

Membership Terms and Conditions

By clicking "**I AGREE**" and by completing the online Membership Application I agree to be bound by these Terms and Conditions.

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

Definitions: The following terms when used herein shall have the following meanings; "Affiliate" means: a third party with whom Asambeni Getaway Gateway has entered into a contract wherein the third party provides Benefits to Members of the closed-user group program operated by Asambeni Getaway Gateway.

"Benefits" means: access to the various special products and services made available to Members, Which Benefits shall be as published on the Asambeni Getaway 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 Asambeni Getaway Gateway 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 Asambeni 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 that entitles the Member to access all of the Benefits offered from time to time by Asambeni 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.

"Website" means: the Asambeni website, www.asambeni.com or sub domains of that Website and any other Websites including subdomains through which Asambeni Getaway may offer access to Program Benefits from time to time.

"Asambeni Getaway or We" means: Asambeni Getaway Gateway (Pty) Ltd, a limited liability company registered in Cape Town, South Africa.

For the purpose of these terms and conditions we may refer to Asambeni Starter, Asambeni Comfort, Asambeni Explorer, Asambeni Luxury, Asambeni International, Asambeni International Plus 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 RSA, Namibia and Swaziland.

2. Asambeni Getaway Gateway may refuse to accept any Membership Application in its sole discretion.

3. Membership in the program becomes effective only when Asambeni Getaway Gateway accepts the membership application. The Initial Membership Fee and the first Monthly Membership Fee is paid and received by Asambeni Getaway Gateway, and on your first visit to the Website, 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 you hereby certify 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 hereby authorize Asambeni Getaway to charge your credit or debit card or eWallet accounts identified in your Application, or advised to Asambeni Getaway 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 and Conditions.

5. Your Membership shall remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to Asambeni Getaway Gateway by certified mail to address or by email to support@asambeni.com or (ii) terminated by Asambeni Getaway Gateway sending in writing, notice of cancellation of your Membership to you by certified mail at the address held on file by Asambeni Getaway Gateway for you or by email to the email address held on file for you at the date of the notice. (Notice to Asambeni Getaway Gateway must include your signature, printed name, address, and Member Identification Number). Your Membership will be terminated with immediate effect if you stop payment of the Monthly Membership Fee or Failure to collect Monthly Membership Fee 2 times or if any of the information provided by you on your Application is found to be false, inaccurate or fraudulent. Notice of cancellation must be received by Asambeni Getaway Gateway 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 the notice of cancellation is received by Asambeni Getaway Gateway. Termination by either party shall terminate your use of the Benefits of Membership and access to the Website with effect from the next scheduled payment charging date. You may cancel your Membership without penalty or obligation, within three (3) business days from the date of your application to become a Member. Within forty-five days after notice of cancellation is received. Asambeni Getaway Gateway shall refund to you any payments made by you pursuant to this agreement.

However, Asambeni Getaway Gateway may retain payments made for specific travel services utilized. The refund may be made by crediting your credit card account if a credit card was used to make a payment and if Asambeni Getaway Gateway informs you in writing that the credit card account has been credited. If you cancel your Membership after booking a Asambeni Getaway Gateway or other travel using your Membership Asambeni may choose to cancel your travel and to refund the cost already paid. If Asambeni Getaway Gateway 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. Asambeni Getaway Gateway 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. Asambeni Getaway Gateway shall 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 Asambeni Getaway Gateway 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 Asambeni Getaway 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; Asambeni Getaway Gateway does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities.

8. Members may take dependent children on Getaways by paying the company designated trip charge. Children may be charged an additional Dependent Child Fee (DCF), which is particular to each Getaway 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 Getaway 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 Asambeni Getaway Gateway. A Member who has paid all Monthly 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 Asambeni 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. Getaways 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. Asambeni shall not be responsible for your failure to comply with such 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 Asambeni Getaway Gateway.

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 Website (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 shall Asambeni Getaway Gateway, 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 Website; (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 confidential, binding arbitration in Cape Town. The arbitration shall be conducted before the South African Arbitration Association, and shall be conducted pursuant to the Commercial Dispute Resolution Procedures then in effect. Judgment upon any award rendered in the arbitration may be enforced by any court of competent jurisdiction. Unless decided otherwise in the arbitration, each party shall bear its fees and/or costs shall be shared equally.

16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Cape Town, excluding its conflicts of law rules.

17. We grant you only a limited, non-transferable and non-exclusive license to use the software, documentation and other content of the Website necessary to access, explore and otherwise use the Website in real time and to use the materials and the Benefits of the Programmed on the Website in a manner consistent with these Terms and Conditions.

18. Any software that is made available to download from the Website (the "Software") is the copyrighted work of Asambeni Getaway Gateway, 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 Website.

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

20. You shall not use, disseminate or reproduce any Asambeni 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 Asambeni Compliance department.

21. You shall not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Website. We reserve the right to terminate

your use of the Website and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to Asambeni Getaway Gateway, 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 Asambeni Getaway Gateway 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 Asambeni Getaway Gateway, who post, publish, view, receive, or utilize information and/or materials on the Website shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of Asambeni, 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 Website and Benefits offered in the Program will be subject to the Terms and Conditions in force at the time you access the Website and the Benefits and your use of the Website 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 Asambeni Getaway Gateway to transfer and disclose personal or confidential information which you have provided to Asambeni in connection with your Membership Application Form to its parent and associated or affiliated companies, its partners, licensees, agents and vendors and to Asambeni independent sales representatives and to applicable government or regulatory bodies, if required by law. You consent to Asambeni 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 Asambeni by you from time to time. Such emails and /or text messages may include offers and solicitations for the sale and purchase of Asambeni Getaway Gateway 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 Asambeni of revocation of consent to receive such communications. You may revoke your consent in writing by emailing support@asambeni.com or by utilizing the unsubscribe option contained within a Asambeni Getaway Gateway email or text communication.

25. Asambeni Getaway Gateway, 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 Asambeni 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 Asambeni Getaway Member. You further agree to indemnify Asambeni Getaway Gateway for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from your conduct when travelling as an Asambeni Getaway Gateway Member.

Asambeni Getaway Gateway may at any time set off any liability of the Member against any liability of Asambeni Getaway Gateway, 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 Asambeni 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 otherwise.

26. The Membership Application Form and these Terms and Conditions constitute the entire contract between you and Asambeni relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force or effect.

27. Any waiver by Asambeni Getaway Gateway of any breach of these Terms and Conditions must be in writing and signed by an authorized officer of Asambeni. Waiver by Asambeni Getaway Gateway of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.