



Trips 4 Trade
Outdoors • Adventure • Vacation • Sports

Member Trade Agreement

Congratulations on agreeing to trade your trips via Trips4Trade! We hope that each of you will be completely satisfied with your experience. To help make sure that happens, we want to ensure that you understand and agree to certain expectations that you each have of one another and that Trips4Trade, LLC (“T4T”) has of each of you. The persons trading trips are referred to as “Trade Partners.” By agreeing to exchange your trips via T4T, you agree to the following:

Trade Partners’ Obligations to Each Other

- Both trips must be completed within the time range agreed upon by the Trade Partners but no later than two years from the date of the trade. This is to ensure a mutually satisfactory and timely trade.
- Both Trade Partners must use their best efforts to actively attempt to set firm dates for the trips.
- Both Trade Partners must be responsive to reasonable inquiries from the other about setting trip dates, details regarding logistics for planning the trip, directions to the location of the trip, and other matters related to the execution of the agreed upon trade.
- If one Trade Partner can no longer complete the trade after an agreement has been made, but before either Trade Partner goes on their trip, then the Trade Partner that cannot complete the trade must immediately notify the other Trade Partner and reimburse for any non-refundable expenses they have incurred related to the trip such as non-refundable transportation and lodging costs.
- Both Trade Partners must truthfully and accurately describe their offering and have full rights to offer it to other individuals.
- Each Trade Partner shall be responsible for their own compliance with all national, federal, state, and local laws and regulations applicable to the trip they provide and any activities associated with it.
- Both Trade Partners must agree to pay the other for any property damage or personal injury they cause on the trip. Each Trade Partner shall indemnify, defend and hold the other Trade Partner harmless from and against any claim, demand, action, loss, cost, damage and expense (including reasonable attorneys’ fees and expenses) arising out of or based upon any property damage, personal injury or death where the indemnifying Trade Partner is alleged to have caused or contributed to the damage, injury or death, except to the extent the alleged injuries, damages or death were caused by the negligence, wanton, or willful conduct by the indemnified Trade Partner.
- Both Trade Partners agree that if one Trade Partner reasonably feels threatened or unsafe by the actions, conduct or behavior of the other Trade Partner, then the threatening party is subject to having their access to the T4T service revoked. The party who was threatened will therefore be released from the trade obligation.



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Trade Partners' Relationship with T4T

T4T is excited to serve as an online portal to provide you with opportunities to trade your trips and experiences; however, T4T is not ultimately responsible and does not guarantee a successful and satisfactory trip. As such, each Trade Partner acknowledges and agrees as follows:

- T4T is not a seller of the items or trips; T4T is not an advertiser of any of the items listed on the trips4trade.com internet website (the "Site").
- The Site provides only the venue for Trade Partners who are approved registered users to privately transact for the trade of trips, guide services, lodging, hosting, and other related items and services.
- T4T is not a party to the transactions between the Trade Partners but merely a facilitator providing an easy, accessible, and efficient means for trade partners to find each other and arrange their own trade transactions.
- T4T is in no way responsible for your satisfaction of the trade.
- T4T is not involved in the actual transaction or transfer of Items between Trade Partners. T4T recommends that each Trade Partner take reasonable precautionary measures when communicating with other Trade Partners and entering into any transaction.
- T4T makes no representation as to the truthfulness of other Trade Partners on this Site. We recommend that you take reasonable precautionary measures to determine another Trade Partner's age, identity, location, and authority to enter into contracts.
- T4T makes no representation that any Trade Partner will complete the transfer of the Item or deliver the Item to the buyer; nor that a User has truthfully and accurately described an Item posted on the Site; or that the transfer of an Item complies with applicable legal requirements for the transaction.
- Although T4T may provide references to relevant laws, nothing on the Site is meant to constitute legal advice. You should check with your state's Attorney General Office to ensure you are in full compliance with legal requirements. If you are unsure about proper compliance, seek the assistance of a licensed and qualified attorney.
- T4T does not transfer legal ownership of Items from the seller to the buyer, and nothing in this Agreement shall modify the governing provisions of applicable law under which legal ownership of an item is transferred upon physical delivery of the item. Unless the Trade Partners agree otherwise, each Trade Partner will become the Item's lawful owner upon physical receipt of the Item, in accordance with governing law cited above.



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Usage of the Site

The Site is intended for its registered users to transact the trade of outdoor trips and experiences, not for the sale, barter, or exchange of unlawful items or the conduct of unlawful activity. Therefore, each Trade Partner represents, warrants, and covenants to T4T that:

- You are entering into all agreements and transactions on the Site only for your own account and not for the benefit of any third party.
- You have the legal right to enter into transactions for Items on this Site.
- You will not use the Site to engage in fraudulent conduct or the sale or exchange of illegal, counterfeit or stolen Items.
- You will not use the Site to infringe any parties' copyright patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

Limitation of Liability and Claims

T4T cannot be responsible for anything that happens during the Trade Partners' trips. Accordingly both Trade Partners agree as follows.

- EACH TRADE PARTNER AGREES THAT THEIR USE OF THE SITE AND THEIR EXCHANGE OF TRIPS ARE ENTIRELY AT THEIR OWN RESPECTIVE RISK. THE SITE AND SERVICES, INCLUDING ALL CONTENT, ITEMS, LISTINGS, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTIONS WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE.
- T4T MAKES NO ENDORSEMENT OR WARRANTY REGARDING ANY TRIPS, GOODS, OR SERVICES POSTED ON THE SITE OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. T4T EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY



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MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER OF THE SITE.

- Both Trade Partners shall jointly and severally indemnify, defend and hold T4T harmless from and against any claim, demand, action, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or based upon any property damage, personal injury or death occurring on or associated with the trips or Items exchanged by the Trade Partners. T4T is in no way liable or responsible for any injuries or damage that may occur with respect to the trips or Items, and the Trade Partners hereby irrevocably waive any release to any and all claim, demand, action, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or based upon any property damage, personal injury or death occurring on or associated with the trips or Items exchanged by the Trade Partners.

Arbitration.

Both Trade Partners agree that if they believe they have any legal claim against T4T that any such claim must be resolved in a private arbitration procedure and not in a court or jury trial as follows.

- **General.** Any controversy or claim arising out of or relating to this Agreement or the negotiation, existence, validity, breach, or termination thereof, whether during or after its term, shall be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as modified or supplemented under this Article. All parties waive their right to a jury trial with respect to any claim they may have against T4T.
- **Proceeding.** To initiate arbitration, either party will file the appropriate notice at the Regional Office of the AAA in Atlanta, Georgia. The arbitration proceeding will take place in Tuscaloosa, Alabama. The arbitration panel will consist of three arbitrators, one arbitrator appointed by each party and a third neutral arbitrator appointed by the two arbitrators designated by the parties. Any communication between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrators will be empowered, at either party's request, to grant injunctive relief.
- **Award.** The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or plead to the arbitrators. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deduction, or offset and (ii) include interest from the date of that the award is rendered until it is fully paid, computed at the rate of the LIBOR rate quoted on the date the award is rendered, plus 5%. Judgment upon the arbitral award may be entered in any court that has personal jurisdiction over the judgment debtor. Any additional costs, fees, or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.
- **Legal Action.** Nothing in this Article will prevent a party from seeking interim, preliminary, emergency, or permanent injunctive relief against the other party.

Miscellaneous

- **Force Majeure.** No party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, provided notice is given to the other party as soon as is reasonably practicable. Force Majeure events shall include, without limitation, strikes, riots, wars (whether or not declared), civil disobedience, terrorism, fire, acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction



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in the matter. All such Force Majeure conditions preventing performance shall entitle the party hindered in the performance of its obligations hereunder to an extension of the date of delivery of their performance by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the parties may agree in writing.

- **Severability.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid and unenforceable under applicable law, that provision will be excised and the remaining provisions of this Agreement will be interpreted in a manner best calculated to reasonably effect the intent of the parties.
- **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. The terms contained in this Agreement shall supersede any conflicting terms contained in any purchase order, verbal or written communication, invoice or other document used or submitted by either party in connection with the transactions covered by this Agreement.
- **No Waiver.** A delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement will not be considered a waiver of such right, and will not prevent that party from asserting its rights concerning the same or another subsequent breach of this Agreement. No waiver will constitute a continuing or subsequent waiver.
- **Binding in Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their parent entities, subsidiaries, affiliates, successors, and permitted assigns.
- **Headings.** The section and paragraph headings of this Agreement are inserted for convenience of reference only and shall not be construed to affect the meaning or interpretation of this Agreement.
- **Electronic Signature.** When you click on "I Accept," you submit your electronic acceptance of this Agreement. Your electronic acceptance constitutes your acknowledgement and acceptance of all terms and conditions of this Agreement and will have the same legal force and effect as if you had physically signed this Agreement. You agree to the admissibility of computer records and electronic evidence in any dispute under this Agreement.
- **Venue and Jurisdiction.** T4T is located in the State of Alabama. So if any Trade Partner wishes to commence a lawsuit or other legal claim against T4T the laws of the State of Alabama, without reference to its conflicts of laws principles or any other rule of law that may prohibit the laws of the State of Alabama being applied to this Agreement, shall govern the validity of this Agreement, the construction and enforcement of its terms, the interpretation of the rights and duties of the parties and all other matters relating to this Agreement. Moreover, subject to the parties' agreement to arbitrate all claims herein, regardless of any place to which any of the parties may move and maintain residence, legal domicile, or situs at any time, each agrees, to the maximum extent permitted by law, that any action based on this Agreement shall be filed exclusively in the courts for the Sixth Judicial Circuit of the State of Alabama, Tuscaloosa County, or the United States District Court for the Northern District of Alabama, Western Division. Every party hereby irrevocably consents to the jurisdiction of such courts and waives any jurisdictional defenses that each may have to the institution of such an action in court.