

## MEMBERSHIP APPLICATION FORM South Africa

## **Customer Information**

Enroller Name

FULL NAME (LAST, FIRST, MIDDLE)		DATE OF BIRTH (MM/DD/YY) (MUST BE 18)				
LAST	AST		MI. (MM/DD/YY)		YY)	
ADDRESS (NO P.O. BOX)			ADDRESS 2			
CITY		STATE		POSTAL CODE		
HOME	MOBILE			EMAIL (REQUIRED)		
Product Selection						
DreamTrips Gold Member	•		th*			
* Monthly Membership Fees are automatically charged to payment information on file. First month's Fees are charged at the time of purchase. Members may change payment information on file at any time.  ** All prices shown are inclusive of Value Added Tax ("VAT") at 15%.						
**Please Choose ONE Form of Payment.						
Credit						
IPAYOUT/EWALLET: YOU WILL RECEIVE AN EMAIL TO ACTIVATE AND FUND YOUR IPAYOUT / EWALLET ACCOUNT AND COMPLETE YOUR ENROLLMENT						
CARD TYPE MASTERCARD VISA VISA MEX MEX						
NAME ON CARD CREDIT CARD #						
EXPIRATION DATE	3- OR 4-DIGIT SECURIT	Y CODE	BILLING ADDRESS			
MM/YY						
CITY		STATE			ZIP	
Have you ever been a DreamTrips Membe	er? Yes / No. If "Yes", pleas	se provide date of last acti	ivity:Mc	onth	_Year Previous ID No.	
identified above, for all orders selected written notification to WorldVentures we this transaction at any time prior to mic WorldVentures 14 days refund policy on the I confirm that I have read and agree and my email address, telephone or mobile	above, and certify that I vithin 5 business days or Inight on the 7th busine the reverse of this Applic d consent to have my promber, I agree that W	am an authorized user of f monthly billing date or ess day after the date of tation. ersonal information dealt orldVentures may email,	f the credit card or eWallet as otherwise provided in this transaction (see notice t with in accordance with 9 call, fax or send me text r	account. This the Terms and of cancellation Section 24 of messages at the	authorization is to red Conditions on the on below). After the of the Terms and Condition contact particular	to charge my credit card or eWallet account emain in full force and effect unless I provide reverse of this Application. You may cancel cancellation period you are protected by the itions. If I have provided WorldVentures with is provided by me in order to update me on
offers, promotions, news-related messages, and to solicit for the sale and purchase of WorldVentures products, sales aids, and services.						
If I want to opt out of receiving such update   Phone Call   Fax   SMS	ates by one or more mod  Email	es of communication, I ha	ave indicated this by ticking	j tne reievant k	ooxes below. Please D	o Not Contact Me/Us Via:-
	Linaii					DATE
APPLICANT'S SIGNATURE						DATE
NOTICE OF CANCELLATION						
	VRITTEN NOTICE OR SENI	D A TELEGRAM TO: Worl	dVentures, address at Suite	105, First Flo		DELIVER A SIGNED AND DATED COPY OF THIS nction, Corner Beyers Naude and Judges Ave,
I HEREBY CANCEL THIS TRANSACTION.						
SIGNATURE						DATE
INTERNAL USE ONLY						

Enroller ID# or Username

## Membership Terms and Conditions

These Terms and Conditions set out the basis on which a Member may participate in the WorldVentures DreamTrips travel club program at the level of Benefits selected and use his or her WorldVentures DreamTrips Membership. The following provisions govern the ownership and use of Membership:

Definitions: The following terms when used in this agreement have the following meanings; "Affiliate" means: a third party with whom WorldVentures has entered into a contract wherein the third party provides Benefits to Members of the closed-user group program operated by WorldVentures.
"Benefits" means: access to the various special products and services made available to Members,

which Benefits shall be as published on the DreamTrips website. Benefits may vary by level of Membership selected. Benefits may include travel commissions, preferred rates, net rates, special offers, exclusive product and/or pricing and such other products and services as WorldVentures shall in its sole discretion offer from time to time.

"Initial Membership Fee" means: the one-time payment due on application to become a Member. "Member" means: a person who has been accepted by WorldVentures as a member and who has paid the Initial Membership Fee and continues to pay the Monthly Membership Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Monthly

Membership Fee when due.
"Membership" means: participation in the closed-user group which entitles the Member to access all of

the Benefits offered from time to time by WorldVentures through the Membership program. "Membership Application" means: this paper Membership Application Form and application process.

"Monthly Membership Fee" means: the monthly payment made by a Member to maintain Membership in the program.

"Membership Level" means: the level of Benefits selected by the Member

"Web Site" means: the DreamTrips website, www.dreamtrips.com or sub domains of that Web Site and any other web sites including subdomains through which WorldVentures may offer access to Program Benefits from time to time.

"WorldVentures or We" means: WorldVentures Marketing South Africa (Pty) Ltd, a limited liability company registered in South Africa.

For the purpose of these terms and conditions we may refer to DreamTrips Gold or DreamTrips Platinum Memberships collectively and in the alternative as the "Program".

- 1. To become a Member of the Program you must be 18 years of age or older and reside in South Africa.
- 2. WorldVentures may refuse to accept any Membership Application in its sole discretion.

  3. Membership in the Program becomes effective only when the Membership Application is accepted by WorldVentures, the Initial Membership Fee and the first Monthly Membership Fee is paid and received by WorldVentures, and on your first visit to the Web Site you have accepted the Terms and Conditions of Membership. Continued Membership is at all times after acceptance conditional upon payment by you of the Monthly Membership Fee.
- 4. If paying by credit or debit card or eWallet you warrant that the credit or debit card or eWallet account used to make payment is held in your name or that you are an authorized user of the card or account. You authorize WorldVentures to charge your credit or debit card or eWallet accounts identified in your Membership Application, or advised to WorldVentures from time to time, with the Initial Membership Fee and the Monthly Membership Fee. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Initial Membership Fee and the recurring Monthly Membership Fee until the Membership is cancelled by notice in writing in accordance with these Terms
- 5. Your Membership will remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to WorldVentures by certified mail to registered address at 2nd Floor, The Pavillion, Wanderers Office Park, 52 Corlett Drive, Illovo, Gauteng 2196 or postal address at PO Box 78662, Sandton, Gauteng 2146 or by email to <a href="mailto:support@worldventures.com">support@worldventures.com</a> or (ii) terminated by WorldVentures by sending in writing, notice of cancellation of your Membership to you by registered mail at the address held on file by WorldVentures for you or by email to the email address held on file for you at the date of the notice (Notice to WorldVentures must include your signature, printed name, address, and Member Identification Number). Your Membership will also be terminated immediately if you stop payment of the Monthly Membership Fee or if any of the information provided by you on your Membership Application is found to be false, inaccurate or fraudulent. Notice of cancellation must be received by WorldVentures at least five (5) business days prior to the scheduled charging date of your payment account. If a cancellation notice is received fewer than five (5) business days prior to the scheduled charging date, cancellation will become effective in the month following the month in which use of the Benefits of Membership and access to the Web Site with effect from the next scheduled payment charging date. You may cancel your Membership without penalty or obligation, within seven (7) business days from the date of your application to become a Member. After the cancellation period (/) business days from the date of your application to become a Member. After the cancellation period set out above you may still cancel your Membership provided it is within fourten (14) days of your application to become a Member and receive a full refund of the amount paid to WorldVentures in connection with your Membership in accordance with WorldVentures refund policy. If you cancel your Membership after booking a DreamTrip or other travel using your Membership, WorldVentures may choose to cancel your travel and to refund the cost already paid. If WorldVentures chooses to make a refund to you it shall not be responsible for any other costs incurred by you in connection with the cancellation of your booking.
- 6. WorldVentures supplies certain Benefits itself and/or through associated entities but also contracts with various Affiliates to provide Benefits to Members, which Benefits will change from time to time. WorldVentures will at all times provide updated information as to Benefits available via its Website and by notice to Members. You acknowledge that all post sale customer service support may be rendered in English by WorldVentures or its Affiliates.
- 7. Benefits may be booked and used by any Member and by one (1) adult aged 18 or older who resides in the same household as the booking Member including a spouse, civil or other partner. A maximum of two (2) adults aged 18 or older may travel on a DreamTrip per booking provided at least one (1) adult on the booking is a Member or is an adult aged 18 or older who resides in the same household as the Member. A Membership may only be held in the name of an individual person. WorldVentures does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business
- 8. Members may take dependent children on DreamTrips by paying the company designated trip charge. Children may be charged an additional Dependent Child Fee (DCF), which is particular to each DreamTrip and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in school and 18 years of age or under. Those children who are over the age of 18, un-married, residing with their parent(s) or legal guardian(s), and attending school (up to the age of 25) are also considered dependent children. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal guardian(s) is a dependent child. Additional rooms for dependent children under the age of 18 years not sharing accommodation with adult guests can be requested but are not guaranteed to be available and will be subject to additional charges which may vary.
- 9. You agree that it is your responsibility to choose which Benefits you use and or DreamTrips or other travel you purchase and that not electing to participate in all or any of the Benefits offered does not constitute a breach of this agreement. You further agree that, except in accordance with these Terms and Conditions, you will not be eligible for a full or partial refund of your Initial Membership Fee and Monthly Membership Fees as a result of your non-use of any of the Benefits of the Program. Benefits available may vary by level of Membership selected and may be varied and or replaced by alternative Benefits at any time in the sole discretion of WorldVentures. A Member who has paid all Monthly Membership Fees may at any time choose to upgrade or downgrade his or her level of Membership in accordance with the applicable upgrade or downgrade terms and conditions in force at the date of upgrade or downgrade with effect from the next scheduled charging date.

  10. You agree that due to the inherently limited inventory in the travel industry, the availability of specific
- travel services
- or features such as room upgrade or amenities is not guaranteed and may be subject to limits on availability or price

which may vary. You further agree that WorldVentures will make every available opportunity to offer you the best possible price but that prices may increase above the initially published price due to limited inventory availability. DreamTrips and other travel are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by an Affiliates such as minimum or maximum age requirements, travel insurance and visa requirements. It is your responsibility to ensure that you are able to comply with the booking terms including any such restriction or requirements before booking. WorldVentures will not be responsible for your failure to comply with

- any restrictions or requirements, where you have been advised of these on or prior to booking.

  11. Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose any of your rights or obligations without the prior written consent of WorldVentures. WorldVentures may transfer, assign, charge, sub-contract or otherwise dispose of any of its rights or obligations arising under these Terms and Conditions, at any time during the term of the Membership without notice to the Member. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held.

  12. These Terms and Conditions must be read in conjunction with the terms and restrictions unique to
- each Affiliate and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Affiliate supplying such products or services to the Member.
- 13. All materials, information, software, products, and services included on or available through the Web Site (the "content") are provided "AS IS" and "AS AVAILABLE" for your use. The content is provided
- without warranties of any kind, either express or implied.

  14. Under no circumstances will WorldVentures, their affiliates, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, or the employees, agents, officers or directors of the foregoing parties (collectively, the "covered parties") be liable for any direct, indirect, punitive, incidental, special or consequential damages that result from: (1) the use of, or inability to use, the Web Site; (2) any inaccuracy, error, delay in or omission of, any information, or the transmission or delivery of any information; (3) any negligent or reckless act or omission; or (4) any force majeure event. In no event shall any of the covered parties' liability for damages to a Member exceed the Initial and Monthly Membership Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.
- 15. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions shall be resolved exclusively by the competent court of South Africa.
- 16. These Terms and Conditions will be governed by and construed in accordance with the laws of
- 17. We grant you only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Web Site necessary to access, explore and otherwise use the Web Site in real time and to use the materials and the Benefits of the Program on the Web Site in a manner consistent with these Terms and Conditions.
- 18. Any software that is made available to download from the Web Site (the "Software") is the copyrighted work of WorldVentures, its subsidiary, associate or affiliated entities and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Web Site.

  19. Without limiting the foregoing, copying or reproduction of the Software or of the Web Site content to
- any other server or location for further reproduction or redistribution is expressly prohibited.

  20. You will not use, disseminate or reproduce any WorldVentures trademarks, copyrights or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration or any other advertising and or marketing outlet without the expressed written consent from the WorldVentures Compliance Department.
  21. You will not use the Web Site for any purpose that is unlawful or prohibited by these Terms and
- Conditions, and you agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to WorldVentures, the general public or other users. In such instances, you shall forfeit Membership "points" or any other incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership. In addition, you agree to refund to us the reasonable value of any incentives or remuneration you receive or realize as a result of any illegal or wrongful conduct, or conduct in violation of these Terms and Conditions.
- 22. No relationship between WorldVentures and any third parties, including but not limited to travel agents, travel experts, writers, and Members, whether or not they share in the revenues and/or profits of WorldVentures, who post, publish, view, receive, or utilize information and/or materials on the Web Site will be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of WorldVentures, its subsidiaries, associated or affiliated entities.
- 23. We may revise and amend these Terms and Conditions from time to time. Your use of any of the Web Site and Benefits offered in the Program will be subject to the Terms and Conditions in force at the time you access the Web Site and the Benefits and your use of the Web Site and or the Benefits shall constitute your acceptance of the applicable terms and conditions.
- 24. By completing and submitting the Membership Application Form, you specifically authorize WorldVentures to transfer and disclose personal or confidential information which you have provided to WorldVentures in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors and to WorldVentures independent sales representatives and to applicable government or regulatory bodies, if required by law. You are aware and consent that the jurisdictions where WorldVentures transfer your personal information may not be protected by the same level of privacy rights as in South Africa. You consent to WorldVentures and its parent and associated or affiliated companies, its partners, licensees, agents and vendors and independent sales representatives communicating with you by electronic mail at the email address and/ or by text message at the cell number you have entered on the Membership Application Form or as advised to WorldVentures by you from time to time. Such emails and /or text messages may include offers and solicitations for the sale and purchase of WorldVentures products, sales aids, and services. Your consent to receive such emails and/or text messages shall survive the termination or expiration of this agreement for any reason unless and until you inform WorldVentures of revocation of consent to receive such communications. You may revoke your consent in writing by emailing <u>privacy@worldventures.com</u> or by utilizing the unsubscribe option contained within a WorldVentures email or text communication.
- 25. WorldVentures, its parent, subsidiaries or associated or affiliated companies, and their directors, officers, owners, employees, assigns, and agents (collectively referred to in this section 25 as "Associates"), shall not be liable for, and you hereby release WorldVentures and its Associates from, all claims for consequential and exemplary damages. As a Member you agree to comply with the Member code of conduct when travelling as a DreamTrips Member. You further agree to indemnify WorldVentures for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your

conduct when travelling as a DreamTrips Member.

WorldVentures may at any time set off any liability of the Member against any liability of WorldVentures, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms and Conditions. Any exercise by WorldVentures of its rights under this section shall not limit or affect any other rights or remedies available to it under these Terms and Conditions or

- 26. The Membership Application Form and these Terms and Conditions constitute the entire contract between you and WorldVentures relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force of
- 27. Any waiver by WorldVentures of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of WorldVentures. Waiver by WorldVentures of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.

  28. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be
- reformed only to the extent necessary to make it enforceable and the balance of these Terms and Conditions will remain in full force and effect.