



USER AGREEMENT

Fernsholidayexchange.com, Fernsholidayhomes.com, and Fernstravelexchange.com are owned and operated by FCT Global, Inc. For purposes of the following any references to the website will implicitly include the service or services as well as other services offered by FCT Global, Inc. and other partner companies.

IMPORTANT: This document affects your legal rights.

Please read this User Agreement (the "Agreement") carefully. The Agreement governs your use of the Fernsholidayexchange.com Website (the "Website") and the services and goods provided through or in connection with the Website (collectively, the "Service").

WEBSITE CONTENT

Any information on the Websites can change without notice. In our sole discretion, we may add, delete, and modify terms at any time without notice. Each time you use the Service, you acknowledge that you have read and agree to be bound by the Agreement. If you do not agree to be bound by the Agreement, you may not use the Service. If you continue to use the Service after the amended terms become effective, you are deemed to have agreed to be bound by the amended terms. If you do not agree to the amended terms, then you agree not to use the Service. Your continued use of the Service constitutes an affirmative: (a) acknowledgment by you of this Agreement and its amended terms; and (b) agreement by you to abide and be bound by the Agreement and its amended terms. Throughout this Agreement, the term website includes our referrers, partners, affiliates, agents, assigns, and the Agreement is enforceable by any of our authorized agents.

LEGAL LIABILITY

The materials in the Website are provided "as is" and without warranties of any kind either expressed or implied, unless otherwise specifically noted herein. You expressly agree that use of the service is at your own risk. To the fullest extent permissible pursuant to applicable law, Fernsholidayexchange.com disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Fernsholidayexchange.com Website and any Website with which the Fernsholidayexchange.com Website is linked. Fernsholidayexchange.com does not warrant the functions, information or links contained on these sites or that their contents will meet your requirements, that these sites or their contents are fit for any particular purpose or that the

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operations of the Fernsholidayexchange.com website or sites linked to it or their contents will be uninterrupted or error-free, or that these sites or the server that makes them available are free of viruses, worms or other harmful components. Any material or data downloaded or otherwise obtained through the use of the service is done so at your own risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material or data. Without limitation, Fernsholidayexchange.com makes no representations and warranties, express or implied, with respect to any specific merchandise or service that will be available for or obtained by members through the redemption of rewards points.

Although we make reasonable efforts to ensure that the description and content on each page of the website is correct, however does not take responsibility for changes that occurred due to human or data entry errors or for any loss or damages suffered by any user due to any information contained herein.

Fernsholidayexchange.com does not warrant that your access to or use of the Website will be continuous, uninterrupted or totally secure. The Website may not be available from time to time due to upgrades or maintenance carried out in relation to the Site. You acknowledge that disruptions to the operation of the Website may occur which are outside Fernsholidayexchange.com 's control and which may affect your access to or use of the Site. Neither Fernsholidayexchange.com, nor its employees, officers or agents, will be liable for any loss or damage (including without limitation, any consequential loss, loss of profits or damage) suffered by you arising directly or indirectly from your inability to access the Site, your operation of the Website or in relation to any Services offered through the Site. In no event will Fernsholidayexchange.com ever be liable to you or any other person for any claims, proceedings, liabilities, obligations, damages, losses and costs, whether in contract, tort or under fault or wrongdoing by Fernsholidayexchange.com in an amount exceeding the amount you paid to Fernsholidayexchange.com for the use of the service which is the subject of the claim.

In no circumstances will Fernsholidayexchange.com be liable to you or any third party for any indirect or consequential loss arising from damage caused to your computer or computer files as a result of your use of the Website or resulting from loss of data, loss of profits or business interruption even where Fernsholidayexchange.com has been advised of the possibility of such damages. You agree to indemnify and hold Fernsholidayexchange.com, its partners, subsidiaries, affiliates, officers and employees harmless from any claim or demand, whether known or unknown, which may arise from, or relate to, or are connected with your use of the service.

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Each Fernsholidayexchange.com member shall be solely responsible to collect and remit to the appropriate taxing Authorities the applicable taxes and shall collect and record these as required by law if applicable to his exchange. Under no circumstances is Fernsholidayexchange.com responsible to pay any taxes on behalf of any Member. Transactions involving Fernsholidayexchange.com Points are generally treated as taxable events for federal, state or provincial and local tax purposes. Fernsholidayexchange.com may be required to report the exchange of points to the certain government taxing authority. Nevertheless, the responsibility for declaring and reporting of applicable taxes resulting from exchanges rests solely with the Member. Member agrees to indemnify and hold Fernsholidayexchange.com harmless for any actions Fernsholidayexchange.com takes to comply with federal, state or provincial and local laws.

Member shall abide by applicable international, federal, state or provincial and local laws or regulations pertaining to Exchange transactions. Fernsholidayexchange.com shall not be responsible for any failures on the part of Member to comply with such laws and regulations. Member agrees not to hold Fernsholidayexchange.com liable for any action Fernsholidayexchange.com takes to comply with applicable laws or regulations.

Fernsholidayexchange.com assumes no liability to members whatsoever, including without limitation, liability by reason of the termination of or amendment to Fernsholidayexchange.com program in whole or in part, or any change to the points and exchange program.

Fernsholidayexchange.com assumes no liability in respect to exchanges arranged between members and in particular shall have no responsibility for delay or cancellation of an exchange.

Fernsholidayexchange.com do not, by offering exchange vacations and related services to particular destinations, represent or warrant that travel to such destinations is without risk, and shall not be liable for damages or losses that may result from travel to such destinations.

Fernsholidayexchange.com may terminate its facilitating of vacation home exchanges at any time and it shall be under no obligation to continue facilitating exchanges or to provide any notice of its termination of this service. Furthermore, if the service is terminated for whatever reason, Fernsholidayexchange.com shall have no responsibility to any Members who hold any unused exchange points;

LINKS

Fernsholidayexchange.com links to other Internet Vacation services and may provide links to external websites or resources for your convenience and reference only. The linked sites are not under the control of Fernsholidayexchange.com and it is not responsible for the contents of any linked site. Fernsholidayexchange.com does not endorse and is not responsible for the

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availability of these external websites or resources or for any content, advertising, products, or other materials on or available from such external websites or resources. Your use of and dealings with the owners or operators of these external websites or resources are at your own risk. We encourage you to read their privacy statements, as their privacy policies may be different from ours. Fernsholidayexchange.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Fernsholidayexchange.com of the linked site. You cannot make any claim against Fernsholidayexchange.com arising out of your use of external websites or resources.

OWNERSHIP

All of the material included on the Website, including but not limited to trademarks, text, graphics, logos and service marks (collectively, the "Content"), is the property of Fernsholidayexchange.com and other parties. U.S. and international copyright laws protect all Content available on the Website. No part of this online database may be reproduced, stored in a retrieval system, transmitted in any form or in any language, by any means, electronic, mechanical, photocopied, recorded or otherwise. Unauthorized use of this Website will be fully exposed and will be confronted to the fullest degree of all applicable laws, both national and international. Your use of the Service and the Content does not transfer to you any ownership or other rights in the Service or the Content. You may download Content displayed on the Website for your personal, non commercial use only, provided you also retain all copyright and other proprietary notices contained on the Content. You may not modify, copy, distribute, transmit, display, publish, sell, license, or create derivative works using any of the Content for commercial or public purposes.

Ownership, Copyright and Trademarks

You retain all right, title and interest (subject to the license granted herein) in and to Member Content you submit to Fernsholidayexchange.com, and represent and warrant that such Member Content and the license granted herein (i) is factually accurate; (ii) does not violate any intellectual property rights; (iii) does not contain information which is obscene or defames, libels or otherwise injures or interferes with the privacy of others; and (iv) does not require the payment of any kind by Fernsholidayexchange.com to others. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this site.

LICENSE

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Grant of License

You hereby grant to Fernsholidayexchange.com and its partners, on all media, whether now known or hereinafter devised, a non-exclusive, worldwide, assignable, royalty-free license to: display, publish, use, reproduce, reformat, compile, archive, distribute, and transmit all materials provided by you to Fernsholidayexchange.com that are not clearly marked as confidential ("Member Content") and display your name, trademarks and service marks (as used in connection with Member Content). You may submit Member Content only in accordance with Fernsholidayexchange.com's current content submission guidelines. Fernsholidayexchange.com shall have no obligation to post Member Content, may remove Member Content, or may change or discontinue the Website at any time in its sole discretion. Fernsholidayexchange.com has no obligation to monitor Member Content submitted by you or others in connection with the Website. Unless or until Fernsholidayexchange.com specifies another form of delivery of Member Content or another URL address, you may submit Member Content to Fernsholidayexchange.com at <http://www.Fernsholidayexchange.com>. As the sole consideration for the license and rights granted to Fernsholidayexchange.com under the Agreement, Fernsholidayexchange.com will consider posting Member Content on the Website.

Intellectual Property

If you believe that any content posted on the Website infringes any of your intellectual property rights or the intellectual property rights of any third party, you must promptly provide the following notice in writing to Fernsholidayexchange.com to support@fernsholidayexchange.com. Fernsholidayexchange.com may change this address at any time by posting a notice to the Website: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online Website are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement under penalty of perjury that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DISPUTE RESOLUTION (The "Arbitration Clause")

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In the event of a dispute, you and Fernsholidayexchange.com agree to submit to binding arbitration. The arbitration will be held before one arbitrator on an individual basis and not as a class action. You waive any right you may have to arbitrate a dispute as a class action. The Arbitration shall take place in Delaware, UA with the following arbitration organizations if they are still providing services. This is the Delaware Arbitration Institute. If this arbitration organizations are no longer in operation, then arbitration shall be by an arbitrator in Delaware, as mutually agreed to between the Parties

Arbitration shall be conducted by a person licensed to practice law and knowledgeable in the area of dispute, jointly selected by the parties pursuant to applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in Delaware. All costs associated with the dispute resolution shall be divided equally between the parties. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The prevailing party in such action shall be entitled to recover reasonable attorneys' fees. "Prevailing party" includes, without limitation, a party who agrees to dismiss an action upon the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it.

The arbitrator's award is final and binding on all parties. The Commercial Arbitration Act of Delaware governs all arbitration under this Arbitration Clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder remains enforceable.

NOTICE

All notices and communications shall be in writing, in English and shall deemed given if delivered personally or by a courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile

Except as set forth below, you must make all notices to Fernsholidayexchange.com in writing via conventional mail to FCT Global, Inc. as per address 750 Sylvan Avenue, APT 40, Mountain View, CA 94041, USA or e-mail addressed to support@fernsholidayexchange.com.

Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.



RULES & REGULATIONS

MEMBERSHIP

You must register as a Member with Fernsholidayexchange.com to access certain functions of the Website. You must provide certain current, complete, and accurate information about yourself (the "Registration Data") when registering as a Member or updating your Registration Data. You agree not to misrepresent your identity. You agree to maintain and keep your Registration Data current and to update the Registration Data as soon as it changes. You are responsible for maintaining the security of your password. Fernsholidayexchange.com is not liable for any loss that you may suffer through the use of your password by others. You agree to notify Fernsholidayexchange.com immediately of any unauthorized use of your account or of any other breach of security known to you with respect to the Service. You agree to report any violations of this Agreement by others to support@fernsholidayexchange.com.

If you breach any provision of this Agreement, you may no longer use the Service. Fernsholidayexchange.com may, in its sole discretion, change, suspend, or terminate, temporarily or permanently, the Service or any part of it at any time, for any reason, without notice to you and without liability to you or any other person. If Fernsholidayexchange.com terminates this Agreement for any reason, it continues to apply and bind you with respect of your prior use of the Service, including payment of any charges accrued in connection with use of the Service. Upon termination, Fernsholidayexchange.com may remove from the Website and permanently delete and destroy any Member Content that you or others may have posted or submitted without any prior notice or liability to you or any other person.

Fernsholidayexchange.com membership is a privilege which can be revoked by Fernsholidayexchange.com at its discretion at any time and without compensation for abuse by the member of any of the Terms and Conditions of the program or any other actions deemed by Fernsholidayexchange.com, acting in its sole discretion, to be deleterious to Fernsholidayexchange.com, the exchange program or the interests of its partners. Any member that has his membership revoked shall be considered a suspended Member. ("Suspended Member").

NO AFFILIATION WITH A THIRD PARTY VACATION RENTAL SERVICE or AFFILIATES

From time to time a third party Vacation Rental Service or Timeshare companies or Vacation Ownership managers or Real Estate Developers (the "Referrer") may offer its members an opportunity to join Fernsholidayexchange.com, either as a group or individually. An individual joining Fernsholidayexchange.com as a Member accepts and agrees that Fernsholidayexchange.com is a separate and unrelated service to the Referrer, and therefore, further agrees that the Referrer is not responsible to the Member for

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Fernsholidayexchange.com's service nor for any of the acts or omissions of Fernsholidayexchange.com, and that the Referrer is not responsible for any claims that any Registered Fernsholidayexchange.com Member may have against Fernsholidayexchange.com.

PROHIBITED CONDUCT

Fernsholidayexchange.com is family-oriented based service. This is in response to clients' requests. Fernsholidayexchange.com does not promote pornography in any manner whatsoever or other illegal activities and/or causes as determined in its sole discretion. Fernsholidayexchange.com may allow, or disallow, your participation at any time for any reason whatsoever. You must not: (a) use the Service for any illegal purpose or for the transmission of any material that is unlawful, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, tortuous, or otherwise objectionable, or that infringes or may infringe the intellectual property or other rights of another; (b) directly or indirectly interfere or attempt to interfere with the proper working of the Website, any account, or any communication or transaction being conducted on our Website; (c) use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the Content without our prior expressed written permission; (d) take any action which imposes an unreasonable or disproportionately large load on our infrastructure, (e) use or disclose (to anyone except Fernsholidayexchange.com) any information you obtain about or from other users of the Service, or you obtain from Fernsholidayexchange.com if such information is marked confidential, for any purpose except fulfillment of orders initiated by the Users or negotiating prices with the Users, (f) conduct fraud, hide or attempt to hide your identity, represent yourself as someone else, or manipulate or attempt to manipulate prices, compromise or attempt to compromise the security of any account, interfere or attempt to interfere with the proper working of the Service, or (g) send any unsolicited e-mail or advertising to any known user. Even though prohibited, people may provide information that is offensive, false, harmful, or deceptive. Fernsholidayexchange.com assumes no responsibility whatsoever for such content or actions.

POINTS

Earned Points have a face value of 1 USD per Point and that will be the redemption value if any point is redeemed or refunded for cash to a member or his inheritors for any reason whatsoever. In case of fraud, misrepresentation, abuse, or violation of applicable rules involving Points, FCT Global, Inc. has the right to take appropriate administrative and/or legal action, on behalf of all of the Members including the forfeiture of accumulated Points, in order to maintain the integrity of the Point system. All decisions by FCT Global, Inc. shall be final and binding on all of the Members.

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To resolve Point discrepancies, Members must contact FCT Global, Inc. at the mailing address provided below within 30 days of a transaction that earned or spent points. Members must provide FCT Global, Inc. with sufficient written documentation of the transactions in question. Written requests must also include the Member's name, address, and daytime telephone number. In the case of a dispute regarding Points, FCT Global, Inc.'s decision will be final.

The Website Fernsholidayexchange.com acts as an online marketplace for you to find and transact with other, FCT Global, Inc. Members, (the "Users") showing products or services on the Service or otherwise associated with the Service. Fernsholidayexchange.com is not a broker, lender or seller. Fernsholidayexchange.com is not party to any agreement you may make with another FCT Global, Inc. Member regarding any Exchange. Any information you provide to FCT Global, Inc. users in connection with your Inquiry to Stay or Confirmed Reservation remains with that party.

Fernsholidayexchange.com does not endorse, warrant or guarantee the products or services of any FCT Global, Inc. Users. You assume the entire risk as to the accuracy, adequacy, completeness, currency, validity and quality of any information. Fernsholidayexchange.com is not liable for any delays, inaccuracies, errors or omissions with respect to the information or the transmission or delivery of all or any part thereof, for any damage arising there from or occasioned thereby, or for the results obtained from the use of the information.

Earned points do not expire unless a member is deemed to be inactive. Inactive status will occur if the member (i) fails to abide by the terms and regulations of FCT Global, Inc. or has had multiple complaints about his actions from other FCT Global, Inc. members and, as a consequence, has his membership terminated by the FCT Global, Inc. administrator and is deemed a Suspended Member, (ii) has not logged in to his FCT Global, Inc. account for a one year period, or (iii) fails to respond to more than ten (10) inquiries in a row or fails to respond to all inquiries during a six (6) month period of time, provided that there have been at least two (2) inquiries during such six (6) month period.

FCT Global, Inc. makes no guarantee that suitable properties will always be available for exchanges for its members that are using accumulated or Earned points.

Authentication of Information

FCT Global, Inc. will try to give accurate information of the property and its facilities/amenities to the guests based on data available and provided by the Host Member, however may change as a result of certain circumstances; as such FCT Global, Inc will not be held liable or accountable. incase of any major change FCT Global, Inc. will try its best to inform Guests well in advance before their travel.

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Reactivation of Inactive Accounts

After a member has been deemed Inactive by FCT Global, Inc., unless he is a Suspended Member, he may reactivate his account upon payment of a reactivation fee of \$299.00 and he provides a written request for reactivation to support@fernsholidayexchange.com. A Suspended Member may apply for reinstatement and reactivation to support@fernsholidayexchange.com, but Fernsholidayexchange.com is under no obligation to reinstate him and his reactivation may be subject to certain conditions and probationary periods above and beyond the terms and conditions of membership set out herein.

Termination

A member can terminate his account at anytime provided that, the member honors and accepts any outstanding completed and future Reservations that are current in his account for his listed property.

If at any time an FCT Global, Inc. member voluntarily terminates his account and has a positive Points balance, the member will continue to have the right to use those Points for the purpose of conducting an exchange until the expiry date of those Points regardless of whether the member has a property listing in FCT Global, Inc. or until they become an Inactive member as stated in the section above. Any refund requested by a member, for a positive point balance at any time, for whatever reason, will be at the face value of 1 USD.

If at any time an FCT Global, Inc. member voluntarily terminates his account, becomes inactive or is suspended and has a negative Points balance, the member will have the obligation to pay \$1.20 per point to FCT Global, Inc. for any outstanding negative Points within 10 days of termination..

COMPLETING TRANSACTIONS

Steps Taken by Members

After making an Inquiry on a specific Property, the member making the Inquiry ("Guest") waits for a response ("Dialogue") from the property owner ("Host"). If agreement is reached, the Host confirms the proposed Reservation details and the Guest completes the agreement ("Reservation").

Transaction Processing by the FCT Global, Inc.

When the Guest completes the Reservation, FCT Global, Inc. collects the FCT Global, Inc. Exchange Fee from the Guest and transfers the Points from the Guest's account to the Host's account.



The Agreement and any terms of service established by third parties govern all transactions through the Service. By participating in a transaction through the Service, you agree and accept the Agreement and any terms of service established by third parties. Fernsholidayexchange.com and any of Fernsholidayexchange.com's Licensees, Referrers and Affiliates (collectively "Fernsholidayexchange.com Partners") assume no liability, obligation or responsibility in connection with any transactions between you and the other Users of the Website.

Fee Payment

FCT Global, Inc. reserves the right to charge a transaction or exchange fee based on certain completed transactions using our Services. We further reserve the right to alter any and all fees from time to time, without notice.

The Member shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing our Services.

ACCEPTABLE USE OF THE WEBSITE

Your use of the Service must be lawful and consistent with the rules set out here and you agree to be bound by them. In addition, the following rules apply to your use of the Service:

1. You certify to Fernsholidayexchange.com that you are at least 18 years of age.
2. You assume full responsibility for the use of the Service by any minors.
3. Your use of the Service is subject to all applicable local, province, state, national and international laws and regulations. Your conduct is subject to Internet regulations, policies and procedures.
4. You are solely responsible for the content of your transmissions and the products you sell through the Service. You acknowledge and agree that Fernsholidayexchange.com does not endorse the actions, the contents of communications, or the products of the Users.
5. You must obtain and maintain any equipment or ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, modems, hardware, software, and long distance and local telephone service. You are responsible for ensuring that such equipment and ancillary services are compatible with the Service.
6. You must complete all transactions you agree to complete in connection with the Service.
7. The Member shall receive a user id and password or/and unique customer identification number (collectively referred to as "**Log-in Credentials**"). The Member agrees and undertakes at all times to be responsible for maintaining the confidentiality of their Log-in credentials, and

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shall be fully responsible for all activities that occur by use of such Log-in credentials. Further, the Member agrees not to use any other party's Log-in credentials for any purpose whatsoever without proper authorization from such party.

8. You confirm that you are the authorized holder of a credit card or the original account holder used in the transactions you make using our services. We will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for using our Services.

9. The Member also agrees and undertakes to immediately notify us of any unauthorized use of the user's Log-in credentials on the website. We shall not be responsible for any, direct or indirect, loss or damage arising out of the user's failure to comply with this requirement.

PRIVACY

The User hereby consents, expresses and agrees that he/she has read and fully understands the Privacy Policy of FCT Global, Inc. in respect of the website Fernsholidayexchange.com. The User further consents that the terms and contents of such Privacy Policy are acceptable to him/her.

FCT Global, Inc respects your privacy and recognizes the need to protect the personally identifiable information (any information by which you can be identified, such as name, address, telephone number and passport details) you share with us.

As a Member we do not share personal identifying data about you with anyone outside of FCT Global, Inc., Tripvillas, its parent, affiliates, subsidiaries, operating companies and other related entities. FCT Global, Inc. will not sell, trade or disclose to third parties any information derived from the registration for, or use of, any online service (including names and addresses) without the consent of the user or customer (except as required by search warrant, or other legal process or in the case of imminent physical harm to the user or others).

Some of our web pages use "cookies" so that we can better serve you with customized information when you return to our site. Cookies are identifiers which a web site can send to your browser to keep on your computer to facilitate your next visit to our site. You can set your browser to notify you when you are sent a cookie, giving you the option to decide whether or not to accept it. The information we collect and analyze is used to improve our service to you.

Please see the Privacy Policy. By accepting the Agreement, and each time you use the service, you consent to Fernsholidayexchange.com's collection, use and disclosure of your information or Registration Data in accordance with the Privacy Policy without any further notice or any

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liability to you or any other person. As a Member on the Fernsholidayexchange.com site, your activity is automatically generated when you log in or visit FCT Global, Inc.. This information is strictly used for internal review. This information is captured to improve or notify you occasionally of new offers or of important changes. If you choose not to provide the information we request, you can still visit the FCT Global, Inc. website, but you may be unable to access certain options, offers and services. The information that is gathered automatically is viewed by employees or additional staff working on behalf of FCT Global, Inc. or Tripvillas.

Fernsholidayexchange.com will be the final authority as to the interpretation of these Terms and Conditions.

The web site Fernsholidayexchange.com is operated by FCT Global, Inc. ("FHE") a Delaware corporation, from its offices at 750 Sylvan Avenue, APT 40, Mountain View, CA 94041 USA. FCT Global Inc. reserves the right, at any time, to modify, alter, or update these Terms and Conditions of Use, and you agree to be bound by such modifications, alterations or updates.

INTERPRETATION OF NUMBER AND GENDERS

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

SEVERABILITY

If any provision of this User Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

FORCE MAJEURE

FCT Global, Inc. reserves the right to cancel exchange bookings due to any Force Majeure situations and the company will not liable to pay any compensation.

Force majeure comes under all unusual and unforeseeable circumstances beyond the control of FCT Global, Inc. or its partners, the consequence of which neither the organization nor its partners could avoid even with all due care, including, but not limited to, war, threat of war, riot,

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civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, earthquake, adverse weather conditions, epidemics or outbreaks of illness and level of water in rivers etc.

CANCELLATION POLICY

A Member may cancel or change a Confirmed Exchange online or by telephone.

- A. Upon cancellation, the points of the Member's account may be recalculated and refunded according to the following guidelines:
 - a. **Full refund of points:** for cancellations done 45 or more days prior to the start date of the Confirmed Exchange, the Member will receive a full refund of the points used to make such Confirmed Exchange;
 - b. **Partial refund of points:** for cancellations done between 31 and 44 days prior to the start date of the Confirmed Exchange, the Member will receive a partial refund of 50% the points used to make such Confirmed Exchange;
 - c. **No refund of points:** cancellations made 30 days or less prior to the start date of the confirmed Exchange , are not entitled to any refund of the points used. Note: Refunds of Exchange Fees will not be applicable for any of the above (regardless of date of travel and date of cancellation request).
- B. Except as otherwise stated in this User Agreement, when cancellation occurs prior to the start date of a confirmed Exchange, the Member may request another exchange without making an additional Deposit. The then current Deposit Trading Power, Exchange Fees and policies will apply.

The terms listed above may not apply to special programs offered by or through Ferns Exchange, such as nonrefundable programs.