

TLX Anniversary Trip Program Terms and Conditions

Effective Date: June 1, 2022

1 Program:

The TLX Anniversary Trip Program ("Program") is operated by Phylia Inc. dba TLX ("TLX" or "Company"). Program Members will be rewarded for their loyalty with the opportunity to enjoy an Anniversary Trip Award subject to these Terms and Conditions and the booking terms applicable to any such Anniversary Trip.

2 Eligibility:

Individuals who enroll or have already enrolled as a TLX Member are eligible to participate in the Program.

3 Enrollment in the Program:

- 3.1. TLX Members must accept these Terms and Conditions to enroll in the Program.
- 3.2. To earn an Anniversary Trip Award, a Program Member must maintain an active TLX Membership for twelve (12) consecutive months ("Qualifying Period"). A Program Member is eligible to earn one Anniversary Trip in a twelve (12) month period. The Anniversary Trip is awarded on the twelve (12) month anniversary of enrollment in the Program and on each subsequent twelve (12) month anniversary of enrollment (each an "Award Date"). Each twelve (12) month period is a Qualifying Period for the Anniversary Trip awarded at the end of that Qualifying Period.
- 3.3. If a Member has a monthly TLX Membership fee unpaid, refunded or a chargeback occurs for any reason, the Company has the right to restart the applicable Qualifying Period and reset active Membership months credited for the Program at zero.
- 3.4. The Company may but is not obligated to allow a thirty (30) day grace period when a monthly TLX Membership fee is unpaid, refunded or charged back but will not permit more than one thirty (30) day grace period in any twelve (12) month Qualifying Period.
- 3.5. The Company reserves the right at any time to limit Program enrollment.
- 3.6. The Company may discontinue a Member's membership in the Anniversary Trip Program and may cancel any future booked travel if the Member cancels their TLX Membership.

4 Booking your Anniversary Trip:

- 4.1. All Anniversary Trip bookings are made subject to the terms and conditions of the TLX Membership and its partner suppliers' and vendors' booking terms and conditions and availability.
- 4.2. All travel on an Anniversary Trip must be booked and travel completed within twelve (12) calendar months of the Anniversary Trip Award Date.
- 4.3. Anniversary Trips may be offered at various locations subject to availability and unless otherwise stated on booking do not include meals, local taxes or fees, flights from or to your departure airport or hotel transfers.
- 4.4. Anniversary Trips are awarded to a TLX Membership ID and must be booked only by the named lead individual on a TLX Membership ID.
- 4.5. Anniversary Trips may not be transferred, sold or gifted.
- 4.6. The lead individual named on the TLX Member account that is awarded the Anniversary Trip must be present at check in to the accommodation provided on the Anniversary Trip and must be an active TLX Member in good standing at check in and for the duration of the Anniversary Trip.
- 4.7. Anniversary Trips are normally 4 day/3 night trips for two adults based on accommodation in a standard hotel room with double occupancy.

5 Cancellation:

- 5.1. TLX will use its best efforts to provide reasonable notice of cancellation of an Anniversary Trip. If an Anniversary Trip is cancelled by TLX, TLX may offer an alternative Anniversary Trip of equivalent standard and value but is not responsible for any additional costs incurred by the Member as a result of the cancellation.
- 5.2. If the Member cancels their Anniversary Trip TLX is not obligated to provide an alternative Anniversary Trip.
- 5.3. Members are advised to consider travel insurance to cover any additional costs that may be incurred.
- 5.4. There is no cash alternative to the Anniversary Trip.

6 Limitation of Liability:

NEITHER THE COMPANY, NOR ITS AFFILIATES, PARTNERS, AGENTS, OR THE ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY,

TRAVEL CANCELLATION, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO (I) THESE TERMS OF AGREEMENT; (II) THE PROGRAM; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF YOUR MEMBER ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM; OR (VI) THE, REDEMPTION OR BOOKING OR USE OF ANY AWARD.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE COMPANY OR ITS AFFILIATES OR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

7. No Warranty:

THE PROGRAM IS PROVIDED "AS-IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM.

8. The Program May Be Suspended, Changed or Terminated:

- 8.1. TLX reserves the right, at its sole discretion, to suspend, change or terminate the Program, in whole or in part; to modify, limit or suspend the booking of Anniversary Trips in any respect; or to modify or change award procedures or to modify or change the location, accommodations or dates of any Anniversary Trip.
- 8.2. The Program will start on June 1, 2022.
- 8.3. Members should not rely upon the continued availability of the Program, or any earning or redemption of Awards, or other offers made in connection with the Program.

9. Force Majeure:

In the event TLX is unable to perform its obligations under these Terms and Conditions because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, TLX party shall not be liable for damages to the Member for any damages resulting from such failure to perform or otherwise from such causes.

10. General:

- 10.1. The Company's failure to enforce a particular term or requirement does not constitute a waiver of that term or requirement by the Company.
- 10.2. All questions or disputes regarding eligibility for the Program will be resolved by the Company at its sole discretion.
- 10.3. From time to time, the Company may offer special benefits to those Members who achieve certain milestones within the Program, such special benefits determined and provided at the sole discretion of the Company.
- 10.4. The determination of tax liability arising out of the award of an Anniversary Trip shall be the sole responsibility of the Member. Members should consult their tax advisor with any questions.
- 10.5. As a condition of participating in this Program, you agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Las Vegas, Nevada; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to seek recovery for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Agreement, or the rights and obligations of you and Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

If you have any questions regarding the Anniversary Trip Program contact support@im.academy