party Suppliers, except that you may download, display and print the materials presented by the Ve-Go Service for your personal, non-commercial use only. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other website, mobile applications or in any environment of networked computers is prohibited. Unauthorized use of the Ve-Go Service

and/or the materials provided thereby may violate applicable copyright, trademark or other intellectual property laws or other laws. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of the Ve-Go Service.

Your mobile device must be connected to the internet for the Ve-Go's mobile applications to function correctly. You are responsible for making all arrangements necessary for your device to have internet connectivity and are responsible for all sums your service provider may charge you arising out of the Ve-Go mobile applications transmitting and receiving data (including but not limited to data roaming charges). As further described in our Privacy Policy, the mobile applications will automatically transfer a small amount of data as part of its normal operation, including how you use the mobile applications, which content you access, and technical errors or problems which the applications may encounter while being used. By using the mobile applications, you acknowledge, agree and consent to the automatic collection of this information.

USE OF THE VE-GO SERVICE

Ve-Go grants you a limited, non-transferable license to access and make personal use of the Ve-Go Service in accordance with the terms and conditions of this User Agreement. You may only use the Ve-Go Service to take legitimate hotel related actions, or to make legitimate reservations or purchases for personal, non-commercial use and shall not use the Ve-Go Service for any other purpose, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. For avoidance of doubt, this license does not include any resale or commercial use of the Ve-Go Service or its contents or any derivative use of the Ve-Go Service or its contents.

Without limiting the foregoing, you may not:

use or authorize or permit any third party to use on your behalf any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, mobile application pages, data or content making a part of the Ve-Go Service, in any case without the prior written consent of Ve-Go; utilize any software, application, or algorithm, whether integrated in a browser or otherwise, that frames, modifies or adds content to the layout, design, or content of any web page, mobile application page, or application making a part of the Ve-Go Service; transmit or otherwise transfer any web pages, mobile application pages, data or content making a part of the Ve-Go Service to any other computer, server, web site, mobile applications, other application or other medium for mass distribution or for use in any commercial enterprise; use any device, software or routine to interfere or attempt to interfere with the proper working of the Ve-Go Service; take any action that imposes a burden or load on the Ve-Go Service's infrastructure that Ve-Go deems in its sole discretion to be unreasonable or disproportionate to the benefits Ve-Go obtains from your use of the Ve-Go Service; or post or transmit via the Ve-Go Service: (a) any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane information or material, (b) any information or material that (i) could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, (ii) infringes the rights of others or violates their privacy or publicity rights, (iii) is protected by copyright, trademark or other proprietary right (unless with the express written permission of the owner of such right), (iv) contains a virus, bug or other harmful item, or (v) is used to unlawfully collude against another person in restraint of trade or competition. In its sole discretion, in addition to any other rights or remedies available to Ve-Go and without any liability whatsoever, Ve-Go at any time and without notice may terminate or restrict your access to the Ve-Go Service. If you have been notified by Ve-Go that you are prohibited from using the Ve-Go Service, then notwithstanding the foregoing you have no license to use the Ve-Go Service and any access by you or on your behalf shall be unauthorized and unlawful. Ve-Go may provide notice under this or any other section of this

agreement via an email sent to the email address contained in your user profile or otherwise used to make a booking via the Ve-Go Service, or in any other reasonable manner. Ve-Go reserves the right to cancel any and all bookings or other transactions you have made using the Ve-Go Service after you have been prohibited from using the Ve-Go Service, with no liability or remedy whatsoever to you. **Please be aware that if your booking, reservation, or account shows signs of fraud, abuse or suspicious activity, Ve-Go may cancel any bookings associated with your name, email address or account, and close any associated Ve-Go accounts. If you have conducted any fraudulent activity, Ve-Go reserves the right to take any necessary legal action and you may be liable for monetary losses to Ve-Go, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact Ve-Go's customer service.**

HOTEL ROOM CHECKIN AND ROOM SELECTION

You also acknowledge that Ve-Go provides you services to facilitate checking in to a hotel and selecting a room corresponding to a specific hotel reservation. You understand that Ve-Go does not guaranty the check in procedure and there may be instances where you have to check in onsite at the hotel notwithstanding your attempt to check in through the Ve-Go Service. You further understand that Ve-Go does not guaranty in all instances that you will receive the room you select using the Ve-Go Service. There may be instances where the room you select will not be available due to simultaneous selection, the unavailability of the room, prior obligations of the hotel, or other reasons rendering the selected room not available. You understand that the sole remedy you have in the event your selected room is not available is the selection of another room consistent with the terms and policies of the specific hotel.

HOTEL RESERVATIONS

You also acknowledge that Ve-Go provides you services to facilitate booking of hotel reservations for a consideration (the "facilitation fee"). The room rate displayed via the Ve-Go Service is the fee charged by the specific hotel and the facilitation fee paid to Ve-Go for its services. You authorize Ve-Go to facilitate the booking of reservations for the total reservation price, which includes the room rate displayed via the Ve-Go Service, plus tax recovery charges, service fees, and where applicable, taxes on the Ve-Go Service. You agree that your credit card will be charged by the relevant hotel or other related entity for the total reservation price. Upon submitting your reservation request you authorize Ve-Go to facilitate hotel reservations on your behalf, including transmitting such request to the applicable hotel reservations system.

You acknowledge that Ve-Go does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc) that hotel suppliers charge for taxes due on the hotel's rental rate for the room. The hotel suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Ve-Go does not act as a co-vendor with the supplier with whom we facilitate our customer's hotel stay arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We are paid service fees by the hotels as compensation in servicing your hotel stay reservation. Service fees retained paid to Ve-Go for their services vary based on the amount and type of hotel reservation. Also, remember that you may incur other charges during your stay that are not payable to us and are not included in the quoted price, such as extra-person or extra-bed charges, resort fees, gratuities, hotel energy surcharges, parking fees, telephone fees, room service, movies, mini-bar, and incidentals.

You may cancel or change your hotel reservation, but you will be charged the cancellation or change fee indicated in

the rules and restrictions for the hotel reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms and Conditions set forth in this Agreement and imposed with respect to your hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that the hotels charge for our services (facilitation fee and/or service fee) in certain jurisdictions. For hotel stays in New York State, but outside of New York City, tax recovery charges, as described above, are collected to cover the taxes due on the rent received by the hotel for the room and there is no local hotel occupancy tax due on our services. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

PAY NOW OR PAY LATER DETAILS

With certain hotels, you may be presented with the option to pay online immediately or to pay later at the hotel itself. If you select the option to pay online immediately, you will be charged the amount in the currency that you select immediately. If you select to pay later at the hotel itself, the hotel will charge you in the local currency of the relevant hotel at the time of your stay. Tax rates and foreign exchange rates could change in the time between booking and stay.

SUBMITTED CONTENT; REVIEW OF TRANSMISSIONS

These terms and conditions apply to any journals, recommendations, reviews, opinions, news articles, directories, guides, text, photographs, illustrations, graphics, logos, audio clips, images, information, data, photographs, software, messages, ideas, comments, questions, or other materials received by Ve-Go from you (collectively "Submitted Content"). Ve-Go shall have the right (but not the obligation) to, from time to time monitor and review Submitted Content and any other information transmitted or received through the Ve-Go Service and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that Ve-Go deems inappropriate or in violation of these terms and conditions. During monitoring, the Submitted Content may be examined, recorded or copied, and your use of the Ve-Go Service constitutes your consent to such monitoring and review. You agree that you are responsible for the Submitted Content, and Ve-Go disclaims any responsibility and assumes no liability with respect to Submitted Content. By providing Submitted Content, you warrant that: (a) you are the owner of such Submitted Content, or have been granted all the rights necessary from the owner thereof to provide such Submitted Content to Ve-Go and for the use by Ve-Go as stated herein, and (b) the use of such Submitted Content by Ve-Go will not infringe the intellectual property rights of or otherwise violate the rights of any third party. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right or any other harm resulting from your use of the Ve-Go Service. You agree that if you provide Submitted Content, you grant Ve-Go a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display, perform, transfer, or sell such Submitted Content in any form, media or technology for any purpose whatsoever, including, without limitation, a commercial purpose, without any compensation to you, and you

waive all moral rights with respect thereto. You further grant Ve-Go the right to pursue at law any person or entity that violates your or Ve-Go's rights in the Submitted Content by a breach of this User Agreement. You agree that you will not publish, submit, provide, or display such Submitted Content to or on any other commercial travel-related web-site, application or online service without Ve-Go's prior written consent, which consent may be withheld by Ve-Go in its sole discretion. Consent may be requested by info@vego.com. You agree that Ve-Go may choose to provide attribution of Submitted Content provided by you (for example, showing your name and hometown on a travel review that you submit) at our sole discretion, and that such Submitted Content may be shared with Ve-Go's Third Party Suppliers, distribution partners, customers and other third parties.

CLAIMS OF COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act of 1998 (as amended, the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Such notice must include:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices and counter-notices with respect to the site should be sent to 215 West Washington Street, #2703, Chicago, IL 60606. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

INTERNATIONAL TRAVEL

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Ve-Go has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking hotel stays at international destinations.

Passport and Visa: You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking. We accept no liability if you are refused entry into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

BY OFFERING HOTEL RELATED PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, VE-

GO DOES NOT REPRESENT OR WARRANT THAT VISITATION TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM VISITATION TO SUCH DESTINATIONS.

CURRENCY CONVERSION

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Ve-Go and/or its Third Party Suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates.

EXCLUSION OF WARRANTIES

NEITHER VE-GO NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKE ANY WARRANTY OF ANY KIND REGARDING THE VE-GO SERVICE AND/OR ANY MATERIALS PROVIDED VIA THE VE-GO SERVICE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VE-GO NOR ANY OF ITS THIRD PARTY SUPPLIERS WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA PROVIDED VIA THE VE-GO SERVICE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER VE-GO NOR ANY OF ITS THIRD PARTY SUPPLIERS WARRANT THAT THIS THE VE-GO SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH VARY FROM STATE TO STATE.

THE VE-GO SERVICE PROVIDES LINKS TO OTHER WEB SITES WHICH SOLELY AS A CONVENIENCE TO YOU AND NOT AS AN ENDORSEMENT BY VE-GO OR ITS THIRD PARTY SUPPLIERS OF THE CONTENTS OF SUCH OTHER WEB SITES OR THE GOODS OR SERVICES PROVIDED THEREON. NEITHER VE-GO NOR ANY THIRD PARTY SUPPLIER SHALL BE RESPONSIBLE FOR THE CONTENT OF ANY OTHER WEB SITES AND MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY OTHER WEB SITES OR THE CONTENTS OR MATERIALS ON SUCH WEB SITES OR THE GOODS OR SERVICES PROVIDED THEREON. IF YOU DECIDE TO ACCESS OTHER WEB SITES, OR TO USE SUCH GOODS OR SERVICES, YOU DO SO AT YOUR OWN RISK.

BY MARKETING HOTEL STAYS TO INTERNATIONAL DESTINATIONS, VE-GO DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

THE PRICE OF THE HOTEL STAY SERVICES WILL BE AS QUOTED ON THE VE-GO SERVICE FROM TIME TO TIME, EXCEPT IN CASES OF OBVIOUS ERROR. PRICES ARE LIABLE TO CHANGE AT ANY TIME, BUT CHANGES WILL NOT AFFECT BOOKINGS ALREADY ACCEPTED. DESPITE VE-GO'S BEST EFFORTS, SOME OF THE TRAVEL SERVICES LISTED ON THE WEBSITE MAY BE INCORRECTLY

PRICED. VE-GO EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS (INCLUDING, WITHOUT LIMITATION, TYPOGRAPHICAL OR DISPLAY ERRORS, INCORRECT THIRD PARTY SUPPLIER INFORMATION, AND CURRENCY CONVERSION MISCALCULATIONS) AND/OR TO CHANGE OR CANCEL PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. THIS RIGHT APPLIES WHETHER OR NOT THE ORDER HAS BEEN CONFIRMED AND/OR YOUR CREDIT CARD CHARGED. IN THE EVENT OF A CORRECTION TO A PENDING RESERVATION, AS YOUR SOLE AND EXCLUSIVE REMEDY WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR, AT YOUR OPTION, WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY. VE-GO IS UNDER NO OBLIGATION TO PROVIDE HOTEL STAY SERVICES TO YOU AT AN INCORRECT (LOWER) PRICE, EVEN AFTER YOU HAVE BEEN SENT CONFIRMATION OF YOUR BOOKING.

LIMITATION OF LIABILITY

VE-GO ASSUMES NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR, ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, OR USE OF, THE VE-GO SERVICE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE VE-GO SERVICE.

IN NO EVENT SHALL VE-GO OR ANY OF ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH (I) ANY USE OF THE VE-GO SERVICE OR CONTENT FOUND THEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING), OR (III) THE PERFORMANCE OR NON-PERFORMANCE BY VE-GO OR ANY OF ITS THIRD PARTY SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, NON-PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

THE THIRD PARTY SUPPLIERS PROVIDING HOTEL STAY OR OTHER SERVICES ON THIS SITE OR MOBILE APPLICATIONS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF VE-GO. VE-GO IS NOT LIABLE FOR THE UNINTENTIONAL OR INTENTIONAL ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTY SUPPLIERS OR AGENTS OF THIRD PARTY SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

VE-GO SHALL HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IF, NOTWITHSTANDING THE FOREGOING, VE-GO OR ANY THIRD PARTY SUPPLIER SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY

CONNECTED WITH ANY OF THE ABOVE DESCRIBED FUNCTIONS OR USES OF THE VE-GO SERVICE OR ITS CONTENT, THE LIABILITY OF VE-GO AND THE THIRD PARTY SUPPLIERS SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID TO VE-GO IN CONNECTION THEREWITH. SOME STATES OR JURISDICTIONS, TO THE EXTENT THEIR LAW MIGHT BE DEEMED TO APPLY NOTWITHSTANDING THE SELECTION OF TEXAS AS DESCRIBED BELOW, DO NOT ALLOW LIMITATION OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend and indemnify Ve-Go and any Third Party Suppliers and its and their respective owners, officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the Ve-Go Service (including without limitation any violation by you of these terms and conditions, any law or the rights of a third party).

RESOLUTION OF DISPUTES

This User Agreement and its performance shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. If a dispute does arise between you and Ve-Go, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Ve-Go agree that we shall resolve any action, claim or controversy at law or equity (a "Claim") that arises out of your use of the Ve-Go Service, this User Agreement, or the parties' relationship in connection with the Ve-Go Service or this User Agreement in accordance with one of the subsections below or as otherwise mutually agreed by the parties in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by contacting info@vego.com, since most customer concerns can be resolved quickly and satisfactorily in this manner.

Submission to Jurisdiction in Texas - You agree that unless otherwise mutually agreed by the parties in writing or as described in the Mandatory Arbitration subsection below, any Claims shall be brought in the state or federal courts located in Nueces County, the State of Texas, United States of America. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.

Mandatory Arbitration - Any Claim where the total amount in controversy is less than US\$10,000, shall be resolved via binding, non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. AAA and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall be conducted by an arbitrator in Nueces County, Texas who is approved or otherwise affiliated with the AAA; (c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties in writing; (d) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; (e) unless otherwise mutually agreed by the parties in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding; and (f) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If subparagraph (e) above is found to be unenforceable, then the entirety of this Mandatory Arbitration provision shall be null and void. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS USER AGREEMENT, YOU AND VE-GO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT**

TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.

Improperly Filed Claims - All Claims you bring against Ve-Go must be resolved in accordance with this Resolution of Disputes Section. All Claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed and void. Should you file a Claim contrary to the Resolution of Disputes Section, Ve-Go may recover attorneys' fees and costs up to \$1,000, provided that Ve-Go has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

BANK AND CREDIT CARD FEES

Some banks and credit cards impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked using the Ve-Go Service. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company, since Ve-Go may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

ATTORNEY'S FEES

If Ve-Go takes any action to enforce this User Agreement, and such Claim is not resolved pursuant to the Mandatory Arbitration provision under RESOLUTION OF DISPUTES, above, Ve-Go will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and any costs of litigation, in addition to any other relief, at law or in equity, to which Ve-Go may be entitled. Moreover, you agree that Ve-Go may debit your credit or debit card or charge you for any such amounts.

INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of this User Agreement will cause such damage to Ve-Go as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Ve-Go shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

PRIVACY

You have read the Ve-Go Privacy Policy, the terms of which are incorporated herein, and you agree that the terms of such policy are reasonable. You consent to the use of your personal information by Ve-Go and/or its Third Party Suppliers in accordance with the terms of and for the purposes set forth in the Ve-Go Privacy Policy.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions of Ve-Go and/or its Third Party Suppliers may apply to reservations, purchases of goods and services and other uses of the Ve-Go Service. You agree to abide by any such additional terms and conditions and you understand that if you violate any such terms and conditions, it may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any amounts paid for such reservation(s). Ve-Go may debit your credit or debit card account or charge you for any costs

we incur as a result of such violation. You acknowledge that some Third Party Suppliers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer.

MISCELLANEOUS

The relationship between Ve-Go and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein. This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available through the Ve-Go Service.

APPLE DEVICES

If you are using the Ve-Go mobile application on an Apple device (e.g. iPhone, iPod, iPad) then in addition to the above Terms of Use you also agree as follows:

1. you acknowledge that the Terms of Use are between us and you only, and not with Apple Inc. of One Infinite Loop, Cupertino, California 95014, U.S.A. (“Apple”);
2. the license granted to you to use the mobile application is limited to a non-transferable license to use the mobile application on an Apple mobile operating system (iOS) product that you own or control;
3. you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
4. in the event of any failure of the mobile application to conform to any applicable warranty you may notify Apple, and Apple will refund the purchase price (if any) for the mobile application to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application;
5. you acknowledge that we, not Apple, are responsible for addressing any claims of yours or any third party relating to the mobile application;
6. you acknowledge that, in the event of any third party claim that the mobile application or your possession and use of that application infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
7. you represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country and you are not listed on any U.S. Government list of prohibited or restricted parties; and
8. you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Terms of Use, and that, upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

Thank you for using Ve-Go Service!

Last Revised October 25, 2013