

INSPIRATO® GUEST TRAVEL RULES, TERMS AND CONDITIONS

PLEASE SCROLL DOWN AND READ THE TERMS AND CONDITIONS BELOW.

These Inspirato® Guest Travel Rules, Terms and Conditions (“**Guest Travel Rules**”) govern your use and enjoyment of Inspirato® (“**Inspirato**”), the Inspirato.com website (the “**Website**”), the Inspirato portfolio of vacation options, experiences, as well as other opportunities, services, benefits and privileges (collectively, and as further detailed below, “**Opportunities**”) that Operator may make available to Guest Travelers from time to time in its sole discretion. The terms “we”, “us”, “our” and “Operator” refer to Best of 52, LLC, which is the owner and operator of Inspirato. The terms “you,” “your,” and “Guest Traveler” refer to non-Members and other persons we permit to use, occupy or receive certain Inspirato Collections, Inspirato Opportunities, and/or Additional Opportunities awarded through any of the non-Member travel options that may be made available to you. Capitalized terms used but not defined herein shall have the meaning set forth in the Inspirato Documents.

Guest Travel is conditioned upon your agreement to accept these Guest Travel Rules. If you agree to be bound by these Guest Travel Rules, you should click on the “*I agree to my Inspirato Guest Travel Rules*” selection on the Inspirato Website during the registration process. If you do not agree to be bound by these Guest Travel Rules you should not click the described selection. Failure to agree to these Guest Travel Rules means you will not be able to proceed with booking an applicable Inspirato Opportunity or Additional Opportunity. By booking a reservation, you agree to accept these Guest Travel Rules on your own behalf and on behalf of your guests, invitees, or other travelers (“**Guests**”) that may participate in the use and enjoyment of an Inspirato Opportunity or Additional Opportunity under the account you create during the registration process (“**Guest Traveler Account**”). No Guest Traveler shall be eligible to book a reservation unless and until the Guest Traveler has registered with Operator and affirmatively accepted these Guest Travel Rules in the manner required by Operator set forth above. By accepting these Guest Travel Rules, all Guest Travelers and Guests agree that all use and occupancy of Collection lodging options reserved or accessed by virtue of a Guest Traveler Account shall be subject to these Guest Travel Rules, content on your Guest Traveler Webpage and such other documents, terms, conditions, rules, plans and/or policies governing your Guest Traveler Account (collectively, the “**Inspirato Documents**”), all as applicable. These Guest Travel Rules are hereby designated as an Inspirato Document. In the event of a conflict between these Guest Travel Rules or any another Inspirato Document, the terms of these Guest Travel Rules shall prevail. Guest Travelers should read these Guest Travel Rules carefully and print or save copies for their records. A courtesy copy of this document will be available on the Guest Travelers Webpage (as defined below in Section 3).

1. Eligibility of Guest Travelers. All Guest Travelers must be individuals at least twenty-five (25) years of age 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 Guest Traveler. A Guest Traveler Account permits a Guest Traveler to reserve the use and occupancy of certain residences, hotel and resort stays, experiences, events, services, partner programs and any other Opportunities that Operator makes available to Guest Travelers from time to time (collectively, a “**Collection**”) in accordance with and subject to the Guest Travel Rules and other Inspirato Documents. An Inspirato Collection may consist of “Inspirato Residences,” “Hotel & Resort Residences,” “Hotel & Resort Rooms/Suites,” “Inspirato Experiences” and “Partner Experiences,” each as currently described on the Website. Operator may change, add or remove residences, hotels, resorts, experiences, events, services, benefits, partner programs and Additional Opportunities from any 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 an Opportunity when desired or the continued availability of any specific component of any Collection. Your Guest Traveler Account and the rights of Guest Travelers are personal to you and may not be transferred to or otherwise used by any third person (absent the presence of the Guest Traveler). If Guests are not accompanied by a Guest Traveler in occupancy of a Collection option for each night of an Opportunity, Operator may, in addition to its other rights and remedies, refuse or terminate occupancy of such Collection option and any nights remaining in such 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.

2. Availability of Inspirato Opportunities and Additional Opportunities. Subject to the usage conditions set forth in any applicable Inspirato Documents, including, without limitation, the payment of all applicable Opportunity Fees, Additional Opportunity Fees and other fees, Guest Travelers are permitted to reserve and enjoy Inspirato Opportunities, as well as any Additional Opportunities which may be made available to Guest Travelers without becoming a Member of Inspirato’s membership club. The availability of Collection options in which you may reserve your Inspirato Opportunity is based on the eligibility restrictions of your Guest Traveler Account, and are searchable from your Guest Traveler Webpage, including restrictions and Blackout Dates listed on your Guest Traveler Webpage, or as generally described in Section 4 below. Operator has the right in its sole discretion to determine and change which Collection options to include for availability for Guest Travelers to reserve at any time. Certain Collections are excluded from such availability, and the registration for a Guest Traveler Account does not entitle you to any particular Collection option or guarantee that any particular Collection will be made available to you at any particular time. Further, your Guest Traveler Account must be in Good Standing in order for the Guest Traveler to reserve, use or occupy a Collection option or receive any Opportunity, whether or not the Guest Traveler has an existing reservation. In certain instances, access to an Inspirato Opportunity or Additional Opportunity may require the Guest Traveler to agree to additional rules that govern the same (“**Additional Rules**”). Additional Rules will be disclosed prior to booking, as applicable. As used herein, a Guest Traveler Account is in “**Good Standing**” if: (a) the Guest Traveler is current in the payment of all amounts due to Operator, (b) the Guest Traveler has a current payment method on file in its Guest Traveler Account, (c) the Guest Traveler is in compliance with all applicable Inspirato Documents, (d) the Guest Traveler Account has not been suspended or terminated by Operator, and (e) the Guest Traveler has not asserted or threatened any claim or action against Operator or any Indemnified Party.

3. Reserving Inspirato Opportunities and Additional Opportunities. Guest Travelers may search, browse and reserve Inspirato Collections from their Guest Traveler Account page or other web page(s) on the *Inspirato.com* Website (“**Guest Traveler Webpage**”) or via telephone at (888) 625-7525 or other designated telephone number on the Website to contact Operator (“**Telephone Number**”). Guest Travelers will be able to search from Collections available to Guest Travelers from their Guest Traveler Webpage, including being subject to certain restrictions and blackout dates during or for which a Guest Traveler will not be permitted to reserve travel as a Guest Traveler. Restrictions will be subject to change from time to time in Operator’s sole discretion. The Guest Traveler is responsible for payment of all applicable Opportunity Fees, Additional Opportunity Fees and other fees for any Collection option selected and booked by the Guest Traveler. Each instance of consecutive enjoyment of a Collection reservation is referred to as an “**Inspirato Opportunity**.” Inspirato 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 Guest Travel Rules and other Inspirato Documents applicable to Guest Travel and the payment, at the time of booking, of the “**Nightly Rate**” for each night of occupancy as well as the flat percentage charge for taxes and fees that Operator imposes on each reservation (“**Taxes and Fees**”), and as further described in Section 7 below. Availability, minimum stay requirements and Nightly Rates for each vacation option within a Collection are searchable from your personalized Guest Travel Webpage. Use and enjoyment of Opportunities by Guest Travelers may be for a maximum of twenty-eight (28) consecutive days, subject to availability and any other rules concerning maximum numbers of days, and acceptance by Operator. Nightly Rates vary based on property, Resort Destinations, demand, seasonality and other factors as solely determined by Operator. Nightly Rates may vary from night to night within a single Opportunity. The total of all Nightly Rates, Taxes and Fees and all other amounts payable for an Opportunity is referred to as the “**Opportunity Fee**.” Inspirato Opportunities may be selected and reserved by logging onto your Guest Traveler Webpage, or by telephone via the Telephone Number. Opportunities other than Inspirato Opportunities are referred to as

“Additional Opportunities” and 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. Reservations are not final until accepted by Operator as evidenced by Operator’s email confirmation of your reservation (**“Confirmation Email”**). The Opportunity Fee or the Additional Opportunity Fee, as applicable, is 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. You agree that your credit/debit card or other payment system account on file with Operator will be charged for the full Opportunity Fee or Additional Opportunity Fee (if applicable), less any such available Travel Credits automatically applied towards a portion of such fees, upon submittal to and acceptance by Operator (if applicable). Guest Travelers are responsible for settling all accounts with us prior to departure from your Inspirato Opportunity or Additional Opportunity. Further, upon completion of your Opportunity, your participation with Inspirato shall cease until you purchase a Membership or reserve another Inspirato Opportunity or Additional Opportunity. Upon reserving another Inspirato Opportunity or Additional Opportunity you may be required to accept the then current version of these Guest Travel Rules.

4. Blackout Dates; Travel Restrictions. Guest Travel is subject to **“Blackout Dates”** as determined by Operator in its sole discretion as to each available Collection Opportunity. For example, Inspirato Collections available for booking by Guest Travelers may have certain holiday or peak period blackout dates, may only be valid for specific Collection options (e.g., certain Inspirato Residences, Hotel & Resort Residences, Hotel & Resort Rooms/Suites, etc.), and may only be valid for a certain number of nights, all as determined by Operator in its sole discretion. Unless otherwise communicated by Operator, Blackout Dates typically total ten (10) weeks of a calendar year including the weeks of: New Year’s, President’s Day, Spring Break (i.e., anywhere from early to mid-March through mid-April), Thanksgiving, and Christmas (the week before Christmas and the week of Christmas); additional Blackout Dates may apply in Operator’s sole discretion, for example, individual Collections may be removed entirely from availability from time to time, and high demand periods where Operator otherwise anticipates high demand for certain Inspirato Opportunities or Additional Opportunities.

5. Travel Allowances. Operator may from time to time issue credits to a Guest Traveler Account for future travel in an Inspirato 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 as further set forth in Section 6, and both of which 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 are issued for cancellation refunds and Travel Perks are issued for sales or other promotions. Terms and conditions of issuance and use may be changed by Operator at any time, without advanced notice, and in Operator’s sole discretion.

6. Reservation Modification and Cancellation Policy. By accepting the Guest Travel Rules, you agree to be bound by the terms of the reservation modification and cancellation policies set forth herein (collectively, the **“Standard Inspirato Cancellation Policy”**).

(a) **Partial Cancellations/Reductions of Nights from Existing Reservations.** Guest Travelers 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 (b) 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 Experiences) or Additional Opportunities, in each case as may be set forth on the Website or in any applicable Additional Opportunity Rules.

(b) **Cancellations Generally.** Guest Travelers may cancel existing reservations for Inspirato Opportunities and Additional Opportunities by calling Operator via telephone at the Telephone Number or by email at reservations@inspirato.com or by contacting your assigned representative. Such cancellations are referred to as **“Guest Traveler Cancellations,”** and include cancellations of full Inspirato Opportunities and Additional Opportunities as well as Partial Cancellations. Guest Traveler 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 Guest Traveler Cancellation, you must contact Operator again to ensure your reservation is properly canceled. Guest Travelers in Good Standing may in certain circumstances, be entitled to refunds for Opportunity Fees and Additional Opportunity Fees (if applicable) paid for reserving Inspirato Opportunities and Additional Opportunities in the form of cash refunds or non-cash Travel Credits, as determined by Operator, which may be used towards future reservations under your Guest Traveler Account. Guest Travelers will not receive any form of refund for Opportunity Fees and Additional Opportunity Fees (as applicable) if Guest Traveler has received or will receive a refund from travel insurance or any other reimbursement mechanism; Operator may require you to affirm you do not have such travel insurance or other reimbursement prior to providing a refund to you. Subsection (c) below governs Guest Traveler 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. Guest Traveler Cancellations of other Collection reservations (e.g., certain other Hotel & Resort Rooms/Suites, Inspirato Experiences and Partner Experiences that may or may not be available under your Guest Traveler Account) 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) and may be refunded in Travel Credits. Subsection (e) below governs the use of Travel Credits received through Guest Traveler Cancellations. 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 may be refunded with Travel Credits.

(c) **Receipt of Inspirato Travel Credits or Cash Refunds in Connection with Guest Traveler Cancellations.** The determination of whether a Guest Traveler is entitled to any refund in connection with a Guest Traveler Cancellation of an Inspirato Opportunity, and the amount and type of refund, depends on the timing of the Guest Traveler Cancellation as well as the Collection option being cancelled, as follows:

(i) In the case of any Guest Traveler Cancellation of an Inspirato Opportunity made at least one hundred eighty (180) days prior to the first day of the Inspirato Opportunity being fully or partially cancelled, the Guest Traveler may elect the form of refund as follows:

(A) Original payment method (e.g., credit card or other form of cash) equal to ninety-five percent (95%) of the Nightly Rate paid by such Guest Traveler for each cancelled night; or

(B) Travel Credits equal to one hundred percent (100%) of the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night;

(ii) In the case of any Guest Traveler Cancellation of an Inspirato Opportunity made less than one hundred eighty (180) but at least ninety (90) days prior to the first day of the Inspirato Opportunity being fully or partially cancelled, the Guest Traveler may elect the form of refund as follows:

(A) Original payment method (e.g., credit card or other form of cash) equal to seventy-five percent (75%) of the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night; or

(B) Travel Credits equal to one hundred percent (100%) of the Nightly Rate paid by such Guest Traveler for each cancelled night;

(iii) In the case of any Guest Traveler Cancellation of an Inspirato Opportunity made less than ninety (90) but at least sixty (60) days prior to the first day of the Inspirato Opportunity being fully or partially cancelled, the Guest Traveler may elect the form of refund as follows:

(A) Original payment method (e.g., credit card or other form of cash) equal to fifty percent (50%) of the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night; or

(B) Travel Credits equal to sixty-seven percent (67%) of the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night;

(iv) In the case of any Guest Traveler Cancellation of an Inspirato Opportunity made less than sixty (60) but at least thirty (30) days prior to the first day of the Inspirato Opportunity being fully or partially cancelled, the Guest Traveler may choose to receive Travel Credits equal to thirty-three percent (33%) of the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night;

(v) In the case of any Guest Traveler Cancellation of an Inspirato Opportunity made less than thirty (30) days prior to the first day of the Inspirato Opportunity being fully or partially cancelled, the Guest Traveler will **NOT** receive any Travel Credits or original payment method refund for the portion of the Nightly Rate paid by such Guest Traveler for each cancelled night; and

(vi) For purposes of clarification, as long as a Guest Traveler Cancellation is made prior to the first night of occupancy of any Opportunity, one hundred percent (100%) of the charges for Taxes and Fees will be refunded to your Guest Traveler Account in the original payment form of the Opportunity Fee (e.g., Travel Allowances or credit card or other form of cash). For Partial Cancellations, the amount refunded will be prorated for the nights cancelled, but will remain one hundred percent (100%) of the unused nights.

(d) Notwithstanding the foregoing, (1) refunds to credit cards may only occur within one hundred twenty (120) days of the original transaction date; (2) if the Opportunity Fee was paid via a combination of “cash” (e.g., credit card or other form of cash) and “non-cash” (e.g., Travel Allowances), the portion paid via “cash” will be refunded at the ninety-five percent (95%) amount and the portion paid via “non-cash” will be refunded at the one hundred percent (100%) amount; (3) if the entire Opportunity Fee was paid using any form of Travel Allowance, the refund will automatically be refunded using the same form of payment with which the Inspirato Opportunity was booked.

(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, but may not be applied to Events, Annual or Monthly Membership Fees, Folio Charges, or other similar amounts owed to Operator. Valid Travel Credits in a Guest Traveler’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); 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 Guest Traveler’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 Guest Traveler account. Travel Credits are valid, so long as your Guest Traveler Account remains in Good Standing, for one (1) year from the date of issuance. Notwithstanding the foregoing, Operator reserves the right (in its sole discretion) to extend the expiration date of any Travel Credits for a Guest Traveler in Good Standing. Cancellations of Opportunities that are booked using Travel Credits shall be treated the same as other Guest Traveler Cancellations and will be refunded as the Travel Credits used to book the Opportunity. 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 Credits 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.), but may not be applied to payment for Taxes and Fees. Further, Travel Perks may also not be applied to Events, Partner Experiences, Annual or Monthly Membership Fees, Folio Charges, or other similar amounts owed to Operator. Valid Travel Perks in a Guest Traveler 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 Guest Traveler Account. Travel Perks are valid for one (1) year from the date of issuance. Notwithstanding the foregoing, Operator reserves the right (in its sole discretion) to extend the expiration date of any Travel Perks for a Guest Traveler 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 Guest Traveler Cancellations and will be refunded as the Travel Perks used to book the Opportunity. 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 Guest Traveler Account ceases to be in Good Standing, whether caused by expiration, 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 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 the Guest Travel Rules), you will receive a full refund 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 of consequential costs (such as travel costs) related to such cancellation. Such refunds will be made via the method used to pay the for the cancelled Opportunity (i.e., credit card payments refunded via credit card, Travel Credit payments refunded as Travel Credits, etc.). All rights and privileges of Guest Travelers 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.

7. 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 debit or credit card on file with Operator will include a charge for Taxes and Fees. 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 similar 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 Guest Traveler Account and receipt of Opportunities, including, for example, payment of all departure taxes, sales taxes or similar charges. Taxes and Fees apply to certain Collection options only, including Inspirato Residences, and Hotel & Resort Residences, but do not apply to Hotel & Resort Rooms/Suites, Inspirato Experiences or Partner Experiences, each of which may have a separate and different charges for taxes and fees.

8. Folio Charges and Other Expenses. You are solely responsible for payment of all taxes, fees or similar charges imposed by any municipality, state, federal or other government authority in connection with your reservation and occupancy (other than Taxes and Fees) of our Collection options or receipt of Additional Opportunities, including, for example, payment of all arrival or departure 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. You are also solely responsible for payment of all transportation, food and beverage, including groceries, telephone, Collection-specific charges (e.g., Resort Fees), Opportunity-specific charges and any other items of a personal nature (collectively, “**Folio Charges**”). In addition, Operator may, from time to time, enter into agreements with certain luxury amenities, hotel, club and resort operators to provide Guest Travelers with access to certain additional amenities or properties (e.g., golf courses, beach clubs, or fitness facilities). In such a circumstance, a condition of access may require payment of usage fees, as may be indicated in your Confirmation Email. You will be solely responsible for any such usage fees. As a convenience to you, Operator may occasionally offer you the opportunity to charge a variety of services to your Guest Traveler Account. In such event, Operator is hereby authorized to charge any and all such charges to your credit/debit card or other payment system on file with Operator at the time of booking the service or upon your departure. In some instances, Operator may otherwise permit you to “settle” such charges prior to departure. Only Guest Travelers in Good Standing and who have a valid credit/debit card or other payment system on file with Operator are entitled to any such charging privileges.

9. House Rules and Additional Opportunity Rules. Because many of the Collection options in our portfolio have their own characteristics which may be distinguishable from other Collection options, we reserve the right to enact separate rules for each option (as to each, the “**House Rules**”). We also reserve the right to enact separate rules for each Additional Opportunity (“**Additional Opportunity Rules**”). House Rules and Additional Opportunity Rules may change from time to time without advanced notice at Operator’s sole discretion and may be based on contractual obligations, laws, and regulations governing each Collection option or Additional 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 a copy of applicable House Rules and Additional Opportunity Rules, respectively, at the time a reservation is made. By agreeing to be bound by the terms of the Guest Travel Rules, you agree to comply with, and acknowledge that the use and occupancy of each Collection option, or receipt of each Additional Opportunity, by each Guest Traveler and Guest is subject to, all applicable House Rules and Additional Opportunity Rules.

10. Maximum Occupancy. Occupancy of Collection options shall not exceed the maximum number of persons, regardless of age, specified by the Operator in your Confirmation Email 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, refuse or terminate occupancy of the reservation and any nights remaining in such Opportunity shall be cancelled without refund and the entire Opportunity Fee 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, Guest Traveler arrivals shall be no earlier than 4:00 p.m. local time (“**Check-In Time**”) and Guest Traveler departures shall be no later than 11:00 a.m. local time (“**Check-Out Time**”). We will use commercially reasonable efforts to accommodate early check-in and later check-out requests, though a fee may apply for any such requests. Each Guest Traveler agreeing to these Guest Travel Rules agrees to vacate the applicable Collection option at or prior to the applicable Check-Out Time or such later time as may be agreed to by Operator. In the event any Guest Traveler fails to vacate a Collection option at the expiration of his or her Inspirato Opportunity, he or she shall be deemed a “**Holdover**.” Operator reserves the right to take such steps as may be necessary to remove any such Holdover from a Collection option, and to assist any other Guest Traveler or Member who may be affected by the Holdover’s failure to vacate in finding comparable alternative accommodations (as determined at Operator’s sole discretion) during any such holdover period. The Holdover shall be responsible for the following “**Holdover Charges**”: (a) the cost of any alternate accommodations secured for the Guest Traveler or Member affected by the Holdover’s failure to vacate or, if such alternate accommodations cannot be secured or are not desired by the affected Guest Traveler or Member, the affected Guest Traveler or Member’s entire Opportunity Fee; (b) any other costs incurred by Operator or the affected Guest Traveler or Member(s) due to such Holdover’s failure to vacate; and (c) the Nightly Rate (plus all applicable Taxes and Fees) for each night of occupancy plus an administrative fee of fifty percent (50%) of the Nightly Rate for each night of occupancy, 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 Guest Traveler or Member as set forth above, the entire period shall be the responsibility of the Holdover. By agreeing to the Guest Travel Rules, each Guest Traveler agrees that Operator is authorized to charge any and all Holdover Charges to such Guest Traveler’s credit/debit card or other payment system on file with Operator, which charges may be made daily for any night of holdover occupancy. Failure to pay is grounds for suspension or termination of your Guest Traveler Account, 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 is absolutely prohibited inside any Collection lodging option (including, without limitation, all Inspirato Residences and Hotel & Resort Residences). Smoking is also not permitted outside of a Collection lodging option (for example, on a balcony); please see applicable House Rules for additional information. Guest Travelers shall be solely responsible for all cleaning and related fees that Operator may charge as a result of the violation of this policy, which includes a \$250.00 fee.

(b) Pets are likewise absolutely prohibited from being inside or staying at any Collection lodging option (including, without limitation, all Inspirato Residences and Hotel & Resort Residences), unless otherwise stated by Operator. In cases of a dog meeting the definition of a “service animal” under the Americans with Disabilities Act (ADA), and for which you have notified Operator in advance, Operator may permit the animal, subject to approval by the landlord or other agent of the specific Collection lodging option for which you are requesting the exception. Nothing in this Section 12 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 lodging options, even to the extent such animals meet the definition of a “service animal” under the

ADA. Further, Guest Travelers shall be solely responsible for all cleaning and related fees that Operator may charge as a result of (i) the violation of this policy or (ii) a service animal's presence in a Collection lodging option as 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; Guest Traveler Conduct. You are jointly, severally and fully responsible for your actions and the actions of your Guests, invitees and licensees during all use and enjoyment of an Opportunity or otherwise in connection with your Guest Traveler Account. No person may remove from any Collection option, any property or furniture belonging to Operator or the property owner. Guest Travelers are responsible for the full replacement cost any damaged or missing property. By agreeing to these Guest Travel Rules, each Guest Traveler and their Guests, 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 services providers and property owners during your Opportunity (or in connection with your receipt of any Additional Opportunity) to your credit/debit card or other payment system on file with Operator. In the alternative, Operator has the right to invoice Guest Travelers and/or their Guests for any such amounts, which invoice must be paid immediately, including any fees or costs of collection. Failure to pay is grounds for suspension or termination of your Guest Traveler Account, which termination shall not affect our right to receive the entire invoiced amount. In addition, in the event of any Guest Traveler 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 refuse or terminate occupancy of the Inspirato Opportunity or receipt of the Additional Opportunity (a "**Bad Conduct Cancellation**") and further reserves the right to suspend or terminate your Guest Traveler Account 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 Inspirato Opportunity, and/or the Additional Opportunity, shall be cancelled without refund and the entire Opportunity Fee or Additional Opportunity Fee shall be retained by Operator as liquidated damages, and not as a penalty. Guest Travelers subject to a Bad Conduct Termination will not be permitted to create a new Guest Traveler Account or otherwise receive Opportunities.

14. Personal Property. Guest Travelers and their Guests, as a condition of enjoyment of any Inspirato Opportunity or receipt of an Additional Opportunity, 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 lodging option.

15. Breach and Enforcement of Rules. Your Guest Traveler Account may be suspended or terminated by Operator immediately in the event you or any of your Guests breach any provision of these Guest Travel Rules or any other Inspirato Document, including breach of the Guest Traveler conduct provisions of these Guest Travel Rules. In the event that your Guest Traveler Account is suspended or terminated, all existing Guest Traveler reservations for Inspirato Opportunities and Additional Opportunities will be cancelled and all monies previously paid in connection therewith, including 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. In addition, any violation hereof on the part of a Guest Traveler or any of your Guests shall be treated as a violation of all other Inspirato Document for which the Guest Traveler Account may be suspended or terminated as provided therein. You agree that the liquidated damages described in this paragraph are reasonable estimates of our damages. Operator's employees, contractors and other personnel have full authority to enforce these Guest Travel Rules and any infractions will be reported to the Operator. Neither the termination nor suspension of your Guest Traveler Account for any reason relieves you of any outstanding obligations (monetary or otherwise) relating to your Guest Traveler Account.

16. Electronic Signature Consent and Communications.

(a) **Consent.** Operator requires that your Guest Traveler Account enrollment be electronically processed and that, except as otherwise herein provided, all of our written communications to you be conducted by electronic means. By agreeing to these Guest Travel Rules and submitting your enrollment you affirmatively consent and agree (initially and on an ongoing basis) that we may electronically provide to you these Guest Travel Rules, any other Inspirato Documents and all other disclosures, agreements, contracts, rules and regulations, account statements, reservation and other receipts, modifications, amendments and all other documents relating to your Guest Traveler Account (collectively, "**Electronic Records**"), including, for example, receipt of any amendment or updates to these Guest Travel Rules and any disclosures required by law. All Electronic Records may be delivered to your Provided Email Address (as defined below) or we may post such Electronic Records on our Website. If we post Electronic Records 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 notices shall have the same effect as if sent to you in paper form.

(b) **Scope and Withdrawal of Consent.** Your consent to receive communications and do business electronically, and our agreement to do so, applies to all Electronic Records, as well as all marketing communications and other offers, benefits and other similar communications in accordance with your Guest Traveler Account. Your agreement also permits the general use of electronic signatures in connection with your Guest Traveler Account, and by agreeing to these Guest Travel Rules you agree to be bound whenever you click on an "Agree", "Accept" or similar button on the Website, at which time a valid, binding and enforceable electronic contract will be formed. Inspirato is an Internet-based program, therefore, the withdrawal of your consent to electronically do business with us will result in the termination of your Guest Traveler Account. Withdrawal may be performed by submitting a tangible, non-electronic request to us at 1637 Wazee Street, Denver, Colorado 80202, Attn: Electronic Records, and subsequently confirming such request via telephone. Withdrawal will not affect the legal validity and enforceability of prior Electronic Records.

(c) **Paper Copy.** You have a right to receive a paper copy of your enrollment via the Enrollment Webpage and these Guest Travel Rules and any other Electronic Records if applicable law specifically requires us to provide such documentation. To request a paper copy you must submit a tangible, non-electronic request to us at 1637 Wazee Street, Denver, Colorado 80202, Attn: Electronic Records, with the details of your request. Paper copies will be provided to you at no charge within fourteen (14) days of receipt of the written request.

(d) **E-mail Communication.** You agree to maintain the e-mail address provided with your Guest Traveler Account enrollment or any substitute therefor (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 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 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.

(e) **Equipment and Software Requirements.** To receive Electronic Records and to access our Website, you need to have a computer with (i) access to the

Website, (ii) an active email account at the Provided Email Address, (iii) Microsoft Internet Explorer 7.0 or higher or Google Chrome or Mozilla FireFox or Safari, and (iv) Adobe Acrobat Reader 3.0 or higher. By electronically agreeing to these Guest Travel Rules and submitting your Guest Traveler Account enrollment, you represent that you have such equipment and software and that you are able to download, access, read, review, print and store the Electronic Records we provide to you. We will notify you in the event that we change hardware or software requirements which will materially affect your ability to access any Electronic Records.

17. 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 1637 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 Papalua Street, Lahaina, Hawaii 96761. Operator and its authorized agents, representatives, vendors, successors or assigns may perform Operator's obligations and exercise its rights hereunder.

18. Force Majeure. Operator will use commercially reasonable efforts to insure the availability of Inspirato Opportunities and Additional Opportunities when reserved by Guest Travelers. However, notwithstanding any other provision herein to the contrary, Operator shall have no liability or responsibility for and will make no refund of Opportunity Fees, Additional Opportunity Fees or other amounts paid by Guest Travelers 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, terrorist attacks, strikes, acts of nature such as earthquakes, hurricanes, tornados and typhoons, or any other such event that renders a Collection option or Additional Opportunity unavailable as determined by Operator in its sole discretion (each event being a "**Force Majeure**"). Operator recommends that Guest Travelers purchase cancellation insurance for the value of the Opportunity Fee, Additional Opportunity Fee and any other related costs.

19. Assumption of Risk; Limitation of Liability; Indemnification and Release.

(a) By agreeing to these Guest Travel Rules, 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 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 Guest Traveler Account.

(b) In no event will Best of 52, LLC, Inspirato LLC, 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: (a) 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); (b) 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 (c) 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; and any liability of such persons in connection with any claim or action arising out of or in connection with your Guest Traveler Account and/or the Opportunities shall be limited to reimbursement of amounts which you have paid to Operator hereunder.

(c) In consideration of your Guest Traveler Account and allowing you to use and enjoy any Inspirato Collections, you 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 Guest Traveler Account; (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 Guest Traveler 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 agree to take full responsibility for any injury or loss, including death, to you or any Guest 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 Guest Traveler Account, 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 Guest Travel Rules, you agree NOT TO SUE A RELEASED PARTY and 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 19. You acknowledge that you are also agreeing to this release on behalf of your minor child(ren) (to the extent the same are Users) 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 Guest Travel Rules. Further, you 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 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 Guest Traveler Account with respect to a claim which may have occurred through the date of the renewal or reservation, as applicable.

20. Choice of Law; Arbitration. The Enrollment Webpage, these Guest Travel 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. Any dispute, controversy or claim arising under, out of, in connection with or in relation to your Guest Traveler Account, any Inspirato vacation, Enrollment Webpage, these Guest Travel Rules, 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 Guest Travel Rules or any other Inspirato Document, the prevailing party will be entitled to costs and attorney's fees. In the event that any terms of the Enrollment Webpage, these Guest Travel 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 the Enrollment Webpage, these Guest Travel Rules or other Inspirato Document shall otherwise remain in full force and effect.

21. Amendments; Entire Agreement. Operator has the right to amend these Guest Travel Rules and any other Inspirato Documents at any time and such amendments will be effective when they are posted on our Website and we have delivered notification thereof to your Provided Email Address or Guest Traveler Webpage or upon your reservation or enjoyment of an Inspirato Opportunity or Additional Opportunity, whichever occurs first. These Guest Travel Rules will be effective beginning on creation of your Guest Traveler Account and will continue to be effective, as amended from time to time, until the your Guest Traveler Account is terminated or ended or an amendment to these Guest Travel Rules becomes effective, from which point the amended Guest Travel Rules shall control. The provisions of these Guest Travel Rules shall survive termination of your Guest Traveler Account and any reservation or enjoyment of an Inspirato Opportunity or Additional Opportunity. The Enrollment Webpage, these Guest Travel Rules and the other Inspirato Documents constitute the entire agreement between us and you pertaining to the subject matter hereof.

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