

ARBITRATION PROVISION:

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. You have the right to opt out of this Agreement if you follow the instructions set out in the paragraph titled “You Have the Right to Reject Arbitration or Opt Out of Arbitration” below.

EXCEPT WHERE PROHIBITED BY LAW, IN THE EVENT OF A DISPUTE OR CLAIMS BETWEEN YOU AND TAKE A BREAK TRAVEL LLC., A FLORIDA CORPORATION (HEREINAFTER “US”, “OUR”, “TABT” OR “WE” AS APPROPRIATE) INCLUDING BUT NOT LIMITED TO ANY ARISING OUT OF OR RELATING TO (I) THIS ACCOUNT; (II) THE RELATIONSHIPS RESULTING FROM THIS ACCOUNT; (III) ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US; (IV) THE PRIVACY POLICY; (V) THE TERMS AND CONDITIONS; (VI) ANY TELEMARKETING OR OTHER CALL OR MESSAGE (INCLUDING BUT NOT LIMITED TO SMS//MMS/TEXT MESSAGES) YOU CLAIM TO HAVE RECEIVED FROM US OR ONE OF OUR PARTNERS; (VII) ANY E-MAIL YOU CLAIM TO HAVE RECEIVED FROM US OR ONE OF OUR PARTNERS; (VIII) YOUR USE OR ATTEMPTED USE OF ANY WEBSITE OF OURS OR OUR PARTNERS; OR (IX) ANY OFFERS OR PROMOTIONS; (X) ANY APPLICATIONS OR SUBMISSIONS OR (XI) OR ANY OTHER DISPUTE OR CLAIM BETWEEN YOU AND US (HEREINAFTER COLLECTIVELY KNOWN AS "CLAIM"), **YOU AGREE THAT ANY CLAIM(S) YOU HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION, AS DESCRIBED BELOW, INSTEAD OF IN COURT.** ANY CLAIM (EXCEPT FOR A CLAIM CHALLENGING THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER) MUST BE RESOLVED THROUGH BINDING CONFIDENTIAL ARBITRATION. **THIS MEANS NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL AND YOU VOLUNTARILY, AND KNOWINGLY ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.** YOU ALSO ACKNOWLEDGE AND AGREE THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY RIGHTS AND/OR THE RIGHT TO APPEAL ARE LIMITED IN ARBITRATION OR MAY NOT EXIST. This section applies

regardless of whether such claims are based in contract, tort, statute, fraud, unfair competition, misrepresentation, or any other legal theory.

CLASS ACTION WAIVER: YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY AGREEING THAT ARBITRATION MUST BE ON AN INDIVIDUAL BASIS AND IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING(S). THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, COMPANIES, INDIVIDUALS, ANY OTHER PURPORTED CLASS MEMBERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. The arbitrator may award injunctive 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. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then after all appeals from that decision have been exhausted, that claim (and only that claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

Your Right to Go To Small Claims Court: You may choose to pursue your dispute or Claim in small claims court (or your state's equivalent court) rather than by Arbitration if your dispute or Claim qualifies for small claims court for the entirety of the proceeding. Such a small court dispute or Claim must be brought in a location where jurisdiction and venue over you and TABT is proper. However, if such a dispute or Claim is transferred, removed or appealed to a different court, we may then demand/transfer the dispute or Claim to Arbitration pursuant to the terms of this Agreement. Additionally, any such small claims court claim shall be brought and maintained only as an individual action and shall not be joined or consolidated with any

class or other representative action. Any attempt to maintain a small claims court action as a non-individual action shall result in the immediate dismissal of the action, and you shall be liable to pay our reasonable attorney's fees and costs in connection with securing the dismissal of any such action.

Governing Law and Rules: This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. Arbitration may be conducted through the submission of documents, by phone, or in person in the county where you live or at another mutually agreed location. The arbitrator shall follow the substantive laws of the State of Florida, excluding its conflict of law provisions unless we agree that the substantive law of the State in which you reside may be followed and applied. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org phone 1-877-495-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, www.jamsadr.com (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute arbitration company/arbitrator.

YOU AND WE AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF AAA'S PROCEDURES OR RULES WOULD

OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM.

Fees and Costs: If you wish to begin arbitration against us but you cannot afford to pay the organizations or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for the money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of the money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you). The parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

Hearings and Decisions: Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed. The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations.
- Honor valid claims of privilege.
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award is issued. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

Claim Notice and Special Payment: If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, phone number and account number (if applicable) and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309 (or such other address as we shall subsequently provide to you). If we provide you with a final written settlement offer and you don't accept it, or we can't otherwise satisfactorily resolve your dispute, you must submit your dispute for resolution by arbitration as outlined above and in accordance with the arbitration organizations procedures. If, and only if, (1) you submit a Claim Notice in accordance with this Agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of TABT's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or \$5,000, whichever is greater. If you are entitled to the \$5,000, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision: In addition to you and us, the rights and duties described in this arbitration agreement apply to our Affiliates and our and their officers, directors and employees; any third-party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders and Authorized Users of your Account(s) or relationship between us and you. YOU AND WE AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF FAA or AAA'S PROCEDURES OR RULES WOULD OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM.

Survival of this Provision: This arbitration provision shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any revocation of consent you provide to us;
- termination of any application or submission you provide to us;
- your use or attempted use of any websites of our or our partners;
- any bankruptcy by you; and
- any sale by us of your Account.

You Have the Right to Reject Arbitration or Opt Out of Arbitration: You may reject the arbitration agreement and litigation & class action waiver, but only if we receive from you a written notice of rejection within 45 days of the following triggering events: (a) after your purchase is initiated; (b) you consent to the Privacy Policy or Terms and Conditions; (c) your use or attempted use of any of our or our partners websites; (d) your submission of an application (whether partial, incomplete, complete or otherwise) to us; (e) your submission or providing express written consent to us to receive e-mail(s), telephone call(s) (including SMS/MMS/Text Messages) or to receive any other information from us or our partners; or (f) signing up for or inquiring about an offer, deal or promotion from us (the 45 day time starts from whichever of the triggering events (a through f) comes first in time). You must send the notice of rejection to: Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309. Your rejection notice must include your name, address, phone number, Account number (if applicable), email address and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account or any Claim or dispute between us and you. Rejection of arbitration for this Account, or any Claim or dispute between us and you, will not constitute rejection of any prior or future arbitration

agreement between you and us. IF MORE THAN THIRTY (45) DAYS HAVE PASSED FROM THE EARLIEST TRIGGERING EVENT (listed in this paragraph under a through f above), YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.