Travel Technology Package Application

Name of Person Referred by (Sponsor) | Sponsor SBA ID# | Sponsor E-mail Address

Personal Information:

First Name | Last Name

Address | City | State/Province | Zip/Postal Code

Phone Number | Email Address | Password

US/Canada Tax ID# (circle one) SSN/FEIN/SIN | Other Countries: Citizen Tax ID#/Driver's License#/Passport #

Account Type (circle one): Personal / Business

If US Business, name of business (must match US FEIN provided): _____

Payment Information:

Name on Account/Credit Card: _____

Address (if different than above): _____

Credit Card #: _____

Exp. Date: | Security Code

By signing below

- I have read, understand, agree to and signed the Surge365 Member Terms & Conditions attached.
- I certify that the information provided is true and accurate.
- I agree to be charged $499 today plus tax where applicable and $99.95 plus tax where applicable each month thereafter.

Applicant Signature | Date

NOTE: The Agreement must be signed and transmitted by facsimile to 618-310-3281 or mailed to 1901 East Edwardsville Rd Wood River IL 62095. Questions should be directed to Compliance@Surge365.com. The signed agreement is intended to and will be treated as an original signature and considered to have the same binding effect as an original document with an original signature. Unless stated otherwise, all pricing listed is in USD.

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Surge365 Membership Terms & Conditions

1) The undersigned hereby represents, warrants, covenants and agrees with SURGE365/VORTEX as follows:

a) The undersigned Owner is of legal age in the state in which they reside

b) Owner has no obligations to or relationships with other parties that would prevent Owner from carrying out the duties under the Agreement

c) Owner has the power and authority to execute, deliver and perform the Agreement

d) All information and materials submitted to Surge365 are true and correct, including but not limited to Owner's Social Security Number and/or Federal Employee Identification

e) International Residents agree to provide valid and true information including but not limited to identity, address, etc. with valid citizens ID #, Passport #, or Drivers' License #.

f) International Residents agree to provide, upon request, a U.S. IRS W-8 BEN form which will be kept on file to claim tax treaty status for payment of commissions, whereby not requiring U.S. tax withholding.

2) Owner's execution and performance of the Agreement does not violate the legal or contractual rights of any third party.

3) The Agreement shall be binding upon the parties and their respective heirs and permitted successors and assigns.

4) Owner hereby acknowledges and agrees that in no event will Surge365 or any of its affiliate companies be liable under these Terms or any theory of liability, for any indirect, special, consequential, incidental, punitive or similar damages, even if Surge365 has been advised of the possibility thereof.

5) The Agreement may be signed and transmitted by facsimile or mail, if so, is intended by Owner to and will be treated as an original document with original signatures and considered to have the same binding effect as an original document with original signatures.

6) Owner agrees that upon breach of the Agreement Surge365 will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Owner agrees that the remedy at law for any breach of any provision of the Agreement shall be inadequate and that, in addition to any other remedies at law or in equity that it may have, Owner shall be entitled, without the necessity of proving actual damages or posting bond, to temporary or permanent injunctive relief to prevent the breach of any provision of the Agreement, and/or to compel specific performance of the Agreement.

7) Owner agrees to indemnify and hold harmless Surge365, its parents, subsidiaries and affiliates, and their shareholders, officers, agents, employees and directors, from and against any and all claims, demands, liabilities, losses, damages, costs or expenses, including but not limited to, court costs and attorneys' fees, asserted against, or suffered or incurred by, any of them by reason of, arising out of, resulting from or in any way connected with, directly or indirectly, Owner's (1) activities as an Owner, including without limitation, any unauthorized representations made by Owner or any errors or omissions made by Owner in connection with Owner's business, (2) breach of the terms of the Agreement or (3) violation of or failure to comply with any applicable federal, state or local law or regulation, whether or not litigation is commenced. Surge365 shall have the right to offset any amounts owed to Owner hereunder against the amount of any commissions, bonuses or other amounts owed to Owner from Surge365. Owner shall be entitled to its costs and expenses, including reasonable attorneys' fees, to enforce its rights under the Agreement.

8) Refund Policy- Owner can cancel within 5 business days for full refund by contacting customer support via back office support ticket or by email to compliance@surge365.com.

9) Renewal- Owner agrees to pay monthly subscription fee for enrolled Travel Solution. Travel Solution renewal fees are $99.95 for the Travel Owner Package. Should an account go inactive, TravManity will allow a 90 day period to bring the account to good standing in order to be paid fully earned commissions (traveled by consumer and supplier commission received). Should an Owner go inactive they will lose the right to earn cash rewards on their customer database unless they reactivate within ninety (90) days.

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10) Travel Services/Reservations- All reservations are (i) satisfied on a first come, first serve, and space availability basis and (ii) must be reserved online through YOUR Executive Account. Owners are advised to be flexible in their travel plans in order to obtain desired reservations and to make condominium reservation requests at least ninety (90) days in advance of the desired travel date; provided, however, last minute reservations may be available by selecting from the available inventory listed on the website. Owner acknowledges that requests for holiday periods and/or for three (3) bedroom condominium units may be more difficult to fulfill and are often more expensive. Condominium unit rental rates are based on availability and will vary based on resort, season, and unit size. Owners must present a valid credit card number in order to pay for and confirm travel or other services. Reservations do not include and Owners are responsible for paying all applicable fees at the time of making the reservation, including the reservation fee, transportation, food, liquor, applicable taxes, tips, port charges, telephone calls, or other resort specific charges (e.g. cleaning fees, energy surcharges, foreign country exit fees, or amenities fees) and other fees and/or charges as may be imposed by the various providers of travel and other related products and services, or other items of a personal nature, all of which are the sole responsibility of Owner, unless specifically included in the reservation or as an Ownership benefit.

11) Personal Use Only- Accommodations obtained pursuant to a reservation shall be used by Owner or Vortex Customer only for vacation and leisure purposes and shall not be used as a principal residence or for the operation of any business. Only Owner or Vortex Customer, and their permitted guests and invitees shall occupy such accommodations or otherwise avail themselves of the benefits associated with the Ownership/Customer. Owners or Vortex Customer shall abide by and adhere to all rules and regulations established by the provider in connection with the occupancy of accommodations and use of related facilities, including accommodation occupancy limits. Owners or Vortex Customer shall be personally responsible for any damage to the accommodation(s) and facilities occurring during their occupancy and use.

12) Travel Reservations- All confirmed reservations are subject to the cancellation terms in effect at the time of booking. Surge365 will provide Owners or Vortex Customer with a confirmation via electronic mail showing reservation details. The person named on the confirmation must be present in order to check-in and obtain the reserved accommodations.

13) Third Party Vendors, Providers and Suppliers- Owner acknowledges and agrees that Surge365 may contract with third party vendors, providers, and suppliers to provide any or all Ownership benefits available to Owner in connection with the Ownership. In all instances, Surge365 is acting as a separate entity from those third party suppliers and no supplier is an agent or employee of Surge365 or their affiliate providers. Neither Surge365 nor their provider accepts any liability for any actions or omissions of any third party supplier providing any Ownership benefits. All coupons, receipts, and tickets are issued subject to the terms and conditions specified by each of the various suppliers. Surge365 reserves the right, in its sole discretion, to add, remove or substitute any such third party vendors, providers or suppliers. Owner acknowledges and agrees that he/she has not purchased the Ownership in reliance on the existence of any specific vendors, providers or suppliers.

14) The Agreement constitutes the entire agreement between Owner and Surge365, supersedes all prior agreements and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both parties.

15) An individual's continued participation in the Surge365's business model constitutes acceptance of and adherence to this Agreement as published and amended.

16) Notwithstanding anything herein to the contrary, Louisiana residents may bring an action against Surge365 with jurisdiction and venue as provided by Louisiana law, and a Montana resident may cancel within 15 days from the date of enrollment and may receive a full refund of all amounts paid to Surge365.

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SIGNATURE BELOW, OR ELECTRONICALLY, INDICATES THAT OWNER HAS READ, UNDERSTANDS AND AGREES TO THESE TERMS AND CONDITIONS.

Signature: _____

Printed Name: _____

Date: _____

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