

## INSPIRATO® TERMS AND CONDITIONS

**PLEASE SCROLL DOWN AND READ ALL OF THE APPLICABLE TERMS AND CONDITIONS BELOW, INCLUDING THE INSPIRATO MEMBERSHIP TERMS AND CONDITIONS AND THOSE TERMS AND CONDITIONS SPECIFIC TO YOUR MEMBERSHIP PROGRAM, ALL OF WHICH ARE INCORPORATED HEREIN.**

These **Inspirato® Terms and Conditions** (“**Terms and Conditions**”) govern your use and enjoyment of **Inspirato®** (“**Inspirato**”), any **Inspirato** website and web application (the “**Website**”), the **Inspirato** “**Collection**” of vacation/lodging options, including “**Inspirato Residences**,” “**Hotel & Resort Residences**,” and “**Hotel & Resort Rooms/Suites**,” **Inspirato® Pass**, **Inspirato® Club**, **Inspirato® Select**, **Inspirato® for Good**, **Inspirato® Travel Membership**, **Inspirato® Family**, **Inspirato® Executive**, **Inspirato® Key**, **Inspirato® Trial Membership**, **Hotel Access Membership**, and any other **Inspirato** Membership Program that may be made available to you (each an “**Inspirato Opportunity**”), as well as other opportunities, experiences, services, benefits, and privileges that we may make available to you from time to time in connection with **Inspirato** or your Membership (each an “**Additional Opportunity**”). **Inspirato Opportunities** and **Additional Opportunities** may be collectively referred to as “**Opportunities**”. The terms “we”, “us”, “our” and “Operator” refer to Best of 52, LLC, the operator of **Inspirato**. The terms “you,” “your,” “Member” and “Co-Member,” “Club Member,” “Pass Member” and “Co-Pass Member,” “Select Member” and “Select Traveler,” “IFG Member” and “IFG Traveler,” “Travel Member,” “Trial Member,” “Key Member,” “Family Member,” “Executive Member,” and “Invited Member” refer to you and all **Inspirato** Members and other persons we permit to receive or participate in any Opportunities. “**Member**” or “**Membership**,” as used in these Terms and Conditions, shall include any and all **Inspirato** Members, Club Members, Hotel Access Members, Select Members, Pass Members, Travel Members, Invited Members, IFG Members, and Members of any other **Inspirato** Membership Program that may then exist, regardless of Membership level, access, or Pass purchased. Each Membership is assigned to a “**Membership Program**.” Your Membership Program is the specific offerings and type of Membership (Pass, Club, Hotel Access, Travel Membership, etc.) you purchased or were otherwise provided at the time you joined **Inspirato** or otherwise became a Member, and the specific title, offerings, and terms of such Membership Program may be adjusted from time to time in Operator’s discretion. The term “Guest(s)” refers to your family members, including minor children, invitees, licensees, and other individuals that attend, or participate in, an Opportunity booked under or through your Membership or for which you otherwise participate in.

**Inspirato** Membership and your participation in any Opportunity is offered to you and conditioned upon your agreement to fully accept, adhere to, and be bound by these Terms and Conditions. If you agree to be bound by these Terms and Conditions, click on the “*I agree to the **Inspirato Terms and Conditions***” selection when prompted in your account, on your Member Webpage, or on the enrollment and purchase pages of our Website (the “**Enrollment Webpage**”). In addition, your payment of any fee, including any initiation or enrollment fees, Membership fees, nightly rates, or other fee or cost associated with your Membership Program or any Opportunity, or your participation in an Opportunity regardless of payment shall also be considered your acknowledgment, acceptance, and agreement of these Terms and Conditions. Failure to agree to these Terms and Conditions means you will not be eligible to proceed with the **Inspirato** enrollment process, activate your Membership, or participate in an Opportunity. Any additional terms and conditions set forth on the Enrollment Webpage, inclusive of any state-specific disclosures, and the Reservation and Use Rules applicable to your Membership or Membership Program (“**Reservation Rules**”) are incorporated herein by reference and are made part of these Terms and Conditions as if fully stated herein. These Terms and Conditions, the content on your Member Webpage, and such other documents, terms, conditions, rules, plans and policies governing your Membership and Membership Program are collectively referred to as the “**Inspirato Documents**,” all of which may be amended by Operator in its sole discretion.

**1. Operator.** The operator of **Inspirato®** is Best of 52, LLC, a Delaware limited liability company, and subsidiary of **Inspirato** LLC. Operator’s address, email address and telephone number are 1544 Wazee Street, Denver, Colorado 80202, info@inspirato.com, (303) 586-7771. Best of 52, LLC is registered with the State of Florida as a Seller of Travel Registration No. ST38403; Washington Seller of Travel Registration No. UBI 603086598; California Seller of Travel Registration No. CST 2107465 (registration as a seller of travel in California does not constitute approval by the State of California and Operator is not a participant in the California Travel Consumer Restitution Fund). Pursuant to Haw. Rev. Stat. § 468L-1 et. seq., Operator maintains a Hawaii travel agency trust account named “Best of 52, LLC Client Trust Account” at First Hawaiian Bank, 215 Papalaua Street, Lahaina, Hawaii 96761. Operator and its authorized agents, representatives, vendors, successors or assigns may perform Operator’s obligations and exercise its rights hereunder.

**2. Inspirato; Your Membership; and Good Standing.** **Inspirato** is a composition of limited access rights to our

Collection options that are made available to you and subject to the *Inspirato Documents*. Your Membership is not an interest, equity or otherwise, in Operator, its affiliates, or any other legal entity and does not entitle you to any share of assets, income, gain or voting rights. You are in no way acquiring any vacation ownership interest or real property interest, and your Membership does not constitute the rental, leasing, letting or granting of a license to use any living quarters or sleeping or housekeeping accommodations in, from, or a part of, or in connection with, any hotel, apartment house, rooming house or camp, park, condominium or resort. Your purchase of a Membership does not provide you with ownership in, or the recurring right to use for a period of time, any specific Collection option or other accommodation or facility. Collection options may be removed from availability or your Membership Program at any time in Operator's sole discretion, and Operator makes no guaranty or assurance as to the availability of any Collection option or Opportunity when desired or the continued availability of any specific component thereof. Collection options are not divided into, and Member reservations are not allotted from, any use or occupancy periods or intervals of time. Use and occupancy is predicated on the right to occupy available Collection options common among all Members (subject to Membership Program and other policies), on a first come, first served basis, unless otherwise specified by Operator during certain dates, and without a specific minimum or maximum number of nights allocated to or prearranged for any Member. The services to be provided under these Terms and Conditions shall commence as of the date you agree to these Terms and Conditions or otherwise become bound thereto. Your Membership does not entitle you to the receipt of any good, service, product or merchandise at a discount, and Opportunities are not obtained or provided from cooperative purchases. Your Membership is purchased for recreational and personal use only and is not to be purchased as an investment. You may not use your Membership or any of our Collection options for any commercial or investment purposes, for running or promoting a business, or otherwise to obtain a financial gain. A Member in "**Good Standing**" is a Member: (a) who is current in the payment of all amounts due to Operator, (b) who has a current and approved payment method on file with Operator, (c) who is in compliance with all applicable *Inspirato Documents*, (d) whose Membership is not suspended or terminated by Operator, (e) whose Membership Term has not expired without renewal, (f) whose Membership, if subject to a trial term arising from an agreement with a third-party, has not fallen out of good standing with such third-party, (g) who has not asserted or overtly threatened any claim or action against Operator or any Indemnified Party (as defined below), (h) who is not using its Membership or any Collection option for running any commercial or investment purpose; and (i) whose Membership has not otherwise been cancelled, terminated, or suspended by Operator.

**3. Fees Payable by Members.** All Members are required to maintain a valid credit card or other approved payment method on file with Operator at all times. Except as may otherwise be provided in the *Inspirato Documents* or in writing by an authorized representative of Operator, all fees and charges payable by Members hereunder must be paid in U.S. dollars and are due on demand, which may be made electronically, or may be charged to the Member's credit card or other payment method on file with Operator without additional notice to you, which such charges you hereby expressly authorize. Should any such bill remain delinquent for over thirty (30) days, your Membership may be immediately suspended, and such unpaid amount will incur interest charges of one and one half percent (1.5%) per month (but shall not exceed the maximum amount permitted by law). Continued failure to pay any such charge or any other failure to timely make payments due hereunder is grounds for immediate termination of your Membership. Operator reserves the right to accept or reject any credit card network or issuer in its sole discretion with or without advance notice to you. Operator makes no representations or warranties regarding its acceptance of any specific credit card network or issuer and its failure to accept a specific credit card network or issuer shall in no way relieve you of your obligations herein, including all payment obligations, nor shall the same constitute grounds for you to terminate your Membership. In the event your payment method on file is with a credit card network or issuer that is no longer accepted by Operator, you agree to update the same with an acceptable form of payment immediately upon notice from Operator. You agree that Operator is authorized to charge any outstanding amounts to your credit card or other payment method on file with Operator and you consent to Operator utilizing third party payment processors to update your payment card information ("**PCI**") as needed, including, without limitation, when your PCI has expired or there are changes to your account. Notwithstanding anything to the contrary herein, Operator reserves the right, in its discretion, to impose a surcharge on all payments made by credit card. Such a surcharge, if applicable, will be disclosed at the time of payment and will not exceed the amount permitted by applicable law.

**4. Charges for Taxes and Fees.** In connection with processing all reservations for an *Inspirato Opportunity* or *Additional Opportunity*, a portion of the charge to your credit card or other payment method on file with Operator may include a charge for Taxes and Fees, in addition to any applicable surcharges. This charge includes an estimate of the amount we pay to any applicable taxing authority in connection with your reservation for taxes owed on your lodging and may include, without limitation, taxes for sales and use, transient and/or hotel occupancy, room, excise, value added and/or other taxes. The amount payable to the applicable taxing authority in connection with your reservation may vary based on the jurisdiction in which the lodging where you will be staying is located, and may be less than the amount we estimate, the balance of which we retain as part of the compensation for our services and the administration of your reservation and

booking process. You are solely responsible for payment of all Taxes and Fees, as well as any additional charges imposed by any municipality, state, federal or other government authority in connection with your Membership and receipt of Opportunities, including, for example, payment of all departure taxes, sales taxes, or similar charges. As a convenience to you, such charges may be collected by Operator at the time of booking and may be part of the Opportunity Fees and Additional Opportunity Fees, respectively. Taxes and Fees apply to certain Collection options only but may not apply to Inspirato experiences or partner experiences, each of which may have separate and different charges for taxes and fees.

**5. Folio Charges and Other Expenses.** You are solely responsible for payment of all transportation, food and beverage, including groceries, telephone, Collection-specific charges, Opportunity-specific charges, and any other items of a personal nature associated with any use of your Inspirato Membership (collectively, “**Folio Charges**”). In addition, Operator may, from time to time, enter into agreements with certain hotel, club, resort, and operators to provide Members with access to certain additional amenities or properties (e.g., golf courses, beach clubs, or fitness facilities). Access to such amenities may require payment of usage, access, and/or other fees, as may be indicated in your Confirmation Email. As a convenience to you, Operator may occasionally offer you the opportunity to charge certain services to your Inspirato account. By choosing this option, you authorize Operator to charge all such amounts, including Folio Charges and any applicable surcharges and fees, to your credit/debit card or other payment system on file with Operator at the time of booking the service or upon your departure from an Inspirato Trip. In addition to Folio Charges, Operator may apply a service fee to the total amount owed, as determined in Operator’s discretion. The service fee is intended to partially cover Operator’s administrative efforts in managing your Folio. The service fee amount may be presented as a flat fee or a percentage of the total charges and is subject to adjustment in Operator’s discretion. The current service fee amount, if applicable, will be disclosed at the time charges are incurred. In some instances, Operator may permit you to settle such charges prior to departure from an Inspirato Trip. Only Members in Good Standing with a valid credit/debit card or other payment system on file with Operator are entitled to these charging privileges.

**6. Travel Allowances.** Operator may from time to time issue credits to a Member’s account for future travel to a Collection and other use and enjoyment of Opportunities (collectively, “**Travel Allowances**”). Travel Allowances may be granted in two separate forms, “**Travel Credits**” and “**Travel Perks**”, each of which have different terms, conditions and restrictions for issuance and use, and both of which are non-refundable, cannot be converted to cash, and are subject to all applicable terms, conditions and other policies enacted by Operator from time to time. Except as otherwise provided by Operator, or as prohibited by applicable law, Travel Credits may be issued by Operator for cancellation refunds (as further described below and in the Reservation Rules) or may be purchased by Members and may generally be used for payment of the Nightly Rate and Taxes and Fees, or the Long-Term Trip Rate, as applicable, in all Collection travel, or payment of either your Annual Membership Fee or Monthly Membership Fee, as applicable, but may not be used to settle or pay for Folio Charges. Travel Credits automatically expire on the three (3) year anniversary of issuance. Travel Perks are issued for sales or other Member incentives, valid Member referrals, as well as concessions and appeasements. Travel Perks may only be used towards Collection travel, but only for payment of the Nightly Rate portion of an Opportunity Fee or Additional Opportunity Fee (e.g., Travel Perks may not be used for payment of Taxes and Fees). Travel Perks may not be used as payment of your Initiation Fee, Annual Membership Fee or Monthly Membership Fee, as applicable. Travel Perks may not be used to settle or pay for Inspirato Member events, Partner Experiences, or Folio Charges. Travel Perks expire on the one (1) year anniversary of issuance; provided, however, Operator may issue Travel Perks with expiration dates of earlier than one (1) year, through promotions, incentive or otherwise. Expiration of both Travel Credits and Travel Perks are based on date of booking (instead of date of travel), but may not be extended by virtue of using the same for travel after their expiration date (e.g., you must book an Opportunity using Travel Credits or Travel Perks, as applicable, prior to their expiration, and cancellation of such Opportunity will not result in a refund of expired Travel Credits or Travel Perks if the cancellation occurs after the corresponding expiration date). Terms and conditions of issuance and use may be changed by Operator at any time, without advanced notice, and in Operator’s sole discretion.

**7. Disputed Charges.** You agree that any charges incurred under, or in connection with, your Membership, including but not limited to Enrollment Fees, Monthly Membership Fees, Annual Membership Fees, Collection or reservation fees, Folio Charges, services fees, surcharges, or any other amounts owed, are final and non-disputable through any credit card issuer, bank, or other payment processor. Instead, any disputes regarding charges must be resolved exclusively through the dispute resolution process outlined in these Terms and Conditions. In the event you initiate a chargeback or otherwise dispute any charge with your credit card issuer, bank, or payment provider in violation of this provision, Operator reserves the right in its sole discretion to immediately place your Membership out of Good Standing and cancel without penalty any outstanding travel with Inspirato. Reinstatement of your Membership will be conditioned upon full repayment of any amounts owed to Inspirato, including disputed charges, any fees or penalties incurred by Operator as a result of the

chargeback, and any applicable reinstatement fees.

**8. Membership Sharing.** To the extent expressly permitted in the Inspirato Documents applicable to your Membership, Membership reservations may be shared with non-Members (“**Sharing**”) if Sharing has been purchased in advance for an additional monthly fee or otherwise added to your account in the sole discretion of Operator. Unless otherwise stated in the Reservation and Use Rules, if you are eligible for Sharing, you may Share up to ten (10) reservations, or with up to ten (10) people, per year of your Membership. Notwithstanding the foregoing, if you have Sharing privileges, you may only share your Membership reservations with Guests who agree to abide by these Terms and Conditions, the Guest Travel Rules, and any other applicable Inspirato Documents. Sharing privileges may be revoked or suspended at any time in Operator’s discretion.

**9. House Rules and Opportunity Rules.** Because many of the Collection options in our portfolio have unique characteristics, we reserve the right to enact separate and distinct rules for each Collection option (as to each, the “**House Rules**”). We also reserve the right to enact separate rules for each Opportunity (“**Opportunity Rules**”). House Rules and Opportunity Rules may change from time to time without advanced notice at Operator’s sole discretion and may be based on, among other things, contractual obligations, laws, leases, and regulations governing each Collection option or Opportunity including, without limitation, any applicable zoning regulations and governing documents (e.g., homeowners’ association covenants, conditions and restrictions) and third-party service provider/owner and Operator-imposed rules. We will provide you with notice of applicable House Rules and Opportunity Rules, respectively, at the time a reservation is made, which may be updated prior to your stay. By agreeing to these Terms and Conditions, or otherwise staying at a Collection option or otherwise participating in an Opportunity, you agree to comply with all applicable House Rules and Opportunity Rules. Unless explicitly stated otherwise by Operator in an Inspirato Document, all Opportunities are for your personal use only and may not be rented, sold, gifted, auctioned, donated, or otherwise transferred to any third party.

**10. Maximum Occupancy.** Occupancy of Collection options shall not exceed the maximum number of persons, regardless of age, specified by Operator in its email confirmation of your reservation or order (“**Confirmation Email**”) or on the Website, or otherwise provided in any federal, state, or local statute and/or ordinance (“**Maximum Occupancy**”). In the event that your party exceeds any applicable Maximum Occupancy, Operator may, in addition to its other rights and remedies, immediately refuse or terminate occupancy of the reservation, and any nights remaining in such Opportunity shall be cancelled without refund and all travel fees shall be retained by Operator as liquidated damages, and not as a penalty.

**11. Check-In and Check-Out Times; Holdover Occupancy.** Unless otherwise specified in writing by Operator, Member and Guest arrivals shall be no earlier than 4:00 p.m. local time (“**Check-In Time**”) and Member and Guest departures shall be no later than 11:00 a.m. local time (“**Check-Out Time**”). Early check-in and later-check out requests may be honored in Operator’s discretion, if available, though a fee may apply for any such requests. In the event any Member or Guest fails to timely vacate a Collection, they shall be deemed a “**Holdover**”. Operator reserves the right to take any such steps as it may deem to be necessary to remove any such Holdover from a Collection option, and to assist any other Member who may be affected by such Holdover in finding comparable alternative accommodations, as determined in Operator’s sole discretion. The Holdover shall be fully responsible for each of the following “**Holdover Charges**”: (a) the cost of any alternate accommodations secured for the Member or Guest affected by the Holdover’s failure to vacate or if such alternate accommodations cannot be secured or are not desired by the affected Member or Guest, the affected Member or Guest’s entire Opportunity Fee, if applicable; (b) any other costs incurred by Operator or the affected Member or Guest related to such Holdover’s failure to vacate, including legal costs; and, if applicable, (c) the Nightly Rate, in addition to all applicable Taxes and Fees, for each night of occupancy, or a pro-rated share of the Long-Term Trip Rate for each night of occupancy (as applicable), in addition to an administrative fee of fifty percent (50%) of the Nightly Rate or the Long-Term Trip Rate for each night of occupancy (as applicable), such fee to be charged by Operator as liquidated damages for Operator’s internal costs and not a penalty. In the event it is necessary for Operator to contract for a period greater than the actual period of holding over in order to secure alternate accommodations for another Member or Guest as set forth above, the entire period shall be the responsibility of the Holdover. By agreeing to these Terms and Conditions, Member agrees that Operator is authorized to charge any and all Holdover Charges to such Member’s credit/debit card or other payment system on file with Operator, which such charges may be made daily for any night of holdover occupancy. Failure to pay is grounds for suspension or termination of your Membership, which termination shall not affect our right to receive full payment of Holdover Charges. We reserve all legal rights to collect any such Holdover Charges.

**12. Smoking and Pet Policies.**

**A.** Smoking of any kind is absolutely prohibited inside any Collection option, including, without limitation, all Inspirato Residences and Hotel & Resort Residences, and Members are responsible for any smoking that occurs whether committed by them or anyone else at such Collection option during such Member's reservation. Smoking is also not permitted in the surrounding area outside of a Collection option (for example, on a balcony). Please see the applicable House Rules for additional information. Members shall be solely responsible for all cleaning and related costs and fees that Operator may charge as a result of the violation of this policy, which includes, but is not limited to, a \$250.00 administrative fee.

**B.** Unless explicitly stated otherwise by an authorized representative of Operator, all pets and other animals are absolutely prohibited at all Collection options, including, without limitation, all Inspirato Residences and Hotel & Resort Residences. In cases of an animal meeting the definition of a "service animal" under the Americans with Disabilities Act (ADA), as determined by Operator, and for which you have notified Operator sufficiently in advance and agreed to be bound by any additional conditions, Operator may permit the service animal, subject to approval by the landlord or other agent of the specific Collection option for which you are requesting the exception. Nothing herein may be construed to imply that Operator is subject to the requirements of the ADA in all cases (particularly with respect to Inspirato Residences and Hotel & Resort Residences) or is otherwise required to permit any animals in Collection options, even to the extent such animals meet the definition of a "service animal" under the ADA. Further, Members shall be solely responsible for all cleaning and related costs and fees that Operator may charge as a result of (i) the violation of this policy and (ii) an animal's presence in a Collection option if authorized and permitted by Operator. You acknowledge and agree that the imposition of such fees is allowable and any amount charged is reasonable under the circumstances.

**13. Property Damage; Traveler or Guest Traveler Conduct.** You and your Co-Member are jointly, severally and fully responsible for your actions, your Co-Member's actions, and the actions of your Guests during all use and enjoyment of an Opportunity or otherwise in connection with your Membership or our Collection options. No person may remove from any Collection option any property or furniture belonging to Operator, the landlord, the property owner, or any of their agents, respectively. Members are responsible for the full replacement cost and any damaged or missing property, as determined by Operator in its discretion. By agreeing to these Terms and Conditions, you agree that Operator is authorized to charge any and all loss and damages sustained to a Collection option, or any property of Operator or its third party service providers and property owners, during your Opportunity to your credit/debit card or other payment system on file with Operator. In the alternative, Operator has the right to invoice Members and/or their Guests for any such amounts, which such invoice must be paid immediately, including any fees or costs of collection, including legal costs associated therewith. Failure to pay is grounds for suspension or termination of your Membership account, which termination shall not affect our right to collect the entire invoiced amount. In addition, in the event of any Member whose conduct, or whose Guest's conduct, is deemed by Operator to be likely to endanger the welfare, safety, harmony or good reputation of Inspirato or Operator ("Bad Conduct"), Operator may immediately refuse or terminate occupancy of the Inspirato Opportunity (a "Bad Conduct Cancellation") and further reserves the right to suspend or terminate your Membership as a result of Bad Conduct (a "Bad Conduct Termination"), in each case at Operator's sole discretion. In the event of a Bad Conduct Cancellation, any nights remaining in such travel reservation shall be cancelled without refund and all related fees shall be retained by Operator as liquidated damages, and not as a penalty. Membership subject to a Bad Conduct Termination will not be permitted to create a new Membership account or otherwise receive Opportunities.

**14. Personal Property.** Members and their Guests, as a condition of enjoyment of any Membership travel, assume sole responsibility for their personal property. Operator is not responsible for any loss or damage to any private property used or stored at any Collection option.

**15. No Tenancy; No Economic Gain.** You represent and agree that you are not deemed a tenant during any Opportunity or stay at a Collection option, regardless of duration, and you and your guests will not obtain any tenant rights resulting from any Opportunity or Collection option, all of which are hereby expressly and forever waived. Further, you represent and warrant that you currently do, and will throughout the entirety of any Opportunity or stay at a Collection, maintain a primary residence which is other than that of the property which is the subject of the Opportunity. In addition, you are responsible for confirming that all individuals, Guests, or other invitees that join an Opportunity or stay at a Collection will maintain a separate primary residence and will waive and disclaim any tenant rights which could otherwise be acquired during, or as a result of, the subject Opportunity. In addition, you shall not charge a fee nor receive any economic or non-economic benefit in connection with sharing an Opportunity, including an Inspirato Opportunity or Additional Opportunity, with any individuals, Guests, or other invitees.

**16. Breach of Terms and Conditions; Termination of Membership.** Your Membership may be suspended or terminated by Operator, in its sole discretion, if you breach any provision of these Terms and Conditions or any other Inspirato Document, including breach of the Member conduct provisions of your Reservation Rules or Travel Rules, or if your Membership is no longer in Good Standing. Neither termination nor suspension, whether caused by breach, your election not to renew your Membership, or otherwise, relieves you of any outstanding obligations relating to your Membership. In the event your Membership is suspended or terminated, all existing reservations for Inspirato Opportunities and Additional Opportunities will be cancelled and all monies you previously paid, including your Opportunity Fees, Additional Opportunity Fees and other amounts paid in furtherance of any cancelled reservation, will be retained by Operator as liquidated damages for our administrative expenses, and not as a penalty, which you agree is a reasonable estimate of our damages.

**17. Divorce or Termination of Life Partnership.** You may add your spouse or life partner to your Membership or Pass as a “Co-Member” or “Co-Pass Member”, as applicable (together, “**Co-Member**”), by confirming the same with your Member Care team. You may also remove your Co-Member from your Membership through your Member Care team, subject to Operator’s discretion. Operator reserves the right to provide or limit the sharing of information pertaining to your Membership between Co-Members in its discretion. Your Membership is personal to you and your Co-Member and may not be transferred to any other person. Use of Opportunities by Guests is governed by the Reservation Rules. For married couples and couples in a legally-recognized life partnership or union, membership is maintained in each of the Member and the Co-Member. In the event that the Member and the Co-Member are divorced or the union is otherwise terminated, and both the Member and Co-Member wish to continue the Membership, both the Member and Co-Member will have the option of continuing the Membership in a manner separate from the former spouse or life partner. In such event, the Membership shall be split into two (2) separate, equal memberships, with both Members responsible for separate Annual and Monthly Membership Fees on the next renewal date, and on all renewal dates thereafter. In the event that only the Member or the Co-Member wishes to continue the Membership, Membership shall be maintained only in the continuing Member. Continuation of the Membership by the Member or Co-Member is not in any way dependent upon continuation of the Membership by the other. A Member or Co-Member who continues the Membership shall thereafter be permitted to add any new spouse or life partner to such membership as a Co-Member. All continued Memberships are and shall remain subject to the payment of all applicable Membership fees related thereto and other amounts payable in connection therewith and shall be bound to all applicable Inspirato Documents.

**18. Death of Member and/or Co-Member.** Upon the death of either the Member or the Co-Member (but not both persons), the Membership shall automatically continue in the surviving spouse or life partner, who shall thereafter be permitted to add any new spouse or life partner to such membership as a Co-Member. Upon death of the sole Member (in the event that there is no Co-Member) or the death of both of the Member and Co-Member, the Membership may be transferred to a natural person (“**Successor**”) in accordance with the applicable laws of succession, provided that such Successor must agree, in writing, to accept the transfer of such Membership, pay the applicable Succession Fee described below and agree to such documents as required by Operator to evidence the Successor’s agreement to be bound by the Inspirato Documents. Transfers upon death shall be conducted in accordance with this Section and the applicable laws of succession. As a condition of any transfer to a Successor, the Successor shall be required to pay the then-applicable “**Succession Fee**” (currently in the amount of \$500.00), subject to increase by Operator from time to time in its sole discretion. If a person to whom a deceased Member’s Membership is to be transferred in accordance with the applicable laws of succession does not desire such Membership or otherwise fails to pay the applicable Succession Fee within ninety (90) days of the transfer pursuant to the applicable laws of succession, such Membership will be terminated. All Memberships transferred in accordance with this Section are and shall remain subject to the payment of all applicable Membership fees related thereto and other amounts payable in connection therewith.

**19. Representations and Warranties.** As a condition of the effectiveness of your Membership, you represent and warrant that (a) you are at least twenty-five (25) years of age, unless otherwise agreed to by Operator in writing by an authorized representative, in Operator’s sole discretion, and possess the legal authority to create a legally binding obligation; (b) you will use the Website and all Opportunities in accordance with the Inspirato Documents; (c) your acquisition of your Membership is solely for personal enjoyment, is based upon its value as a leisure time experience and is not for investment or for-profit purposes and may not be sold for profit; (d) no aspect of your Membership has been represented to you as an investment opportunity; (e) all information which you have supplied to Operator is true, accurate, current and complete; and (f) our representatives may offer products and services to you via email, telephone or mail and you consent and agree to receive such offers.

**20. Member-Investor Benefit.** Operator has discontinued the Member-Investor Benefit effective as of July 8, 2024. However, if you are a member in Good Standing and participated in the Member-Investor Benefit by holding at least 2,500

shares of Inspirato Incorporated Class A stock (ISPO) continuously for at least six (6) months between May 9, 2023 and July 8, 2024, and were a member in Good Standing during the entirety of such time period, and have not previously been provided the ability to book a complimentary Inspirato vacation, you may still be eligible for such benefit in Operator's discretion, subject to the terms and conditions in place at the time of your participation as determined by Operator, including those relating to the October 17, 2023 reverse stock split. Please direct all inquiries related to the Member-Investor Benefit to Operator by email at [ir@inspirato.com](mailto:ir@inspirato.com).

**21. Inspirato Rewards.** Certain Membership Programs, as designated by Inspirato in its discretion, may be eligible to participate in the "**Inspirato Rewards Program**," which is a loyalty program which may be offered by Operator to Eligible Members (defined below). For the full terms and conditions of the Inspirato Rewards Program, please see the Inspirato Rewards Rules, Terms, and Conditions located at <https://www.inspirato.com/legal-pages/rewards/>, as the same may be amended from time to time by Operator in its sole discretion. Eligible Members may qualify for differing tiers of the Rewards Program based on their Total Eligible Spend with Inspirato. Eligible Members only include Members who currently pay Annual Membership Fees, Monthly Membership Fees, Annual Subscriber Fees, or Invited Membership Fees for their current Membership. Members with a complimentary Membership shall not qualify for Inspirato Rewards. The "**Total Eligible Spend**" shall include spend with Inspirato by the Eligible Member (and the Co-Member) towards their Membership only on: (i) all year-to-date Annual Membership Fees, Monthly Membership Fees, Annual Subscriber Fees, Enrollment Fees, Opportunity Fees, Additional Opportunity Fees, pre-paid Annual, or Monthly Membership Fees or Invited Membership Fees, purchase of Travel Credits (in minimum \$10,000 increments only), and Taxes & Fees paid on all said spend; plus (ii) a credit equal to five percent (5%) of the Member's Lifetime Spend from January 1, 2017 through December 31st of the preceding calendar year (reduced by any refunds provided), towards the applicable Membership only. "Lifetime Spend" shall mean all spend with Inspirato by an Eligible Member (and the Co-Member) during their current Membership term and between January 1, 2017 through December 31<sup>st</sup> of the preceding calendar year, towards their Membership only, on Annual Membership Fees, Monthly Membership Fees, Annual Subscriber Fees, Enrollment Fees, Opportunity Fees, Additional Opportunity Fees, pre-paid Annual, or Monthly Membership Fees or Invited Membership Fees, purchase of Travel Credits during the lifetime of your Membership, as an Eligible Member, with Inspirato, and Taxes & Fees paid on all said spend, paid towards the applicable Membership only, less any refunds provided during such time period. For the avoidance of doubt, Total Eligible Spend shall not include Folio Charges or any charges outside of the charges detailed above. Total Eligible Spend and Lifetime Spend shall also include spend attributed to ER Days, in an amount determined by Inspirato, for Eligible Members. If a Member resigns their Membership and rejoins at a later date, the Member's Lifetime Spend shall: (i) be calculated as of the date the Member rejoins; and (ii) not include any spend prior to the date the Member rejoined; unless permitted otherwise by Operator, in Operator's sole discretion. Total Eligible Spend shall be updated daily, as determined by Operator. Once you become eligible for the Rewards Program, you can begin enjoying the benefits immediately, and you'll maintain your status for the remainder of the calendar year in which you qualified through June 30th of the following year (the "**Eligibility Period**"). Operator reserves the right to amend or terminate its Inspirato Rewards Program at any time in its discretion.

**22. Electronic Signature Consent and Communications.**

**A. General.** Operator may, in its sole discretion except as otherwise provided in this Section, provide all agreements, disclosures and other communications (collectively, "**Communications**") to you by electronic means. Any Communications may include a copy of these Terms and Conditions, the Reservation and Use Rules, all other Inspirato Documents, confirmations of Opportunities (Inspirato Opportunities or Additional Opportunities) reservations, member marketing communications (e.g., Jaunt, new property announcements, reservation offers and promotions, etc.), House Rules, Additional Opportunity Rules, changes in terms or fees notices, privacy notices, and all other materials and notices that we choose or are required to provide to you. However, if an applicable law or regulation requires that the particular Communication be provided to you in paper form, we will provide it to you electronically only after you have waived your right to receive it in paper form in accordance with such applicable law or regulation. In addition, even if you have consented to electronic delivery of disclosures, we may still provide any Communication to you in writing in our discretion.

**B. Delivery of Electronic Communications.** When we do provide Communications to you electronically, such Communications may be delivered to your Provided Email Address (as defined below), or we may post such Communications on our Website. If we post Communications on our Website, we may send a message to your Provided Email Address alerting you to the posting. We reserve the right to send any or all records to you in paper form to your current postal mailing address on file. Electronic Communications shall have the same effect as if sent to you in paper form.

**C. Paper Copies.** You have a right to receive a paper copy of your enrollment via the Enrollment Webpage and these Terms and Conditions and any other Communications if applicable law specifically requires us to provide such documentation. To request a paper copy, you must submit a tangible, non-electronic, written request to us at 1544 Wazee Street, Denver, Colorado 80202, Attn: Electronic Records, with the details of your request, along with a copy by email to [legal@inspirato.com](mailto:legal@inspirato.com). Paper copies will be provided to you at no charge within fourteen (14) days of receipt of the written request.

**D. Your Email Address.** You agree to maintain the e-mail address provided with your Membership enrollment or any substitute therefore (collectively, your “**Provided Email Address**”) as a valid, active email address. If you fail to maintain a valid Provided Email Address, then any notice we send to your old email address shall be deemed sufficient notice. You acknowledge and agree that the Internet is inherently insecure, and that we have no liability to you for any loss, claim or damage arising out of, or in any way related to, our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or the Provided Email Address. Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us in the event that a communication cannot be authenticated to our satisfaction.

**23. Website Use.**

**A. Access to Website.** As a Member you will have access to “Member Only” areas of the Website and your Member Webpage via the username and password you selected as part of the enrollment process. You are prohibited from sharing your password with anyone other than your Co-Member, if any, which may also be provided their own username and password from Operator. You may request an additional username and password for a personal assistant. You must notify Operator immediately if your password becomes compromised. You are fully liable for (i) all of your activities or omissions (and those of your Co-Members) in connection with the Website, and (ii) all activities on the Website originating from your username and password, including unauthorized use. Your access to and use of the Website are subject to the Inspirato Documents. We may provide, expand or discontinue any features on the Website at any time without advance notice to you. We retain the right at our sole discretion to deny access to anyone to our Website for breach or other violation of these Terms and Conditions or other Inspirato Documents. You agree not to use your Membership for any unlawful purpose.

**B. Website Content.** The text, graphics, images, video, metadata, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the “**Content**”) on our Website is our property or the property of our partners and is protected by copyright and other intellectual property laws. You agree not to rearrange or modify the Content. You agree not to create abstracts from, scrape or display our Content for use on another website or service.

**C. Website “As Is.”** We do not represent or warrant that you will have continuous or uninterrupted access to our Website or that the functions of our Website will be error free. Our Website is provided to you “as is” and “as available,” and Operator and its service providers make no representation or warranty relating to the Website, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of our Website shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Website.

**D. Links or Pointers to Other Websites.** Operator makes no representations about any other website that you may access through our Website. When you access a non-Inspirato website, please understand that it is independent from us, and that we have no control over the content thereon. In addition, a hyperlink to a non-Inspirato website does not mean that we endorse or accept any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. Access to any third-party website linked to our Website is entirely at your own risk.

**24. Privacy and Your Account.** You agree that your registration and enrollment data and other information about you are subject to our Privacy Policy at <https://www.inspirato.com/legal-pages/privacy-policy/>, which may be updated from time to time in our discretion.

**25. Assignment; Amendments; Entire Agreement.** Your Membership is personal to you and not assignable or transferable in whole or in part, nor shall it be pledged or encumbered, without Operator's prior written consent. Operator has the right, in its sole discretion, to amend these Terms and Conditions and any other Inspirato Documents at any time, and such amendments will be effective: (i) when posted on our Website or your Member Webpage; (ii) when we have delivered notification thereof to your Provided Email Address or Member Webpage; (iii) upon the renewal of your Membership; or (iv) upon your reservation or enjoyment of any Opportunity, whichever occurs first, unless you notify Operator in writing by email to [legal@inspirato.com](mailto:legal@inspirato.com) of your refusal to accept such updates within fifteen (15) days of such updates, in which case, Operator reserves the right to suspend or resign your Membership. These Terms and Conditions will be effective beginning on your Membership commencement date and will continue to be effective, as amended from time to time, until your Membership is terminated or expired or these Terms and Conditions are amended at which time the amended version shall control. All provisions of these Terms and Conditions shall survive termination of your Membership. The Enrollment Webpage, these Terms and Conditions, the Reservation Rules and the other Inspirato Documents constitute the entire agreement between us and you pertaining to the subject matter hereof.

**26. Assumption of Risk; Limitation of Liability; Indemnification and Release.**

**A.** By agreeing to these Terms and Conditions, you agree to **ASSUME ALL RISKS** associated with your use and enjoyment of Inspirato Opportunities and Additional Opportunities. Further, your agreement is undertaken with full knowledge that your use and enjoyment of the Inspirato Opportunities and Additional Opportunities can be hazardous and presents a risk of possible injury and/or death. You also **ASSUME ALL RISKS** associated with your use and enjoyment of any workout or exercise equipment included with or made available at any Inspirato Opportunity. You accept any and all risk of injury or death sustained by you or any Guest while in occupancy or using any Inspirato Opportunity or receiving any Additional Opportunity or otherwise directly or indirectly related to your Membership. You also **ASSUME ALL RISKS** during an Opportunity associated with your use or enjoyment of, and any Guest's use or enjoyment of, any golf cart(s) or other motorized vehicle(s), including but not limited to automobile(s) (collectively a "**Vehicle**"). In consideration of making any Vehicle(s) available to you and any Guest, you agree to hold harmless, release, defend, and indemnify all Released Parties (defined below) from any and all liability, damages, and/or claims for injury or death to persons or damage to property, including personal property and real property, arising from or relating to, whether directly or indirectly, from your use or any Guest's use of a Vehicle. You agree not to sue any Released Party and agree to release any right to make a claim or file a lawsuit against any Released Party.

**B.** In no event will Best of 52, LLC, Inspirato LLC, Inspirato Incorporated or each of their respective affiliated companies and subsidiaries, and all of their respective members, managers, officers, directors, employees, agents or third party service providers, property owners, insurance companies, successors in interest, commercial and corporate sponsors, representatives, and assignees (each hereinafter a "**Released Party**") be liable for, and you hereby release the same from and waive all claims whatsoever for: (i) any consequential, indirect, incidental, special, or punitive damages, under any legal theory including, but not limited to, breach of contract or negligence (including, for example, consequential damages relating to the cancellation of any Inspirato Opportunities or Additional Opportunities by Operator); (ii) any personal or bodily injury, damage, accident, loss or theft of personal property that occurs in connection with your use and occupancy of Inspirato Opportunities and Additional Opportunities, in each case unless the same results from the gross negligence or willful misconduct of a Released Party; and (iii) any damages, losses, penalties, expenses or costs resulting from any act or omission of any other individual or entity providing products and/or services in connection with the Opportunities. Any liability of such persons in connection with any claim or action arising out of or in connection with your Membership and/or the Opportunities shall be limited to reimbursement of amounts which you have paid to Operator hereunder.

**C.** In consideration of your Membership and allowing you to use and enjoy the Inspirato Collections, you forever agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** each Released Party from any and all loss, cost, damage, liability (including reasonable attorney's fees) and/or claims (collectively, "**Claims**") asserted, threatened, arising from, related to, or in connection with (i) any injury or death to persons or damage to property arising from your use and enjoyment of Inspirato Opportunities and Additional Opportunities or otherwise directly or indirectly related to your Membership; (ii) the above-described risks to you or any other Guest; (iii) your or any Guest's breach of the Inspirato Documents; (iv) any fraud committed by you or any Guest; (v) any damage to a Collection option or other property of Operator or its third party service providers and affiliates caused by you or any other Guest; (vi) any violation of laws or rights of a third party by you or any Guest; (vii) the unauthorized use of your Member Webpage by any third party; and (viii) any act or omission of a Released Party, in each case unless the same results from the gross negligence or willful

misconduct of a Released Party. You also forever agree to take full responsibility for any injury or loss, including death, to you or any Guests which you or any Guest may suffer, arising in whole or in part out of your use and enjoyment of the Inspirato Opportunities and Additional Opportunities and your Membership, including those injuries and damages caused by any Released Party's alleged or actual negligence or breach of any express or implied warranty. By agreeing to these Terms and Conditions, you forever agree **NOT TO SUE A RELEASED PARTY** and forever agree you are **RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY** with respect to any waived or indemnified claims arising as a result of risks described in this Section. You forever acknowledge that you are also agreeing to this release on behalf of your minor child(ren) (to the extent the same are Guests) as a parent or legal guardian, and that you are **WAIVING CERTAIN RIGHTS ON BEHALF OF YOUR MINOR CHILD(REN)** that the minor child(ren) otherwise may have and that the minor child(ren) shall be bound by all the terms of this release and these Terms and Conditions. Further, you forever agree that any and all claims for property damage, injury and/or death regarding an alleged incident shall be governed by Colorado law, without regard to its or any other jurisdiction's conflict of laws principles and exclusive jurisdiction of any claim shall be in the Denver District Court or in United States District Court for the District of Colorado. We reserve the right, at your expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with us in such defense.

**D.** Each time you renew your Membership at the end of any Membership Term or reserve any of our Inspirato Opportunities or Additional Opportunities, any and all legal claims against the Released Parties are and shall be waived and the Released Parties are and shall be released from any and all liability arising from your Membership with respect to a claim which may have occurred through the date of the renewal or reservation, as applicable.

**E.** The provisions of this Section shall survive any termination or expiration of your Inspirato Documents and/or your Membership with respect to any Claim, liability, injury or damage occurring during your Membership or prior to such termination.

**27. Force Majeure.** Operator will use commercially reasonable efforts to ensure the availability of Inspirato Opportunities and Additional Opportunities when reserved by Members. However, notwithstanding any other provision herein to the contrary, Operator shall have no liability or responsibility for and will make no refund of any fees or other amounts paid by Members in connection with its inability to perform, or any delay in or cancellation (partial or full) of Inspirato Opportunities or Additional Opportunities, due to forces beyond the control of Operator, including but not limited to: acts of war, government instability, national economic instability, epidemics, pandemics, quarantine regulations or other public health restrictions or advisories, terrorist attacks, strikes, acts of nature such as earthquakes, hurricanes, tornados and typhoons, or any other such event that renders an Inspirato travel reservation unavailable, hindered, or delayed as determined by Operator in its sole discretion (each event being a "**Force Majeure**"). Operator recommends that Members purchase cancellation insurance to cover any non-refundable portions of your trip (e.g., lodging, flights, activities, etc.), as well as post-departure coverages such as medical and evacuation expenses, trip delay, property damaged, etc.

**28. Choice of Law; Arbitration.** Your Inspirato Membership, the Enrollment Webpage, these Terms and Conditions, the Reservation Rules and all other Inspirato Documents are entered into in and shall be governed by and construed in accordance with the laws of the State of Colorado, exclusive of its choice of law rules. This specifically includes, but is not limited to, the right to apply credit card surcharges to all transactions in compliance with Colorado law. Any dispute, controversy or claim arising under, out of, in connection with or in relation to your Membership, Enrollment Webpage, these Terms and Conditions, all Inspirato Documents or the Website will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then applicable. One arbitrator will be selected by the parties' mutual agreement or, failing that, by the AAA, and the arbitrator will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. The arbitration will take place in Denver County, Colorado. Any award entered by the arbitrator(s) shall be final and judgment thereon may be entered in any court having jurisdiction. In any action to enforce the Enrollment Webpage, these Terms and Conditions, the Reservation Rules or any other Inspirato Document, the prevailing party will be entitled to costs and attorney's fees. Any demand for arbitration relating in any way to your Membership, these Terms and Conditions, the Enrollment Webpage, the Reservation Rules, and all other Inspirato Documents shall be made within two years of accrual of any claim hereunder, or the claim is forever waived. In the event such two-year timeframe is held by a governing court or authority of competent jurisdiction to be invalid, illegal, or unenforceable, then any such demand for arbitration shall be made before the applicable statute of limitations to such claim under Colorado law has run, or the claim is forever waived. In the event that any terms of the Enrollment Webpage, these Terms and Conditions, the Reservation Rules or the other Inspirato Document are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated

to the minimum extent necessary so all other terms shall otherwise remain in full force and effect.

**29. Severability.** If any provision of these Terms and Conditions, the Reservation Rules, or any other Inspirato Documents is determined to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid and enforceable. If modification is not possible, the provision shall be severed from these terms, and the remaining provisions shall remain in full force and effect.

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## INSPIRATO® MEMBERSHIP TERMS AND CONDITIONS

The following payment terms and obligations are applicable to all **Inspirato Members** and **Membership Programs** and are in addition to the **Inspirato® Terms and Conditions**, which are incorporated herein by reference. All other terms of these **Inspirato® “Membership Terms and Conditions”** are applicable to all **Executive Memberships, Family Memberships, Key Memberships, Club Memberships, Travel Memberships, Trial Memberships, and Hotel Access Memberships**. For **Pass Memberships, IFG Memberships, and Select Memberships**, additional terms and conditions follow hereafter. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the **Inspirato® Terms and Conditions**.

### 1. Payment for Your **Inspirato Membership**.

**A. Membership Fees.** Your **Inspirato Membership** may be comprised of two separate and distinct payments, as applicable to your **Membership Program**; the “**Enrollment Fee**,” and either the “**Annual Membership Fee**” or the “**Monthly Membership Fee**”. For and in consideration of your payment of the above-referenced fees, as applicable, and any other applicable payment due at the time of your **Membership purchase, conversion, or renewal**, and in the amounts set forth on the **Enrollment Webpage** during the electronic submission, purchase, and activation of your **Membership**, you are acquiring from Operator the right to receive, access, and purchase certain **Opportunities**, as well as the right, as available, to reserve the use and occupancy of our “**Collection**” of vacation/lodging options that are made available to you, and subject to, the **Inspirato Documents**. Unless: (i) cancelled by you in advance and in accordance with the **Inspirato Documents**; (ii) not applicable to your **Membership Program**; or (iii) explicitly stated otherwise in writing by an authorized representative of Operator, you acknowledge and agree that your **Membership** may automatically renew upon expiration at the then-current pricing for such membership, as designated by Operator, and you may be automatically charged for such amount at such time. The availability of our **Collections** and **Opportunities** to you is based on your **Membership Program** and is subject to these **Terms and Conditions** and all other applicable **Inspirato Documents**, thereby consisting of your “**Membership**”. Your **Membership** does not in any way constitute as an interest, equity or otherwise, in any organization and instead solely grants you the limited right to access **Opportunities** in accordance herewith. The initial term of your **Membership** is based on the **Membership Program** provided to you and is either (a) the twelve (12) month period beginning on the date you purchase your **Membership** and agree to these **Terms and Conditions** (the “**Annual Term**”) or (b) such other period of time as may be offered to you beginning on the date you activate your **Membership** and agree to these **Terms and Conditions** (hereafter, your “**Membership Term**”). Your **Membership Term** is renewable in accordance with the terms, conditions, pricing, and time period as determined by Operator in its sole discretion. Unless explicitly cancelled by you in accordance with the terms herein, if you have a **trial Membership** and do not convert it prior to the expiration of the applicable **trial term**, your **Membership** will automatically expire. Operator may change the **Annual Membership Fee** and **Monthly Membership Fee** in its sole discretion but subject to any legal and notice requirements regarding the same. Your **Enrollment Fee** and either your **Annual** or **Monthly Membership Fees** are paid in consideration for use of your **Membership** and are not payment for any goods or services. You may terminate your **Membership** at any time upon thirty (30) days written notice to Operator at 1544 Wazee Street, Denver, Colorado 80202 or via email to [memberships@inspirato.com](mailto:memberships@inspirato.com), however, termination of your **Membership** does not result in a refund or reimbursement of any amounts already paid by you or on your behalf, nor does it result in forgiveness of any amounts otherwise owed by you.

**B. Non-Refundable Payments.** All **Membership** and **Opportunity** payments are non-refundable, unless otherwise stated herein, but you may cancel your **Membership** at any time upon providing Operator thirty (30) days’ written notice. Upon cancellation, you will be required to pay an **Enrollment Fee** and the initial **Annual** or **Monthly Membership Fee**, as applicable, to rejoin. All payments must be made by a valid credit card or other Operator approved payment method. Operator reserves the right, in its discretion, to impose a surcharge on all payments made by credit card. Such a surcharge, if applicable, will be disclosed at the time of payment and will not exceed the amount permitted by applicable law. By agreeing to these **Terms and Conditions**, you approve and consent to Operator utilizing third party payment processing companies of its choosing to update your payment card information (“**PCI**”) as needed. We reserve the right to report delinquent payments or accounts to credit bureaus, which may negatively impact your credit. We may also change the fees and charges in effect for your **Membership**, add new fees or charges, or cancel your **Membership**, in our discretion, upon giving you thirty (30) days advance notice.

**C. Membership Cancellation.** Residents of New York may cancel the initial purchase of their **Membership** without penalty within three (3) business days of receipt of this notice. Residents of California, Virginia, and Washington may cancel the initial purchase of their **Membership** without penalty within seven (7) business days of receipt of

this notice. Residents of Minnesota, Maryland, and British Columbia, Canada may cancel the initial purchase of their Membership without penalty within ten (10) business days of receipt of this notice. Such cancellation notice must be signed, dated, and sent in writing to the following address: Inspirato, LLC at 1544 Wazee Street, Denver, CO 80202, Attn: Cancellations.

**2. Payments Other than Credit Card.** Unless otherwise approved by Operator, all payments made hereunder or otherwise in connection with your Membership must be made by a valid and approved credit card or through automated clearinghouse (“ACH,” and sometimes referred to as “**Pay by Bank Account**”). Those payments include, but are not limited to, Enrollment Fees, Annual Membership Fees, Monthly Membership Fees, Opportunity Fees (e.g., Nightly Rate and Taxes and Fees), and certain other fees.

**3. Automatic Payment Program.** You agree to pay the Annual Membership Fee or Monthly Membership Fee and Enrollment Fee, as applicable, at the rate in effect when due (or in the alternative, at the rate in effect upon automatic renewal). You further hereby consent to the automatic payment and renewal program, whereby Operator automatically collects payment from you when due for such Annual Membership Fee, Monthly Membership Fee, or Pay Over Time monthly trip payments, as applicable, and you authorize, without the need for further notice or action, Operator to initiate payment of such amounts, as applicable, including any associated fees, to the credit card, ACH, or other payment method on file on the Enrollment or Member Webpage or otherwise associated with your Membership account (the “**Automatic Payment Authorization**”). This Automatic Payment Authorization shall remain in full force and effect until you notify Operator by mail at 1544 Wazee Street, Denver, Colorado 80202 or by telephone at (303) 586-7771, with follow up by mail within five (5) days thereof, that you wish to cancel such authorization. Operator must receive your notice at least three (3) business days before the next scheduled date of any payment in order to cancel your authorization before that date. Notwithstanding the foregoing, such notice shall act as cancellation of the Automatic Payment Authorization only and shall not constitute as cancellation of your Membership, nor as relief of your payment obligations in connection therewith, unless done so in accordance with Section 1 above. Between thirty (30) and sixty (60) days prior to expiration of any Membership Term, you will receive notification of the pending expiration of (and option to continue) your Membership and the then-applicable Annual or other Membership Fee. Notwithstanding the foregoing, if your Membership Program requires a Monthly Membership Fee payment, you may or may not receive any such notice, at Operator’s sole discretion. Renewals are effective only if valid payment is made prior to expiration of the current Membership Term. Except for certain limited rescission or similar rights provided by applicable state or local law, all fees, including, without limitation, Enrollment Fees and initial and subsequent Annual and Monthly Membership Fees are nonrefundable. Your failure to receive Opportunities or otherwise use your Membership does not in any way entitle you to a refund of any amount nor does it relieve you of any obligation to pay any amounts owed to Operator. Subject to applicable law, in the event any refund is provided by Operator of Enrollment Fees, Annual or Monthly Membership Fees, including without limitation, substituting the credit card or other payment method, Operator may charge you an administrative fee for processing such refund equal to five percent (5%) of the amount paid or \$500.00, whichever is greater. Operator will notify you of any rejection of a payment by your credit card or other payment method provider. In such event and at Operator’s sole discretion, you may have a five (5) day grace period to resolve such rejected payment prior to expiration of your Membership. During this grace period and until the payment rejection is resolved, your Membership will not be in Good Standing, and any existing reservations for Opportunities will be cancelled if all such amounts owed are not paid in full prior to the arrival date of the reservation. All fees and other amounts paid for such cancelled Opportunities are nonrefundable and otherwise subject to our Standard Inspirato Cancellation Policy located at <http://www.inspirato.com/info/cancellation-policy>.

**4. Pay Over Time; Payment for Trip Purchases.** Operator may offer its Members the option to purchase certain Opportunities on a pay-over-time basis (“**Pay Over Time**”), in which case: (i) the trip must be booked more than sixty (60) days in advance of arrival; and, (ii) your payments will be due on a monthly basis until the last payment, which is due a minimum of thirty (30) days in advance of arrival, unless Operator states otherwise in writing. Operator may require differing Pay Over Time terms for certain Opportunities, as determined in Operator’s sole discretion, and Operator will provide notification of the same in advance. If you purchase an Opportunity using Pay Over Time, you agree to: (a) pay the installments when due; (b) the terms of the automatic payment program (as described herein) for such installment payments; and (c) authorize Operator to initiate any charges to your ACH account. Members may pay the initial Pay Over Time payment by ACH, credit card, or with existing Travel Credits or Travel Perks. All other Pay Over Time payment after the initial one must be made by ACH. Any amounts repaid in accordance with Operator’s trip cancellation policy will be refunded to you in the form of Travel Credits, regardless of original payment form. However, Operator reserves the right to limit your purchase option of certain Opportunities, in Operator’s sole discretion, to credit card only when using Pay Over Time, and in which case Operator will provide you with advance notice of the same. If you are offered the opportunity to book a complimentary Opportunity (“**Premium Trip**”), but you resign your Membership prior to paying both the Enrollment Fee and first-year Annual Membership Fee in full to Operator, then the full, marketed cost of such Premium

Trip shall be paid by you to Operator within ten (10) days of such resignation.

Your consent and authorization to participate in Pay Over Time shall remain in full force and effect unless you notify Operator of your withdrawal of consent and authorization verbally by speaking with an authorized representative of Operator at telephone number (303) 586-7771 or in writing to 1544 Wazee Street, Denver, Colorado 80202, ATTN: Inspirato Member Accounting. Such verbal or written notice shall be received no less than three (3) business days before any scheduled date of payment. Please note that verbal notice of your withdrawal of consent and authorization must also be followed by written notice to the above address within fourteen (14) days thereof. Failure to confirm in writing will result in withdrawal of your verbal notification.

Should any scheduled payment be declined or otherwise past due for more than five (5) days, Operator reserves the right to cancel your trip without liability to Operator. If any scheduled payment is past due for more than thirty (30) days, your Membership may be suspended, and the entire cost of your trip will become immediately due and payable. Suspension of your Membership will result in your Membership falling out of Good Standing, and consequently you may not participate in any Opportunities, including reservations already booked and/or paid for. Failure to pay any such charge or any other failure to make payments within ninety (90) days from their due date may result in termination of your Membership. Neither suspension nor termination relieves you of your obligation to pay the full amount of the Opportunity and any other outstanding obligations related to your Membership. Further, in the event your Membership is suspended or terminated, all existing reservations will be cancelled and all monies that you previously paid to Operator, including without limitation, Opportunity Fees and other amounts paid in furtherance of any reservation, will be retained by Operator as liquidated damages and not as a penalty, subject to Operator's cancellation policy. You agree that the foregoing is a reasonable estimate of damages that may be suffered by Operator as a result of your breach of these payment terms.

**5. Inspirato Opportunities and Additional Opportunities; Membership Programs.** Your Membership entitles you to reserve the use and occupancy of any Opportunity that Operator makes available to Members of your Membership Program from time to time in accordance with and subject to the Reservation Rules and other Inspirato Documents applicable to your Membership Program. Operator may change, add or remove residences, hotels, resorts, experiences, events, services, Membership benefits, partner programs and other Opportunities from its listed offerings at any time in its sole discretion, and Operator makes no guaranty or assurance as to the availability of any Opportunity when desired or the continued availability of any specific component thereof. Each Membership is assigned to a "**Membership Program**." Your Membership Program is the type of Membership (Pass, Club, Hotel Access, Travel Membership, etc.) you purchased or were otherwise provided at the time you joined Inspirato. Operator may in its sole and absolute discretion add, modify or change Membership Programs and the benefits and policies applicable thereto; provided, however, any elimination of an entire Membership Program may not result in a "downgrade" (as determined in Operator's reasonable discretion) from the Membership Program you were assigned at time of such elimination. To the extent permitted by Operator in its sole discretion, Members may upgrade or downgrade Membership Programs, as applicable; provided that Members are limited to one Membership Program downgrade (for example, from Family Membership Program to Key Membership Program) during the life of their Membership, as applicable (i.e., throughout your Membership Term). Membership Programs may also vary by available benefits and Opportunities available for booking, as determined in Operator's sole discretion. Opportunities may be reserved on a first come-first served space available basis (except as otherwise determined by Operator during certain peak dates), subject to the Reservation Rules and other Inspirato Documents applicable to your Membership Program and the payment, at the time of booking, of the "**Nightly Rate**" for each night of occupancy as well as the charge for taxes and fees that Operator imposes on each reservation ("**Taxes and Fees**"), and as further described below. Operator may also offer certain Opportunities, in Operator's sole discretion, for a "**Long-Term Trip Rate**," which will include the inclusive rate for all nights of occupancy and the Taxes and Fees. Availability, minimum stay requirements, and Nightly Rates for vacation options are searchable from your Member webpage(s) on the Website (your "**Member Webpage**"). Nightly Rates and Long-Term Trip Rates vary based on location, property, demand, seasonality and other factors as solely determined by Operator. Nightly Rates may vary from night to night within a single Opportunity and Long-Term Trip Rates may vary within a single Opportunity based on duration and dates booked. The total of all Nightly Rates, Taxes and Fees, and all other amounts payable for an Opportunity, including but not limited to Long-Term Trip Rates, as applicable, are referred to as the "**Opportunity Fee**." Opportunities may be selected and reserved through your Member Webpage or via telephone at (303) 586-7771, subject to payment of applicable rates, taxes, and fees. Additional Opportunities may be made available in connection with, or separate from, Inspirato Opportunities. The purchase price for an Additional Opportunity, together with all applicable taxes, fees, charges and all other amounts payable for an Additional Opportunity, is referred to as the "**Additional Opportunity Fee**." Additional Opportunity Fees are separate from and not included in your Opportunity Fees, regardless of whether the Additional Opportunity is related to an Inspirato Opportunity. Except as otherwise provided by Operator, Additional

Opportunity Fees are due and payable in full at the time of booking the Additional Opportunity. Subject to all of the terms and conditions of your Membership Program, availability, and the Reservation Rules, there is no limit to the number of Opportunities you may enjoy during your Membership Term, provided that you and your Membership must be in Good Standing.

**6. Enjoyment of Inspirato Opportunities and Additional Opportunities.** Your receipt of each and every Opportunity is subject to the applicable Reservation Rules and other Inspirato Documents. In addition, the reservation of Inspirato Opportunities and the use and occupancy of all vacation options within the Collection is subject to all rules, contractual obligations, leases, laws, and regulations applicable thereto, including without limitation, applicable zoning regulations and governing documents (e.g., homeowners' association covenants, conditions and restrictions) and third party service provider/owner and Operator-imposed rules (collectively, and as to each Collection option, the "**House Rules**"). The reservation and receipt of Additional Opportunities is also subject to the rules, contractual obligations, leases, laws, and regulations governing each such Additional Opportunity, including without limitation, third party service provider/owner and Operator-imposed rules (collectively, and as to each Additional Opportunity, the "**Additional Opportunity Rules**"). You are also solely responsible for payment of all transportation, food and beverage, telephone, Collection-specific charges, Opportunity-specific charges and other items of a personal nature (collectively, "**Folio Charges**"). As a convenience to you, Operator may occasionally offer you the opportunity to charge a variety of services to your Membership account as further provided in the Reservation Rules, however, you remain responsible for payment thereof.

**7. Modifications to and Cancellations of Opportunities.** Modifications and cancellations of Inspirato Opportunities and Additional Opportunities are subject to our "**Standard Inspirato Cancellation Policy**" set forth at <http://www.inspirato.com/info/cancellation-policy/>, in the Reservation Rules, or as otherwise set forth in any applicable Additional Opportunity Rules. As detailed in the Reservation Rules and except as otherwise prohibited by applicable law, Members are not entitled to cash refunds for fully or partially cancelled Opportunities, and only Members in Good Standing may be entitled to any refunds. All such refunds will be issued in the form of Travel Credits toward future Opportunities. The number of Travel Credits, if any, that may be issued as a refund for a modified or canceled Opportunity is based on several factors including the timing of your cancellation, your Membership Program, and the Collection option being cancelled (e.g., residence vs. hotel stay vs. experience, etc.). Travel Credits and Travel Perks have a finite term and may only be used if your Membership remains in Good Standing. Except as otherwise provided in the applicable Additional Opportunity Rules or as prohibited by applicable law, Additional Opportunity Fees are also non-refundable, and Members will be issued Travel Credits for cancelled Additional Opportunities. Operator reserves the right, in its sole discretion, to cancel without refund any Inspirato Opportunity or Additional Opportunity in the event that your Membership ceases to be in Good Standing, whether caused by the expiration or non-renewal or your Membership, the termination or suspension of your Membership, your breach of any obligation, including payment obligation, under the Inspirato Documents, or otherwise. Operator also reserves the right to cancel at any time any reserved Inspirato Opportunity or Additional Opportunity in the event that the subject Collection option or Opportunity is removed from the available Inspirato Collection, no longer available to your Membership Program, or otherwise deemed unavailable by Operator in its sole discretion and, in such event, you will receive a full refund of your Opportunity Fee or Additional Opportunity Fee payments; provided that in no event shall Operator be responsible for any consequential, indirect or incidental Member costs (such as travel costs) related to such cancellation. Any Operator-canceled Opportunity Fee or Additional Opportunity Fee payments will be made back in the form of Travel Credits. In such event, Operator will use commercially reasonable efforts to reserve comparable accommodations in cooperation with the Member. Should acceptable comparable accommodations be secured, Member will be responsible for the corresponding Opportunity Fee or Additional Opportunity Fee as the case may be. However, if Operator is unable to reserve comparable accommodations at a substantially similar, or lower, cost as the cancelled Opportunity, Operator shall only be responsible for providing Member with a refund pursuant to the terms hereof. All rights and privileges (and Opportunities) of Members are subordinate to the claims or liens of any debt, deed of trust, deed to secure debts, mortgage, lease or similar instrument, or other encumbrances encumbering any Collection option now or hereafter existing.

## INSPIRATO® PASS TERMS AND CONDITIONS

These **Inspirato® Pass Terms and Conditions** are applicable to all **Inspirato® Pass Memberships** and are subject to the **Inspirato® Terms and Conditions** and the payment terms of the **Inspirato® Membership Terms and Conditions**. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the **Inspirato® Terms and Conditions**.

**1. Payment for Your Inspirato Pass.** Your **Inspirato Pass** may not be “paid for over-time.” Your **Inspirato Pass** is comprised of a non-refundable enrollment fee (“**Enrollment Fee**”), in addition to a “**Monthly Membership Fee**” applicable to your **Inspirato Pass** membership for the entirety of your **Membership Term**. You may prepay your **Monthly Membership Fee** in the form of a non-refundable “**Prepaid Membership Fee**.” You may also purchase multiple **Passes**, however, all such **Passes** are subject to all terms and conditions herein. All payments relating to your **Pass membership(s)** must be made by a valid credit card or other acceptable payment method, in Operator’s discretion, which shall remain on file. Notwithstanding anything to the contrary herein, Operator reserves the right, in its discretion, to impose a surcharge on all payments made by credit card. Such a surcharge, if applicable, will be disclosed at the time of payment and will not exceed the amount permitted by applicable law. All **Inspirato Pass** payments may be automatically charged to your payment method on file by Operator. By agreeing to these **Terms and Conditions**, you provide Operator consent to utilize third party payment processing companies to update your payment card information (“**PCI**”) as needed, for example, but not limited to, when your **PCI** has expired or there are changes to your account. For and in consideration of your **Prepaid Membership Fee** or your **Enrollment Fee** and **Monthly Membership Fee** applicable at the time of your **Pass** purchase, conversion, or renewal, and in the amount set forth on the **Enrollment Webpage** during the electronic submission, as the same may increase as referenced herein, and either purchase or activation of your **Inspirato Pass**, you are acquiring from Operator the right to receive, access, and purchase certain travel opportunities, as well as the right, as available, to reserve the use and occupancy of any of these opportunities described in and subject to the **Inspirato Documents**. These rights and the bundle of opportunities are sometimes referred to herein as your “**Inspirato Membership**” or “**Membership**,” “**Inspirato Pass**” or “**Pass**.” Your **Membership** does not constitute an interest, equity or otherwise, in any organization or property and is solely representative of the opportunities provided. Operator reserves the right to report delinquent payments or accounts to credit bureaus or collection agencies, which may negatively impact your credit. We may change the fees and charges in effect for your **Membership**, add new fees or charges, or cancel your **Membership** by giving you thirty (30) days of advance notice.

Residents of New York may cancel their initial purchase of their **Inspirato Membership** without penalty or obligation within three (3) business days of receipt of access to this notice. Residents of California, Virginia, and Washington may cancel their initial purchase of their **Inspirato Membership** without penalty or obligation within seven (7) business days of receipt of access to this notice. Residents of Minnesota, Maryland, and British Columbia, Canada may cancel their initial purchase of their **Inspirato Membership** without penalty or obligation within ten (10) business days of receipt of access to this notice. Such cancellation notice must be signed, dated, and sent in writing to the following address: **Inspirato LLC** at 1544 Wazee Street, Denver, CO 80202, Attn: Cancellations, or by emailing your Member Care team.

**2. Term.** Your **Pass membership** is month-to-month, however, if you pay for multiple months in advance, then your **Pass term** shall extend through such time period, with the potential to be renewed in accordance herewith. All payments are non-refundable, but you may cancel your **Pass** at any time without penalty by providing thirty (30) days’ written notice to your Member Care team; however, if your **Inspirato Pass** is still **In Use** outside of said thirty (30) days, your termination date shall be extended through the last day your **Inspirato Pass** is **In Use**. If you cancel your **Pass** and rejoin, you will be required to pay an additional **Enrollment Fee** and the first month of your **Monthly Membership Fee** to rejoin. Unless cancelled by you in advance and in accordance with the **Inspirato Documents**, you agree that your **Pass membership** may automatically renew upon expiration at the then current pricing for such membership, as designated by Operator, and you may be automatically charged for such membership costs by Operator.

**3. Eligibility of Pass Travelers and Availability.** All **Pass Members**, **Co-Pass Members**, or **guests** traveling without you under your **Membership** must be individuals at least twenty-five (25) years of age, unless otherwise agreed to by Operator in writing, in Operator’s sole discretion, and must maintain a valid credit/debit card or other payment system account on file with Operator. Guests may be a friend, colleague, or family member of a **Pass Member** or **Co-Pass Member**. Your **Pass** permits you to reserve the use and occupancy of certain residences, hotel and resort stays, services, partner programs and other Opportunities that Operator may make available to you from time to time, including but not limited to, from a **Pass Collection** (collectively, a “**Pass Opportunity**” or “**Pass Opportunities**”), in accordance with and subject to these **Terms and Conditions** and other **Inspirato Documents**. A “**Pass Collection**” may consist of “**Inspirato Residences**,”

“**Hotel & Resort Residences**,” and “**Hotel & Resort Rooms/Suites**,” and other travel and activity options, each as listed on [Inspiratopass.com](#) (the “**Pass Website**”). Operator may change, add, or remove residences, hotels, resorts, services, benefits, and other Pass Opportunities from any Pass Collection at any time, and from time to time, in its sole discretion, and Operator makes no guaranty or assurance as to the availability of any Opportunity when desired, or the continued availability of any specific component of any Pass Collection. All [Inspirato](#) Pass reservations must be made from the Pass Website, the Pass mobile app, or by calling your Member Care team. Notwithstanding anything to the contrary herein, in order to make or participate in an [Inspirato](#) Pass reservation, you must be current with all payments and hold an [Inspirato](#) Pass from the time of booking until the trip check-out date, and possibly longer subject to the terms of Flex Trips.

Your rights as a Pass Member are personal to you and your Co-Pass Member, if any, and may not be transferred to or otherwise used by any third person (absent your or your Co-Pass Member’s presence) unless your Pass includes sharing privileges authorized by Operator. If guests of an [Inspirato](#) Pass Member are not accompanied by the Pass Member or Co-Pass Member in occupancy of a Pass Collection option for each night of a Pass Opportunity, Operator may, in addition to its other rights and remedies, refuse or terminate occupancy of such Pass Collection option, and any nights remaining in such Pass Opportunity may be cancelled, without refund of any Monthly Membership Fee, Prepaid Membership Fee, Enrollment Fee, or other fee, as applicable. Pass reservations may be shared with your adult children and parents, or otherwise in accordance with the Terms and Conditions, for an additional monthly fee, dependent on the level of sharing permissions you purchase, or as added in Operator’s sole discretion. Pass sharing automatically expires upon termination of your [Inspirato](#) Pass. As an [Inspirato](#) Pass member with sharing privileges, as further described in the [Inspirato](#) Documents, you may only share your [Inspirato](#) Pass reservations with Guests who agree to abide by and be bound to these [Inspirato](#) Pass Terms and Conditions and the Guest Travel Rules. If you do not purchase sharing permissions, your Pass rights are personal to you and your spouse/life partner and may not be transferred to or otherwise used by any third person.

**4. Availability and Reserving [Inspirato](#) Opportunities.** Subject to the usage conditions set forth in any applicable [Inspirato](#) Documents, Pass Members are permitted to reserve and enjoy Pass Opportunities made available to Pass Members through the Pass Website, or by calling (303) 586-7771. Trips from the Pass Collection (“**Inspirato Pass Trips**”) occur over pre-selected dates and range from two (2) to fourteen (14) nights (you may have the flexibility to book fewer nights within any available trip). For each Pass you purchase, you may hold an unlimited number of Pass Opportunity reservations at a time, pursuant to the terms outlined below including Pass Days. You may book [Inspirato](#) Pass Trips up to one (1) year in advance. The Pass Website will designate a specific number of Pass Days required to reserve an Opportunity, and a Pass Member must have the ability to accumulate said number of Pass Days prior to check-in for the applicable [Inspirato](#) Pass Trip to qualify for said trip (except as may otherwise be stated herein with regard to Flex Trips). A “**Pass Day**” is equal to one (1) day of [Inspirato](#) Pass. Once you chose an Opportunity, your [Inspirato](#) Pass will be placed “**In Use**” for the specified number of Pass Days allocated to said Opportunity to reserve the Opportunity. Once the specified number of Pass Days allocated to your selected Opportunity have passed, your Opportunity is fully reserved, and your [Inspirato](#) Pass becomes “**Available**” to select your next Opportunity reservation. While your [Inspirato](#) Pass is In Use, it is unavailable to reserve other Opportunities. “In Use” refers to the status of your [Inspirato](#) Pass when it is currently being used towards an Opportunity reservation, but the required number of Pass Days has not fully elapsed. “Available” refers to the status of your [Inspirato](#) Pass when it is not currently being used towards a reservation for an Opportunity. You may view your [Inspirato](#) Pass status on the “**Pass Summary**,” located on the Pass Website. While your [Inspirato](#) Pass is In Use, the Pass Summary will show your “**Next Reservation Date**,” which is the date when your [Inspirato](#) Pass, that is currently In Use, will become Available. Operator has the right, in its sole discretion, to determine and change which Pass Opportunities to include for availability on the Pass Website. Certain Opportunities may be excluded from such availability, and an [Inspirato](#) Pass does not entitle you to any particular Opportunity or guarantee that any particular Opportunity will be made available to you at any particular time. Further, your [Inspirato](#) Pass account must be in Good Standing in order for you to reserve, use, or occupy an Opportunity or receive any travel opportunity, whether or not you have an existing reservation. In certain instances, access to an Opportunity may require you to agree to additional rules that govern such Opportunity (“**Additional Rules**”). Additional Rules will be made available to you prior to booking or travel, as applicable.

**5. Pass Website.** Pass Members may search, browse, and book Pass Opportunities, as offered by Operator, from the Pass Website, from the mobile app, or by calling your Member Care team. Pass Opportunities are subject to certain restrictions as imposed by Operator, which such restrictions may change from time to time in Operator’s sole discretion. Pass Opportunities may be reserved on a first-come, first-served space available basis, subject to any other [Inspirato](#) Documents applicable to Pass. Availability and minimum/maximum night requirements are set by Operator for each Pass Opportunity are searchable from the Pass Website. Reservations are not final until accepted by Operator as evidenced by Operator’s email confirmation of your reservation (“**Confirmation Email**”). In each case, being current with your [Inspirato](#)

Pass Monthly or Prepaid Membership Fee from the time of booking until the check-out date is a condition precedent to Operator's confirmation of your pass reservation(s) and your receipt of any Confirmation Email. Unless you prepay through a Prepaid Membership Fee, you agree that your credit/debit card or other payment system account on file with Operator will be charged monthly until either party gives notice of cancellation. All Pass payments, including Enrollment Fees and Prepaid Membership Fees, are non-refundable under any circumstance. Pass Members must be current on all required payments prior to travel. Upon reserving a Pass Opportunity, you may be required to accept certain Inspirato Documents. You must be in Good Standing with Operator in order for you to use and occupy any Pass Collection or enjoy any Opportunity, and Operator reserves the right, in its sole discretion (without refund or credit), to cancel a reservation for an Opportunity or to otherwise deny access to a Pass Collection option in the event that you fall out of Good Standing at any time prior or during.

**6. Flex Trips.** From time to time, Operator may grant, in its sole discretion, Pass Members the ability to book Inspirato Pass Trips where the number of Pass Days required to book said trip is greater than the booking window plus the trip's length of stay (each a "**Flex Trip**"). You must be in Good Standing to qualify, book, and participate in a Flex Trip. In the event you book a Flex Trip, your Inspirato Pass shall remain In Use for the listed number of Pass Days for said Flex Trip, including but not limited to the days during the Flex Trip and following check-out, less any and all banked Pass Days applied to such Flex Trip. You are required to maintain an active Inspirato Pass during any period your Pass is In Use. Flex Trip options, including length of available Flex Trips, Flex Trip booking windows, and maximum number of advanced Pass Days made available to a Pass Member shall be determined in Operator's sole discretion. In the event you fall out of Good Standing while In Use, you consent to Operator immediately charging any form of payment you have on file with Operator for the value of the remaining advanced Pass Days, as set in Operator's discretion.

**7. Reservation Modification and Cancellation Policy.**

**A. Cancellation by Pass Member or Guest.** If you cancel a Fully Reserved Inspirato Pass Trip thirty (30) or more days prior to your Inspirato Pass Trip arrival date, you will receive a refund only in the form of "**Canceled Days**." "**Fully Reserved**" refers to the status of a Pass trip after the number of Pass Days required to reserve it has elapsed. Once an Inspirato Pass Trip is Fully Reserved, the Pass becomes Available to reserve another Opportunity. Canceled Days equal a percentage of the Pass Days originally used to reserve the applicable canceled Inspirato Pass Trip, as detailed in the Inspirato Pass cancellation policy at <https://www.inspirato.com/info/cancellation-policy>, as the same be amended from time to time in Operator's discretion, and you may use Canceled Days towards booking future Inspirato Pass Trips. Except as otherwise prohibited by applicable law, Members are not entitled to cash refunds, Travel Credits, or Travel Perks, for fully or partially cancelled Pass Opportunities. If you cancel a Flex Trips while your Pass is still In Use at time of cancellation, you may be ineligible to receive any Pass Day refunds; further cancelation details and terms for Flex Trips may be found by visiting <https://www.inspirato.com/info/cancellation-policy>. If you fully or partially cancel an Opportunity, you are not entitled to refunds in cash, Travel Credits, or Travel Perks.

**B. Cancellations by Operator.** Operator reserves the right, in its sole discretion, to cancel without refund or credit any Opportunity in the event that your Inspirato Pass account ceases to be in Good Standing, whether caused by expiration, your becoming delinquent in any payment obligation, your breach of any obligation or term of the Inspirato Documents, or otherwise in Operator's reasonable discretion. Operator also reserves the right to cancel at any time any reservation for an Opportunity in the event that the subject Opportunity is deemed unavailable by Operator in its sole discretion and, in such event (except in the case of a Force Majeure event as described below), you will have the opportunity to book a substitute Opportunity; provided that in no event shall Operator be responsible for any consequential costs (such as travel costs) related to such cancellation. All rights and privileges of Pass Members are subordinate to the claims or liens of any debt, deed of trust, deed to secure debts, mortgage, lease or similar instrument, or other encumbrances encumbering any Collection vacation option now or hereafter existing.

## INSPIRATO® FOR GOOD TERMS AND CONDITIONS

These **Inspirato® for Good Terms and Conditions** are applicable to all IFG Members and are subject to the **Inspirato® Terms and Conditions** and, where applicable, the payment terms of the **Inspirato® Membership Terms and Conditions**. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the **Inspirato® Terms and Conditions**. An “**IFG Member**” refers to the purchaser or recipient of an **Inspirato for Good Trip** (defined below) through an approved charitable function, event, or fundraiser (“**Charitable Event**”). The Membership associated with the purchase of an **Inspirato for Good Trip** is considered an “**IFG Membership**.”

**1. Inspirato for Good Trips.** **Inspirato for Good Trips** consist of stays at select residences in **Inspirato’s “Collection”** of luxury lodging options, including “**Inspirato Residences**,” “**Hotel & Resort Residences**,” and “**Hotel & Resort Rooms/Suites**” (each an “**Inspirato for Good Trip**” or an “**IFG Trip**”) in return for payment of the designated “**IFG Trip Fee**,” as designated by **Inspirato**, for such **Inspirato for Good Trip** purchased. **Inspirato for Good Trips** locations and durations of stay for each will vary, as designated by **Inspirato**. All **IFG Trips** purchased will include a temporary **Travel Membership** with access to book and pay for certain Opportunities during certain dates, as designated and determined by **Operator** in its sole discretion (“**Travel Membership**”). All **Travel Memberships** are governed by the **Inspirato Membership Terms and Conditions** and the **Inspirato Terms and Conditions** outlined above. **Travel Memberships** shall not automatically renew upon expiration. If an **IFG Member** is already an **Inspirato member** when they purchase an **IFG Trip**, then the **IFG Member** may only gift the included **Travel Membership** to another non-member individual. In such instance, the **IFG Member** may not use the included **Travel Membership** towards its own account, nor may it apply the value associated with such **Travel Membership** towards a reduction of its **Annual Membership Fees**, **Monthly Membership Fees**, or any other amount owed. Each such **Travel Membership** shall be accessible starting the first business day following the **Charitable Event** at which the **IFG Member** purchased the **Inspirato for Good Trip**, with the term length commencing one (1) week following the first business date after such **Charitable Event**, or as otherwise detailed by **Operator**. As applicable, **Inspirato for Good Trips** can be found by visiting [www.inspirato.com/good](http://www.inspirato.com/good), or other website as provided by **Operator** (the “**IFG Website**”). **IFG Members** must book their **Inspirato for Good Trips** within one (1) year of the applicable **Charitable Event** or they will be forever forfeited without refund.

**2. Reserving **Inspirato for Good Trips** and Availability.** **Inspirato for Good Trips** can be reserved by logging into your account, by calling our Member Care Team at (855) 481-5405 or (844) 615-1412, or from the **IFG Website**. **IFG Trips** are subject to the **Inspirato Documents**. In certain instances, access to an **IFG Trip** may require you to agree to additional rules that will be disclosed prior to booking. **IFG Trips** can be reserved on a first-come, first-served space available basis, and other conditions and restrictions may apply. Reservations are not final until accepted by **Operator** as evidenced by **Operator’s email confirmation** of your reservation. **IFG Trips** occur over pre-selected dates and range from two to fourteen nights (you have the flexibility to book fewer nights within any available trip if you prefer, however, any such unused nights are forfeited). **IFG Trips** can be reserved up to one (1) year in advance. **Operator** may change, add, or remove **IFG Trips** at any time in its sole discretion and makes no guarantee or assurance as to the availability of any **IFG Trips** when desired. Certain **IFG Trips** may be excluded, and an **IFG Membership** does not entitle you to any particular **IFG Trip** or guarantee that any particular **IFG Trip** will be made available to you at any particular time. Further, your **IFG Membership account** must be in **Good Standing** in order to reserve or use any **IFG Trip** or receive any travel opportunity, whether or not you have an existing reservation.

**3. Payment.** Payment for an **Inspirato for Good Trip** includes the designated trip fee for such **Inspirato for Good Trip** purchased at the applicable **Charitable Event**. All payments are non-refundable, except as otherwise required by state law. Transportation to and from **IFG Trip** destinations, food and beverage, entertainment expenses, and Folio Charges are not included, except as otherwise expressly described on the **IFG Website**. By agreeing to these **Terms and Conditions**, you provide **Operator** consent to utilize third party payment processing companies to update your payment card information (“**PCI**”) as needed, for example, but not limited to, when your **PCI** has expired or there are changes to your account. **Operator** reserves the right to report delinquent payments or accounts to credit bureaus, which may negatively impact your credit. For and in consideration of your **Inspirato for Good Trip** purchase, you are acquiring from **Operator** the right to receive, access, and purchase certain travel opportunities, as well as the right, as available, to reserve the use and occupancy of any of these opportunities described in and subject to the **Inspirato Documents**. By agreeing to these **Terms and Conditions**, you agree to pay all fees, as applicable, at the rate in effect when due. All payments that you will owe us must be made by a valid credit card or through automated clearinghouse (“**ACH**,” and sometimes referred to as “**Pay by Bank Account**”). Notwithstanding anything to the contrary herein, **Operator** reserves the right, in its discretion, to impose a surcharge on all payments made by credit card. Such a surcharge, if applicable, will be disclosed at the time of payment and

will not exceed the amount permitted by applicable law. Failure to use or book your IFG Trip or otherwise use the IFG Membership does not entitle an IFG Member, nor the individual gifted the associated IFG Membership, if applicable, to any refund, nor relieve such individual of its obligation to pay any amounts owed to Operator in order to maintain its IFG Membership in Good Standing, as defined above. Operator will notify you of any rejection of a payment by your credit card or other payment method provider. In such event, at Operator's sole discretion, you may have a five (5) day grace period to resolve such rejected payment prior to expiration of your IFG Membership. Residents of New York may cancel their initial purchase of their IFG Trip without penalty or obligation within three (3) business days of receipt of access to this notice. Residents of California; Virginia; and Washington may cancel their initial purchase of their IFG Trip without penalty or obligation within seven (7) business days of receipt of access to this notice. Residents of Minnesota, Maryland, and British Columbia, Canada may cancel their initial purchase of their IFG Trip without penalty or obligation within ten (10) business days of receipt of access to this notice. You must provide such cancellation notice by contacting our Member Care Team at (844) 651-1412 or [teamifg@inspirato.com](mailto:teamifg@inspirato.com), or by emailing your Member Care team.

**4. Eligibility and Sharing IFG Trips.** IFG Trips can be shared, awarded, donated, or gifted by IFG Members to friends, family members, employees, clients, charitable organizations, or other individuals ("IFG Travelers"). Any tax liabilities associated with the sharing, awarding, donating, or gifting of IFG Trips shall not be the responsibility of Operator and shall be the sole responsibility of the applicable IFG Member or IFG Traveler. IFG Trips may not be resold, traded, or rented on any third-party rental platform (e.g., Airbnb, VRBO, HomeAway, Booking.com, Guesty, Lodgify). All IFG Travelers must be individuals at least 25 years of age, unless otherwise agreed to by Operator in writing, in Operator's sole discretion, and must maintain a valid credit/debit card or other payment system account on file with Operator. All IFG Travelers and their Guests must agree to abide by these Terms and Conditions, the Reservation and Use Rules, and any other applicable Inspirato Documents. IFG Members are ultimately responsible for any charges and expenses incurred by IFG Travelers, and for compliance by IFG Travelers with all applicable rules, terms and conditions.

**5. Reservation Modification and Cancellation Policy.**

**A. Cancellation by IFG Member or IFG Traveler.** IFG Members and IFG Travelers are subject to the IFG Trip cancellation policy, as detailed at <https://www.inspirato.com/faq/for-good-donor/>, which may be updated, amended, or revised from time to time in Operator's sole discretion.

**B. Cancellation by Operator.** Operator reserves the right, in its sole discretion, to immediately cancel without refund or credit any applicable IFG Trips and/or applicable Travel Membership where the IFG Member account ceases to be in Good Standing, whether caused by expiration, the breach of any payment obligation, or otherwise, or if the applicable IFG Trip Fee is not timely paid to Operator. Operator also reserves the right to cancel at any time any reservation for an IFG Trip that is deemed unavailable by Operator in its sole discretion and, in such event (except in the case of a Force Majeure event), IFG Members will have the opportunity to reserve another then available IFG Trip of the same type and value; provided that, in no event shall Operator be responsible for any costs (including travel costs) related to such cancellation.

## INSPIRATO® SELECT TERMS AND CONDITIONS

These **Inspirato® Select Terms and Conditions** are applicable to all **Inspirato® Select Memberships** and are subject to the **Inspirato® Terms and Conditions** and the payment terms of the **Inspirato® Membership Terms and Conditions**. Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the **Inspirato® Terms and Conditions**.

**1. Select Trips.** Select Members can reserve and enjoy a specified number of stays in **Inspirato's "Collection"** of luxury lodging options, including "**Inspirato Residences**," "**Hotel & Resort Residences**," and "**Hotel & Resort Rooms/Suites**" (each a "**Select Trip**" and collectively, "**Select Trips**") annually in return for payment of an Enrollment Fee and an Annual Subscriber Fee (as defined below), or as a complimentary benefit or in exchange for other forms of consideration. Select Trips can be found by visiting [inspiratoSelect.com](http://inspiratoSelect.com) or other website as provided by Operator (the "**Select Website**"). Transportation to and from Select Trip locations, food and beverage, and entertainment expenses are not included, except as otherwise expressly described on the Select Website. A Select Membership includes Select Trips and a Club Membership subscription. The number of Select Trips available to the Select Member and the amount of the Annual Subscriber Fee varies depending on the "**Select Subscription Level**". Each Select Membership is assigned to a Select Subscription Level. Your Select Subscription Level is the type of Select Membership (e.g., currently, "**Select Subscription**" or "**Select Trip Package**") you purchased, or were otherwise provided, and subscribed to at the time you enrolled in a Select Membership. Operator may in its sole and absolute discretion add, modify or change Select Subscription Levels and the policies applicable thereto.

**2. Term, Renewal and Cancellation.** A Select Membership term lasts for one (1) year, unless otherwise indicated by Operator ("the "**Term**"). Select Trips must be reserved during the subscription Term and may be scheduled to commence for up to one (1) year from the date the reservation is made. However, the reserving Select Member must have a current **Inspirato Membership** (e.g., Select, Club or Pass Membership) at the time the Select Trip occurs, otherwise the Select Trip will be forfeited and cancelled. Upon the expiration of the Term, if your Select Subscription is not renewed or cancelled, it automatically converts to a monthly Club Membership, where you will be responsible for the applicable Monthly Membership Fee. You can cancel your Select Membership (including the included Club Membership) anytime by logging in to your account, or by contacting our Member Care Team at (855) 481-5405 or [membercare@inspirato.com](mailto:membercare@inspirato.com). Cancellations should be received at least 30 days prior to the next billing date to avoid incurring any additional charges. If you cancel your Select Membership, any remaining Select Trips will be forfeited and cancelled, unless you remain an **Inspirato Member** in another capacity (e.g., Club or Pass Membership). If you cancel your Select Membership and re-join, you will be required to pay an additional Enrollment Fee and Annual Subscriber Fee.

**3. Reserving Select Trips and Availability.** Select Trips can be reserved by logging in to your account, by calling our Member Care Team at (855) 481-5405, or from the Select Website. Select Trips are subject to the **Inspirato Documents**. In certain instances, access to a Select Trip may require you to agree to additional rules that will be disclosed prior to booking. Select Trips are reserved on a first-come, first-served space available basis. Other conditions and restrictions may apply. Reservations are not final until accepted by Operator as evidenced by Operator's email confirmation of your reservation. Select Trips occur over pre-selected dates and range from two to fourteen nights (you have the flexibility to book fewer nights within any available trip if you prefer). Trips can be reserved up to one (1) year in advance; however, the reserving Select Member must have a current **Inspirato Membership** (e.g., Select, Club or Pass Membership) at the time the trip occurs. Operator may change, add, or remove Select Trips at any time in its sole discretion and makes no guarantee or assurance as to the availability of any Select Trips when desired. Certain Select Trips may be excluded, and a Select Membership does not entitle you to any particular Select Trip or guarantee that any particular Select Trip will be made available to you at any particular time. Further, your Select Membership account must be in Good Standing in order to reserve or use any Select Trip or receive any travel opportunity, whether or not you have an existing reservation.

**4. Payment.** Payment for a Select Membership is generally comprised of an "**Enrollment Fee**" and an "**Annual Subscriber Fee**." The Annual Subscriber Fee will vary depending on the Select Subscription Level. All payments are non-refundable, except as otherwise required by state law. The Enrollment Fee and Annual Subscriber Fee are due at the time of enrollment and may not be paid over-time. Transportation to and from Select Trip destinations, food and beverage, entertainment expenses, and Folio Charges are not included, except as otherwise expressly described on the Select Website. All payments must be made by a valid and approved credit card or other acceptable payment method. By agreeing to these Terms and Conditions, you provide Operator consent to utilize third party payment processing companies to update your payment card information ("**PCI**") as needed, for example, but not limited to, when your PCI has expired or there are

changes to your account. Operator reserves the right to report delinquent payments or accounts to credit bureaus, which may negatively impact your credit. For and in consideration of your Enrollment Fee and Annual Subscriber Fee, or other form of consideration as determined by Operator, applicable at the time of your Select purchase, conversion, or renewal, and in the amount set forth on the Enrollment Webpage during the electronic submission and either purchase or activation of your Inspirato Select Membership, you are acquiring from Operator the right to receive, access, and purchase certain travel opportunities, as well as the right, as available, to reserve the use and occupancy of any of these opportunities described in and subject to the Inspirato Documents. Operator may change the fees and charges in effect for the subscription, add new fees or charges, or cancel your subscription by giving you 30 days advance notice.

Residents of New York may cancel their initial purchase of their Select Membership without penalty or obligation within three (3) business days of receipt of access to this notice. Residents of California; Virginia; and Washington may cancel their initial purchase of their Select Membership without penalty or obligation within seven (7) business days of receipt of access to this notice. Residents of Minnesota, Maryland, and British Columbia, Canada may cancel their initial purchase of their Select Membership without penalty or obligation within ten (10) business days of receipt of access to this notice. You must provide such cancellation notice by contacting our Member Care Team at (855) 481-5405 or [membercare@inspirato.com](mailto:membercare@inspirato.com), or by emailing your Member Care team.

**5. Eligibility and Sharing Select Trips.** Select Trips can be shared, awarded, donated, or gifted by Select Subscribers to friends, family members, employees, clients, charitable organizations, or other individuals (“**Select Travelers**”). Any tax liabilities associated with the sharing, awarding, donating, or gifting of Select Trips shall not be the responsibility of Operator and shall be the responsibility of the applicable Select Member or Select Traveler. Select Trips may not be resold, may not be traded, and may not be rented on any third-party rental platform (e.g., Airbnb, VRBO, HomeAway, Booking.com, Guesty, Lodgify). All Select Travelers must be individuals at least 25 years of age, unless otherwise agreed to by Operator, in Operator’s sole discretion, and must maintain a valid and approved credit/debit card or other payment system account on file with Operator. All Select Travelers and their guests must agree to abide by these Terms and Conditions and the Reservations and Use Rules. Select Members are ultimately responsible for any charges and expenses incurred by Select Travelers, and for compliance by Select Travelers with all applicable rules, terms and conditions.

**6. Reservation Modification and Cancellation Policy.**

**A. Cancellation by Select Subscriber or Traveler.** Select Members and Travelers are subject to the Select Trip cancellation policy, as detailed at <http://www.inspirato.com/info/cancellation-policy/>, as the same may be amended from time to time in Operator’s discretion.

**B. Cancellation by Operator.** Operator reserves the right, in its sole discretion, to cancel without refund or credit any Select Trips where the Select Member account ceases to be in Good Standing, whether caused by expiration, the breach of any payment obligation, or otherwise. Operator also reserves the right to cancel at any time any reservation for a Select Trip that is deemed unavailable by Operator in its sole discretion and, in such event (except in the case of a Force Majeure event as described below), Select Subscriber will have the opportunity to reserve a another then available Select Trip; provided that, in no event shall Operator be responsible for any additional consequential costs (such as travel costs) related to such cancellation.

## **INSPIRATO® RESERVATION AND USE RULES**

### **ALL MEMBERSHIP PROGRAMS**

#### **PLEASE SCROLL DOWN AND READ THE RESERVATION AND USE RULES BELOW.**

In addition to the Inspirato Terms and Conditions (“**Terms and Conditions**”), including the Inspirato Membership Terms and Conditions, which are incorporated herein by reference, these Inspirato Reservation and Use Rules (“**Reservation Rules**”) govern your use and enjoyment of Opportunities, and more specifically, your use and occupancy of the Inspirato® Collection. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. Your Membership is in the Executive Membership Program, the Family Membership Program, the Key Membership Program, the Club Membership Program, the Trial Membership Program, or the Travel Membership Program (your “**Membership Program**”).

Membership in Inspirato is offered to you conditioned upon your agreement to accept these Reservation Rules. If you agree to be bound by these Reservation Rules, click on the “*I agree to the Inspirato Reservation and Use Rules*” selection when prompted on the Enrollment Webpage or your Membership Webpage. In addition, payment of any fee, including any initiation or enrollment fees, Membership fees, nightly rates, or other fee or cost associated with your Membership Program or any Opportunity, or your participation in an Opportunity regardless of payment shall also be considered your acknowledgment, acceptance, and agreement of these Reservation Rules. These Reservation Rules apply to you and other Members in the Membership Program.

#### **1. Your Membership Program; Reserving Inspirato Opportunities and Additional Opportunities.**

##### **A. Your Executive, Family, Club, Key, or Trial, or Club Membership Program; Reserving Inspirato Opportunities and Additional Opportunities for your Key, Trial, or club Membership Program Only.**

This Section applies to you and other Members in the Executive, Family, Club, Key, or Trial Membership Program only. Your Executive, Family, Club, Key, or Trial Membership entitles you to reserve, use and occupy the Inspirato Collection of vacation options, as well as receive other Opportunities in accordance with and subject to these Reservation Rules and the other Inspirato Documents. All reservations may be reserved on a first come-first served space available basis (except as otherwise determined by Operator during certain peak dates or for other advance reservation options; for example, the “Jaunt” Additional Opportunity), subject to any reservation priorities of other Membership Programs (each of which may include certain priorities and/or limitations). Generally, reservations for (a) Inspirato Residences, Hotel & Resort Residences and Inspirato Experiences may be made up to one (1) year in advance of your desired check-out date; (b) Hotel & Resort Rooms/Suites up to one (1) year in advance of your desired check-out date; and (c) New Property Announcements and all Jaunt programs, immediately upon release. The Collections currently available to Members are searchable from your Member Webpage or the Inspirato App. Inspirato Opportunities and Additional Opportunities may be reserved from your Member Webpage on the *Inspirato.com* Website, via the Inspirato App, or via telephone at (303) 586-7771. Reservations for Inspirato Opportunities and Additional Opportunities must be made through the reservation processes established by Operator from time to time. Reservations are not final until accepted by Operator as evidenced by Operator’s email confirmation of your reservation (“**Confirmation Email**”). The Nightly Rate for each night of occupancy of an Opportunity and the charges for Taxes and Fees (e.g., collectively, the Opportunity Fee) are due and payable in full to Operator at the time of reservation confirmation. The purchase price for an Additional Opportunity, together with all applicable taxes, fees, charges (other than Taxes and Fees) and all other amounts payable for an Additional Opportunity (e.g., collectively, the Additional Opportunity Fee) is also due and payable in full to Operator at the time of reservation confirmation. In each case, payment in full of the applicable Opportunity Fee or Additional Opportunity Fee is a condition precedent to Operator’s confirmation of your reservation and your receipt of a Confirmation Email. Prior to remitting credit/debit card (or other payment system) payment for the applicable Opportunity Fees or Additional Opportunity Fees, any and all Travel Credits or Travel Perks in your Membership account will be applied as partial or, if applicable, full payment of such Opportunity Fees or Additional Opportunity Fees. You agree that your credit/debit card or other payment system account will be charged for the full Opportunity Fee or Additional Opportunity Fee, less any such available Travel Credits or Travel Perks automatically applied towards a portion of such fee, upon submittal to and acceptance by Operator. Use and enjoyment of Opportunities by Members may be subject to minimum stay requirements as determined by Operator in its sole discretion, and, unless specified otherwise in writing by Operator, Opportunities may be for a maximum of ninety (90) days, subject to availability and acceptance by Operator. Availability, minimum stay requirements, Nightly Rates, Taxes and Fees, and House Rules for each Collection option are searchable from your Member Webpage. Opportunity Fees and Additional Opportunity Fees vary based on property, Membership Program, Resort Destination, demand, seasonality and other factors as solely determined by Operator, and Nightly Rates may vary from night to night within a single Opportunity.

**Your Membership must be in Good Standing in order for you to use and occupy any Collection or enjoy any Opportunity, and Operator reserves the right, in its sole discretion (without refund or credit), to cancel a reservation for an Inspirato Opportunity or Additional Opportunity or otherwise deny access to a Collection option in the event that a Member falls out of Good Standing (including expiration of your Membership without renewal) at any time prior to his or her enjoyment of the same.**

**B. Your Travel Membership Program; Reserving Inspirato Opportunities and Additional Opportunities for your Travel Membership Program Only.** This Section applies to you and other Members in the Travel Membership Program only. Your Travel Membership entitles you to reserve, use and occupy the Inspirato Collection of vacation options, as well as receive other Opportunities in accordance with and subject to these Reservation Rules and the other Inspirato Documents. All reservations may be reserved on a first come-first served space available basis (except as otherwise determined by Operator during certain peak dates or for other advance reservation options; for example, the “Jaunt” Additional Opportunity), subject to any reservation priorities of other Membership Programs (each of which may include certain priorities and/or limitations). Generally, reservations for (a) Inspirato Residences, Hotel & Resort Residences and Inspirato Experiences may be made up to six (6) months in advance of your desired check-out date; (b) Hotel & Resort Rooms/Suites up to six (6) months in advance of your desired check-out date; and (c) New Property Announcements, Inspirato Only releases, and annual/semi-annual promotions seven (7) days following the release or announcement. Jaunt Additional Opportunities shall be made available for reservation on the Monday following the release. Certain benefits are not available to Members of your Travel Membership Program; these are determined in Operator’s sole discretion and include, but are not limited to, dedicated personal vacation advisors, family sharing, Inspirato guest passes, Bespoke Additional Opportunities, Inspirato Member events, access to the Inspirato Member Facebook page, JauntLiving Opportunities, ticketing, and partnership benefits. The Collections currently available to Members are searchable from your Member Webpage and Inspirato App. Inspirato Opportunities and Additional Opportunities may be reserved from your Member Webpage on the *Inspirato.com* Website, via the Inspirato App, or via telephone at (303) 586-7771. Reservations for Inspirato Opportunities and Additional Opportunities must be made through the reservation processes established by Operator from time to time. Reservations are not final until accepted by Operator as evidenced by Operator’s Confirmation Email. The Nightly Rate for each night of occupancy of an Opportunity and the charges for Taxes and Fees (e.g., collectively, the Opportunity Fee) are due and payable in full to Operator at the time of reservation confirmation. The purchase price for an Additional Opportunity, together with all applicable taxes, fees, charges (other than Taxes and Fees) and all other amounts payable for an Additional Opportunity (e.g., collectively, the Additional Opportunity Fee) is also due and payable in full to Operator at the time of reservation confirmation. In each case, payment in full of the applicable Opportunity Fee or Additional Opportunity Fee is a condition precedent to Operator’s confirmation of your reservation and your receipt of a Confirmation Email. Prior to remitting credit/debit card (or other payment system) payment for the applicable Opportunity Fees or Additional Opportunity Fees, any and all Travel Credits or Travel Perks in your Membership account will be applied as partial or, if applicable, full payment of such Opportunity Fees or Additional Opportunity Fees. You agree that your credit/debit card or other payment system account will be charged for the full Opportunity Fee or Additional Opportunity Fee, less any such available Travel Credits or Travel Perks automatically applied towards a portion of such fee, upon submittal to and acceptance by Operator. Use and enjoyment of Opportunities by Members may be subject to minimum stay requirements as determined by Operator in its sole discretion, and, unless specified otherwise in writing by Operator, Opportunities may be for a maximum of ninety (90) days, subject to availability and acceptance by Operator. Availability, minimum stay requirements, Nightly Rates, Taxes and Fees, and House Rules for each Collection option are searchable from your Member Webpage. Opportunity Fees and Additional Opportunity Fees vary based on property, Membership Program, Resort Destination, demand, seasonality and other factors as solely determined by Operator, and Nightly Rates may vary from night to night within a single Opportunity. **Your Membership must be in Good Standing in order for you to use and occupy any Collection or enjoy any Opportunity, and Operator reserves the right, in its sole discretion (without refund or credit), to cancel a reservation for an Inspirato Opportunity or Additional Opportunity or otherwise deny access to a Collection option in the event that a Member falls out of Good Standing (including expiration of your Membership without renewal) at any time prior to his or her enjoyment of the same.**

**2 Tentative Reservations.** All Members may place a tentative hold on a desired Opportunity (“**Tentative Reservation**”) for up to twenty-four (24) hours. In certain instances, Operator may allow Tentative Reservations for either a longer or shorter period than twenty-four (24) hours. In any such instance, the modified Tentative Reservation period may be noted on the property description portion of the *Inspirato.com* Website. If not submitted as a full reservation in accordance with Section 1 above within such twenty-four (24) hour period, the Tentative Reservation will be automatically cancelled. Members may hold up to two (2) Tentative Reservation at any time. Tentative Reservations may not be

modified. In addition, once a Member has had a Tentative Reservation for an Opportunity at any particular Inspirato Residence or Hotel & Resort Residence Collection option, the Member will not be permitted to again make a Tentative Reservation for the same residence for any of the same night(s) within fifteen (15) nights prior to the first night, or within fifteen (15) nights prior to the last night, of such Opportunity. All Tentative Reservations that Member and Operator confirm within twenty-four (24) hours shall be treated the same as any other reservations for an Opportunity.

**3. Reservation Modification and Cancellation Policies.** By agreeing or otherwise being bound to these Reservation Rules, you agree to be bound by the terms of the reservation modification and cancellation policies set forth in this Section (collectively, the “**Standard Inspirato Cancellation Policy**”).

**A. Addition of Nights to Existing Reservations.** Subject to availability and payment of any applicable

Opportunity Fees (including any difference in Nightly Rate as a result), Members may request additional nights be added to an Inspirato Opportunity for use and occupancy of a Collection option at any time from the date of receipt of the Confirmation Email of the original reservation through the original check-out date. You may add additional nights to an existing reservation in the same manner as original reservations; however, extensions made while a Member is occupying a Collection option must be made via telephone or directly with the Operator (as opposed to on the Website or App). Reservation extensions are not final until accepted by Operator as evidenced by a Confirmation Email of the extension. Should a Member remain in occupancy of a Collection option after the original check-out date and time without acceptance by Operator as evidenced by a Confirmation Email, the Member will be considered a Holdover Member, as defined in your Inspirato Terms and Conditions.

**B. Partial Cancellations/Reductions of Nights from Existing Reservations.** Members may modify

reservations to subtract nights from an Inspirato Opportunity for use and occupancy of a Collection option or an Additional Opportunity (“**Partial Cancellation**”) at any time from the date of receipt of the Confirmation Email of the original reservation through the originally-scheduled check-in date. Partial Cancellations may not be made after check-in. Partial Cancellations are treated the same as any other cancellation and shall be subject to and made as provided in Subsection C below. Partial Cancellations require cancellation of the original reservation and rebooking of the Opportunity at the current Nightly Rate. Unless otherwise specified, Partial Cancellations are not available for certain Inspirato Opportunities (e.g., Collection reservations for certain Inspirato Signature Experiences) or Additional Opportunities, in each case as may be set forth on the Website or in any applicable Additional Opportunity Rules.

**C. Cancellations Generally.** Members may cancel existing reservations for Inspirato Opportunities and

Additional Opportunities by calling the Operator via telephone at (855) 481-5405 or by email at MemberCare@inspirato.com. Such cancellations are referred to as “**Member Cancellations**,” and include cancellations of full Inspirato Opportunities and Additional Opportunities as well as Partial Cancellations. Member Cancellations are only valid cancellations upon receipt of an email confirmation from Operator. If you have not received an email confirmation within twenty-four (24) hours of informing Operator of your desire to make a Member Cancellation, you must contact Operator again to ensure your reservation is properly canceled. Except as prohibited by applicable law or as permitted by Operator, in Operator’s sole discretion, no Member is entitled to Cash Refunds for or in connection with any Member Cancellation. However, Members in Good Standing may, in certain circumstances, be entitled to full or partial refunds for Opportunity Fees and Additional Opportunity Fees (if applicable) paid for reserving Inspirato Opportunities and Additional Opportunities in the form of non-cash Travel Credits, which may be used towards future reservations under your Membership. Subsection D governs Member Cancellations for Collection reservations for the subset of vacation options referred to on the Website as Inspirato Residences, Hotel & Resort Residences, and certain Hotel & Resort Rooms/Suites only, the selection of which will be in Operator’s sole discretion. Member Cancellations of other Collection reservations (e.g., certain other Hotel & Resort Rooms/Suites, Inspirato Experiences and Partner Experiences) are governed by the specific Collection option cancellation policy listed on the Collection accommodation detail page or otherwise communicated to you at the time of booking (e.g., a certain hotel stay may have a different cancellation policy than the Standard Inspirato Cancellation Policy set forth in this Section) and will also be refunded in Travel Credits. Subsection E below governs the use of Travel Credits received through Member Cancellations. Subsection F below governs the use of Travel Perks available in your Member account. Notwithstanding the foregoing, except as otherwise provided in the applicable Additional Opportunity Rules or as prohibited by applicable law, Additional Opportunity Fees are non-refundable, but in refundable circumstances, fees paid for cancelled Additional Opportunities will also be refunded in the form of non-cash Travel Credits.

**D. Receipt of Inspirato Travel Credits or Cash Refunds in Connection with Member**

**Cancellations.** The determination of whether a Member is entitled to any refund in the form of non-cash Travel Credits or a cash refund to the original form of payment (“**Cash Refund(s)**”) in connection with a Member Cancellation of an Inspirato Opportunity, and the amount and type of refund, will be determined at Inspirato’s sole discretion.

**E. Use of Inspirato Travel Credits.** Each Travel Credit may be used as a credit against one dollar (\$1.00) of the Opportunity Fees or Additional Opportunity Fees for one (1) or more future Collection reservations; provided however, Travel Credits are not cash and have no cash value. Travel Credits may be applied towards future travel in all Collection options (e.g., Inspirato Residences, Hotel & Resort Residences, Hotel & Resort Rooms/Suites, Inspirato Experiences and Jaunt®, etc.) as well as charges for Taxes and Fees, as well as toward Annual or Monthly Membership Fees, but may not be applied to Member eEvents, Folio Charges (as defined below), or other similar amounts owed to Operator. Valid Travel Credits in a Member’s account at the time of making a Collection reservation will by default, be applied towards the Opportunity Fee or Additional Opportunity Fee applicable to such Inspirato Opportunity or Additional Opportunity in a “first-in first-out” manner (e.g., the earliest to expire will be used first, including using Travel Perks where allowed before using Travel Credits); you must notify Operator in the event you prefer not to apply your Travel Credits towards the applicable fees. Should the Travel Credits in such Member’s account at the time of reservation be greater than the total Opportunity Fee or Additional Opportunity Fee for the Opportunity being reserved, the balance of Travel Credits will remain in the Membership account. Travel Credits are valid, so long as your Membership remains in Good Standing, for three (3) years from the date of issuance or until the expiration or termination of your Membership. Notwithstanding the foregoing, Operator reserves the right (in its sole discretion) to extend the expiration date of any Travel Credits for a Member in Good Standing. Cancellations of Opportunities that are booked using Travel Credits shall be treated the same as other Member Cancellations and will be refunded in additional Travel Credits. Notwithstanding the foregoing, reservations made using Travel Credits will not affect the expiration date of the Travel Credits used to initially book the same (e.g., using Travel Perks to book a reservation and cancelling the same will not result in a refund of expired Travel Credits if the cancellation occurs after the corresponding expiration date).

**F. Use of Inspirato Travel Perks.** Each Travel Perk may be used as a credit against one dollar (\$1.00) of the Nightly Rate for one (1) or more future Collection reservations; provided however, Travel Perks are not cash and have no cash value. Travel Perks may be applied towards future travel in all Collection options (e.g., Inspirato Residences, Hotel & Resort Residences, Hotel & Resort Rooms/Suites, Inspirato Experiences and Jaunt®, etc.). Travel Perks may not be applied to your Initial Fee or Annual or Monthly Membership Fees, as applicable. Travel Perks may not be applied to payment for Taxes and Fees. Further, Travel Perks may also not be applied to Member eEvents, Partner Experiences, Folio Charges, or other similar amounts owed to Operator. Valid Travel Perks in a Member’s account at the time of making a valid Collection option reservation will by default be applied towards the Nightly Rate in a “first-in first-out” manner (e.g., the earliest to expire will be used first, including using Travel Perks before using Travel Credits); you must notify Operator in the event you prefer not to apply your Travel Perks towards the applicable fees. Should the Travel Perks in such Member’s account at the time of reservation be greater than the total Nightly Rate for the valid Collection option being reserved, the balance of Travel Perks will remain in the Membership account. Travel Perks are valid, so long as your Membership remains in Good Standing, for one (1) year from the date of issuance or until the expiration or termination of your Membership. Notwithstanding the foregoing, Operator reserves the right (in its sole discretion) to extend the expiration date of any Travel Perks for a Member in Good Standing, or issue Travel Perks with expiration dates of earlier than one (1) year, through promotions, incentive or otherwise. Cancellations of reservations that are booked using Travel Perks shall be treated the same as other Member Cancellations and will be refunded in additional Travel Perks. Notwithstanding the foregoing, reservations made using Travel Perks will not affect the expiration date of the Travel Perks used to initially book the same (e.g., using Travel Perks to book a reservation and cancelling the same will not result in a refund of expired Travel Perks if the cancellation occurs after the corresponding expiration date).

**G. Cancellations by Operator.** Operator reserves the right, in its sole discretion, to cancel without refund or credit any Inspirato Opportunity or Additional Opportunity in the event that your Membership ceases to be in Good Standing, whether caused by the expiration or non-renewal or your Membership, the termination or suspension of your Membership, your becoming delinquent in the payment of any obligation under the Inspirato Documents, your breach of any obligation under the Inspirato Documents, or otherwise. Operator also reserves the right to cancel at any time any reservation for an Inspirato Opportunity or Additional Opportunity in the event that the subject Collection vacation option or Additional Opportunity is removed from the Inspirato portfolio or becomes unavailable to your Membership Program or is otherwise deemed unavailable by Operator in its sole discretion and, in such event (except in the case of a Force Majeure event as described in your Inspirato Terms and Conditions), you will receive a full refund (in the form of non-cash Travel Credits) of your Opportunity Fee or Additional Opportunity Fee payments for such Operator cancellation;

provided that in no event shall Operator be responsible for any additional or consequential Member costs (such as travel costs) related to such cancellation. All rights and privileges (and Opportunities) of Members are subordinate to the claims or liens of any debt, deed of trust, deed to secure debts, mortgage, lease or similar instrument, or other encumbrances encumbering any Collection vacation option now or hereafter existing.

**4. Events.** Members are prohibited from hosting weddings, parties, events or similar gatherings, as determined by Operator (“Events”) at any Collection without the prior written consent of Operator, which Operator may withhold in its sole discretion. If you are interested in hosting an Event at a Collection you have booked or are interested in booking, you must contact Operator in advance. If Operator consents to an Event, the Member will be required to accept and comply with *Additional Opportunity Rules, Terms, and Conditions for Special Events*, as specified by Operator. Such terms will include, but are not limited to, accepting all liability relating to the Event, obtaining liability insurance covering the Event in an amount specified by Operator, paying a service fee, housekeeping fee, and/or other applicable fees, and engaging an event planner if deemed necessary by the Operator, in its sole discretion. Failure to obtain the necessary consent for an Event or to fully comply with the *Additional Opportunity Rules, Terms, and Conditions for Special Events* may result in the immediate cancellation of the Collection reservation, cancellation of the Event, and/or may be considered Bad Conduct.

**5. Membership Benefits.**

**A. Co-Members and Guests.** Members and their designated spouse or life partner (“Co-Member”) share in all rights to reserve and enjoy *Inspirato Opportunities* and receive *Additional Opportunities*; provided, however, Members and their Co-Members may only enjoy one (1) *Inspirato Residence* or *Hotel & Resort Residence*, and *Inspirato Experience* at a time, but may simultaneously use and occupy up to two (2) *Hotel & Resort Rooms/Suites* at a time, provided that either the Member or Co-Member must be in occupancy of one (1) *Hotel & Resort Room/Suite* in such reservation block for each and every night of the *Inspirato Opportunity*. Operator reserves the right to restrict use of multiple *Hotel & Resort Rooms/Suites* within the same “**Resort Destination**” or in different *Resort Destinations* based on blackout periods and other restrictions, each of which may vary by *Resort Destination*, are subject to change from time to time, and both of which may be determined by Operator in its sole discretion. For illustrative purposes, *Aspen/Snowmass* or *Vail/Beaver Creek* may each be considered a single *Resort Destination*. Provided (i) no fee is charged, (ii) no Member sees an economic or non-economic benefit and (iii) the inviting Member is occupying the *Inspirato Residence* or *Hotel & Resort Residence* for the duration of the *Inspirato Opportunity* (or, as applicable, the *Additional Opportunity*), Members are invited to share *Inspirato Opportunities* and *Additional Opportunities* with non-Member personal accomplices of the Member, subject further to the restrictions set forth in your *Inspirato Terms and Conditions* and all applicable *House Rules* and *Additional Opportunity Rules*. If Operator reasonably believes any of conditions (i)-(iii) of the foregoing sentence prove to be false, Operator may, in addition to its other rights and remedies, refuse or terminate occupancy of the reservation and any nights remaining in such *Inspirato Opportunity* (or, as applicable, the *Additional Opportunity*) shall be cancelled without refund and the entire *Opportunity Fee* or *Additional Opportunity Fee*, as applicable, shall be retained by Operator as liquidated damages, and not as a penalty. *Inspirato Opportunities* and *Additional Opportunities* are for your personal use only and may not be rented, sold or otherwise transferred to any third party. In accordance with the *Terms and Conditions*, Membership reservations may be shared with your adult children and parents for an additional monthly fee dependent on the level of sharing permissions you wish to purchase or as added in Operator’s sole discretion. Club sharing expires upon termination of your Club membership. Family sharing is not available under a Travel Membership Product.

**B. Membership Transferability.** Notwithstanding any provision of your *Terms and Conditions* to the contrary, as an Executive Member, you have the right to make a one (1) time transfer of your Membership to either (a) an eligible direct family member, or (b) one of the Executive Add-On Members described in subsection C above by providing notice to Operator; provided, however, that any such transferee must agree to accept the transfer of your Membership, and agree to such documents as required by Operator to evidence the agreement to be bound by all *Inspirato Documents*. All Membership transfers in accordance with this subsection are and shall remain subject to the payment of all Annual Membership Fees related thereto and other amounts payable in connection therewith. For clarification, the transferee will inherit the Membership only for the remainder of your Membership Term, and the Membership may not be transferred again in accordance with this subsection. Further, in the event a transfer is made to an Executive Add-On Member, such member’s Executive Add-On Membership will terminate upon acceptance of such transfer.

**C. Guest Passes.** As a Member, Operator may provide you with a guest pass (“**Guest Pass**”) from time to time, and in Operator’s sole discretion, that enables one (1) individual selected by you (each such individual being a “**Guest**”) to reserve and enjoy one (1) *Inspirato Opportunity* per Guest Pass during the year for which the Guest Pass is

valid. Guests may use and enjoy Inspirato Opportunities unaccompanied by you or your Co-Member as a “**Guest Passholder**” (as defined in and in accordance with the Inspirato Non-Member and Guest Pass Rules and other Inspirato Documents, including, for example, the obligation to pay all Opportunity Fees and other payment requirements necessary to use the Guest Pass, as well as all Guest Passholder cancellation policies). For clarification, a Guest Pass entitles a Guest to have one-time access to a restricted portion of the Collection portfolio only and the Guest is responsible for payment of all Opportunity Fees and other applicable fees for any Collection option selected and booked by the Guest. Enjoyment of Inspirato Opportunities by Guests shall be further subject your Membership remaining in Good Standing. Blackout dates and restrictions may apply in Operator’s sole discretion, for example, individual Collection residences may be removed entirely from availability from time to time, and high demand periods where Operator otherwise anticipates high demand for certain Inspirato Opportunities. Guest Pass use shall be subject to the Inspirato Documents and any other terms and conditions promulgated by Operator in connection with the purchase and/or use of a Guest Pass (or other non-member use of a Collection option) including the Non-Member and Guest Pass Rules. Each Guest shall be required to agree to the same prior to reserving a Collection option and shall be required to maintain a valid credit/debit card or other payment system (for example, ACH) on file with Operator.

## **6. Executive and Family Membership Program Benefits Only.**

**A. Co-Members and Guests.** Executive Members and Family Members and their designated spouse or life partner (“**Co-Member**”) share in all rights to reserve and enjoy Inspirato Opportunities and receive Additional Opportunities. Subject to availability, acceptance by Operator, and the reservation policies set forth herein, Executive Members, Family Members, and their Co-Members may simultaneously enjoy the same Collection lodging option or use and occupy multiple Collections; provided that either the Executive Member, Family Members or their Co-Member must be in occupancy of one Collection option in a reservation block for each and every night of the Inspirato Opportunity. Operator reserves the right to restrict use of multiple Inspirato Residences or Hotel & Resort Residences within the same “Resort Destination” or in different Resort Destinations based on blackout periods and other restrictions, each of which may vary by Resort Destination, are subject to change from time to time, and both of which may be determined by Operator in its sole discretion. For illustrative purposes, Aspen/Snowmass or Vail/Beaver Creek may each be considered a single Resort Destination. Provided (i) no fee is charged, (ii) you do not receive or see an economic or non-economic benefit and (iii) the inviting Member is occupying the Inspirato Residence or Hotel & Resort Residence for the duration of the Inspirato Opportunity (or, as applicable, the Additional Opportunity), Members are invited to share Inspirato Opportunities and Additional Opportunities with non-Member personal accomplices of the Member, subject further to the restrictions set forth in your Inspirato Terms and Conditions and all applicable House Rules and Additional Opportunity Rules. If Operator reasonably believes any of conditions (i)-(iii) of the foregoing sentence prove to be false, Operator may, in addition to its other rights and remedies, refuse or terminate occupancy of the reservation and any nights remaining in such Inspirato Opportunity (or, as applicable, the Additional Opportunity) shall be cancelled without refund and the entire Opportunity Fee or Additional Opportunity Fee, as applicable, shall be retained by Operator as liquidated damages, and not as a penalty. Inspirato Opportunities and Additional Opportunities are for your personal use only and may not be rented, sold or otherwise transferred to any third party. In accordance with the Terms and Conditions, Operator may provide Executive Members the opportunity to purchase Guest Passes. Any such use shall be subject to the Inspirato Documents and any other terms and conditions enacted by Operator in connection with the purchase of a Guest Pass (or other non-member use of an Opportunity) including the Non-Member and Guest Pass Rules.

**B. Parent/Child Sharing.** As an Executive Member or Family Member, you are entitled to share the rights and privileges of your Membership with your Spouse, and your and your Spouse's parents and adult children aged twenty-five (25) or older, unless otherwise agreed to by Operator, in Operator’s sole discretion (collectively, “**Parent/Child Members**”). Parent/Child sharing includes the right for each eligible Parent/Child Member to enroll in the Parent/Child Family Membership Program at no additional cost of Membership (e.g., Initiation Fee or Annual Membership Fee) and may enjoy Inspirato Opportunities and Additional Opportunities unaccompanied by you or your Co-Member under your Membership. All Parent/Child Family Memberships shall be subject to the Inspirato Documents and any other terms and conditions promulgated by Operator in connection with the use of and enrollment in a Parent/Child Family Membership. While each enrolled Parent/Child Member will maintain their own separate Membership, all charges and billing matters, including but not limited to folio charges, for any reservation or payment of any amount due to Operator made under a Parent/Child Family Membership linked to your Membership shall ultimately remain your responsibility and if unpaid will be billed to your credit card or any other form of payment on file. In the event your Membership is terminated or expires, all Parent/Child Family Memberships under your Membership will simultaneously terminate; provided, however, Operator will honor any existing reservations for Inspirato Opportunities or Additional Opportunities made under a Parent/Child Family

Membership prior to such termination or expiration. Your "Spouse" is your husband, wife, domestic partner recognized by the jurisdiction where you reside or your life partner and with whom you would get legally married if the laws permitted.

## **7. Executive Membership Program Benefits Only.**

**A. Add-On Memberships.** As an Executive Member, you are entitled to receive up to three (3) Inspirato Memberships in the Add-On Membership Program (each an "**Executive Add-On Membership**") that may be granted to any eligible individual person at your discretion without payment by the Add-On Member of an Initiation Fee (e.g., then current Annual Membership Fees are due and payable upon enrollment of the individual that is granted the membership and annually in order to maintain the membership). At Operator's sole discretion, an Executive Member may be granted additional Add-On Memberships, which may be purchased by Add-On Members for an initiation fee, plus then-current Annual Membership Fees ("**Additional Add-On Membership**"). Receipt of Additional Add-On Membership is subject to an additional Add-On Membership agreement. Executive Add-On Memberships are transferrable (e.g. if an Add-On Member resigns, the Executive Member may appoint a new Add-On Member to replace the former; however, the former Add-On Member may not transfer the membership), are co-terminus with your Membership only in certain circumstances, may be continued subject to a discretionary continuation fee, and subject at all times to the Inspirato Documents and any other terms and conditions promulgated by Operator in connection with the use of and enrollment in an Executive Add-On Membership. Executive Add-On Memberships are entitled to the same rights and privileges as standard Family Memberships and will have a separate annual renewal date from your Membership.

**B. Guest Passes.** As an Executive Member, you are entitled to receive five (5) Guest Passes per year that enable one (1) Guest to reserve and enjoy one (1) Inspirato Opportunity per Guest Pass during the year for which the Guest Pass is valid. Guests may use and enjoy Inspirato Opportunities unaccompanied by you or your Co-Member as a Guest Passholder (as defined in and in accordance with the Inspirato Non-Member and Guest Pass Rules and other Inspirato Documents, including, for example, the obligation to pay all Opportunity Fees and other payment requirements necessary to use the Guest Pass, as well as all Guest Passholder cancellation policies). For clarification, a Guest Pass entitles a Guest to have one-time access to a restricted portion of the Collection portfolio only and the Guest is responsible for payment of all Opportunity Fees and other applicable fees for any Collection option selected and booked by the Guest. Enjoyment of Inspirato Opportunities by Guests shall be further subject your Membership remaining in Good Standing. Blackout dates and restrictions may apply in Operator's sole discretion, for example, individual Collection residences may be removed entirely from availability from time to time, and high demand periods where Operator otherwise anticipates high demand for certain Inspirato Opportunities. Guest Pass use shall be subject to the Inspirato Documents and any other terms and conditions promulgated by Operator in connection with the purchase and/or use of a Guest Pass (or other non-member use of a Collection option) including the Non-Member and Guest Pass Rules. Each Guest shall be required to agree to the same prior to reserving a Collection option and shall be required to maintain a valid credit/debit card or other payment system (for example, ACH) on file with Operator.

**8. Amendments; Entire Agreement.** Operator has the right, in its sole discretion, to amend these Reservation Rules and any other Inspirato Documents at any time, and such amendments will be effective: (i) when posted on our Website or your Member Webpage; (ii) when we have delivered notification thereof to your Provided Email Address or Member Webpage; (iii) upon the renewal of your Membership; or (iv) upon your reservation or enjoyment of any Opportunity, whichever occurs first. These Reservation Rules will be effective beginning on your Membership commencement date and will continue to be effective, as amended from time to time, until your Membership is terminated or ended or an amendment to these Reservation Rules becomes effective, from which point the amended Reservation Rules shall control. The provisions of these Reservation Rules shall survive termination of your Membership. The Enrollment Webpage, these Reservation Rules and the other Inspirato Documents, including the Terms and Conditions, constitute the entire agreement between us and you pertaining to the subject matter hereof.