



## **OTGTravelGC.com Web Site Terms & Conditions**

### **Agreement Between User and BreakAway Card Services, Inc.**

Please read these Terms and Conditions of use carefully before redeeming the On-the-Go Travel Reward Card or using or obtaining any content, products, or services through the OTGTravelGC.com website.

Access to and use of the Site is subject to acceptance of the terms and conditions below ("Terms"), which include our Privacy Policy. By accessing, using or obtaining any content, products, or services through the OTGTravelGC.com website (the "Site"), you agree to be bound by these terms. If you do not accept all of these terms, then you are not authorized to redeem the On-the-Go Travel Reward Card or use the Site or the services provided through the Site.

BreakAway reserves the right, in its sole discretion, to amend, modify, or alter this Agreement at any time by posting the amended terms on the Site. We recommend that you review these terms and conditions periodically. The amended terms shall be effective from and after the date that they are posted on the Site. Additional terms may apply when you book services on Third-Party Travel Service Providers.

By redeeming the On-the-Go Travel Reward Card or by using this Site or the services offered on this Site, you agree to the latest version of this Agreement. If you violate this Agreement or authorize or help others to do so, we may suspend or terminate your use of the Site. Without limitation of any other provisions of this Agreement, you may not use this Site for any purpose that is unlawful or prohibited by this Agreement and/or any applicable additional terms by any third party Travel Service Provider.

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## **GENERAL TERMS AND CONDITIONS**

### **A. Ownership of This Website and Its Contents**

OTGTravelGC.com (the Site) and the On-the-Go Travel Reward Card (the Card) is owned and operated by BreakAway Card Services, Inc. ("BCS", "BreakAway", or "we"). This Site is intended for personal, noncommercial use. This Agreement describes the terms and conditions applicable to the On-the-Go Travel Reward Card redemption and services available through this Site. This Agreement describes your responsibilities and, among other things, limits the liability of BreakAway and its third-party suppliers or providers including, without limitation, the airlines, hotels, rental car companies, rail services and other suppliers that provide travel or other services through this Site (such third parties collectively referred to as "Third-Party Travel Service Providers"). All of the content featured or displayed on this Site, including, but not limited to, information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material ("BreakAway Content"), is owned by BreakAway Card Services, Inc., its licensors or its third-party image partners.

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You may only use this Site to register and redeem your On-the-Go Travel Reward Card(s), register your personal information on the Site, make legitimate reservations, purchases or requests to purchase the products or services offered (each, a "Request") and shall not use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to provide correct and true information in connection with your use of this Site and you agree to promptly update your account information (if applicable) in order to keep it current, complete and accurate. It is a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

BreakAway reserves the right to cancel any airline, hotel or rental car reservation or any other transaction that it reasonably believes to have been fraudulently made including, by unauthorized use of a credit or debit card.

#### **D. Trademarks**

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#### **E. Privacy Policy**

You confirm that you have read our Privacy Policy, the terms of which are incorporated herein, and agree that the terms of the policy are reasonable and satisfactory to you. You consent to the use of your personal information by BreakAway and/or its Travel Service Providers and distributors in accordance with the terms of and for the purposes set forth in the Privacy Policy and the terms of our Travel Service Providers' privacy policies. To the extent permitted by law, BreakAway makes no representation or warranty with regard to the sufficiency of the security measures used by its Travel Service Providers. BreakAway will not be responsible for any actual or consequential damages that result from a lapse in compliance with the Privacy Policy because of a security breach or technical malfunction.

#### **F. Disclaimers**

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WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE ACCEPTANCE OF ANY REQUEST, (II) THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS SITE OR ITS THIRD-PARTY SERVICE PROVIDERS, (III) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES THROUGH THIS SITE OR, WHERE APPLICABLE, FROM ITS THIRD-PARTY TRAVEL SERVICE PROVIDERS, OR (IV) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE.

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#### **G. Governing Law and Venue**

This Agreement shall be interpreted, construed and governed by the laws of the State of Georgia, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Users of this Site agree that any and all disputes arising from the use of this Site shall be settled by binding arbitration by a single arbitrator to be held in Atlanta, Georgia pursuant to the then current rules of the American Arbitration Association. Notwithstanding the foregoing, however, BreakAway shall

have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S.A. court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of BreakAway, such action is necessary or desirable beyond that relief immediately afforded through an arbitration proceeding.

#### **H. General Limitation of Liability**

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#### **I. No Waiver, Severability**

No action of BreakAway, other than an express written waiver or amendment, may be construed as a waiver or amendment of any of these Terms. If any clause in these Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. We reserve the right to change these Terms, the BreakAway Content displayed on this Site, and any license or offers contained on the Site, and any information or license terms without prior notice. These Terms set out the entire agreement between BreakAway and you relating to your use of this Site.

#### **J. Security**

You may register to utilize this Site by completing the specified registration process and providing us with current, complete, and accurate information as requested by the online registration form. It is your responsibility to maintain the currency, completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. As part of the registration process, you will be asked to choose a security question. It is entirely your responsibility to maintain the confidentiality of your security question and your account. You agree to notify BreakAway immediately of any unauthorized use of your account. BreakAway is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge. It is your responsibility to keep your password confidential. Do not share such information with anyone. If you are sharing a computer with anyone you should always choose to log out before leaving a site or service to protect access to your password and personal information from subsequent users.

You are responsible for all activity related to your access or use of the Site and the Services. You also are responsible for all activities under your password or registered account if you or if you allow others to use the relevant information to access and use the Site. In addition to the other restrictions contained in this Agreement, you acknowledge and agree that you will not, directly or indirectly, without our prior express written consent, (1) disguise the origin of information transmitted to or through this Site, (2) access or use this Site, the Services or the Content for any purpose or in any manner inconsistent with the terms and provisions of this Agreement, (3) violate any federal, state, local or jurisdictional law, rule or regulation while accessing or using this Site, the Services or the BreakAway Content, (4) infringe upon or violate the intellectual property rights, privacy rights, moral rights, rights of attribution or any other similar rights of any individual or entity while accessing or using this Site, the Services or the BreakAway Content on the Site, (5) post, publish or transmit any information on this Site that is abusive, defamatory, false, harassing, inaccurate, inappropriate, libelous, misleading, offensive, obscene, sexually explicit, threatening, unlawful, vulgar or otherwise objectionable, (6) post or publish any information on this Site that is intended to advertise or solicit business, including any multi-level marketing scheme, or that is a chain letter or part of a pyramid scheme, (7) harvest or collect information from the Site (including any user information) for the purpose of sending unsolicited bulk e-mail or other forms of unsolicited bulk communications, (8) install, upload or otherwise introduce any material to this Site that contains any time bombs, Trojan horses, viruses, worms or other computer programming routines that could alter damage, expropriate, intercept or interfere with this Site, the Services or the BreakAway Content, (9) frame or utilize framing techniques to enclose any portion or aspect of the Content, (10) corrupt, hack, modify or otherwise tamper with this Site, the Services or the Content, (11) impersonate any individual or misrepresent your affiliation with any individual or entity, (12) access or use this Site in any manner that reflects negatively on our reputation or goodwill, or (13)

post content or information in areas of the Site not expressly designated and approved by us for posting.

BreakAway is under no obligation to monitor this Site. However, you acknowledge and agree that we may monitor this Site to (1) comply with any necessary laws, rules and regulations, (2) operate this Site properly, or (3) protect you, us or our affiliates.

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#### **K. Third-Party Service Providers**

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