

### **Terms and Conditions**

These Gift Card Terms and Conditions ("Gift Card Terms") govern your use of Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Gift Cards ("Gift Cards") on the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platform (all Sustaita Multi Services LLC DBA Wanderlust Amigas Travel sites included). Your use of Gift Cards and the services available via the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platform shall be subject to Sustaita Multi Services LLC DBA Wanderlust Amigas Travel's Terms of Service ("Terms").; if you see an undefined term in these Gift Card Terms, it has the same definition as in the Terms.

# Gift cards, Balance and Redemption

You must have a Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account or travel package in order to access and redeem a Gift Card; Funds from Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Gift Cards are automatically added to the recipient's account when the Gift Card is purchased. To view your Gift Card balance, email <a href="mailto:manager@wanderlustamigas.com">manager@wanderlustamigas.com</a> with receipt number and name on account.

Gift Cards may only be redeemed toward the purchase of eligible goods and services offered on the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platforms. Any payments made with a Gift Card will be deducted from your Gift Card balance, any unused Gift Card balances will remain on your Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account until used or until the balance expires. If a purchase exceeds your existing Gift Card balance, the remaining amount due must be paid with another Payment Method.

No fees of any kind apply to Gift Cards, and Gift Cards and Gift Card balances will expire in 1 year after purchase. Expired Gift Cards and Gift Card balances can be renewed with

a fee. Gift Card balances, however, may be subject to reporting and escheating (sending) to the appropriate governing body as required by applicable unclaimed property laws. These Gift Card Terms remain applicable until your entire Gift Card balance has been spent or escheated.

## **Limitations**

Gift Cards may not be applied towards charges for changes to existing reservations or be used to purchase other Gift Cards. Gift Cards cannot be reloaded, resold, transferred for value or redeemed for cash, except to the extent required by law.

Once a Gift Card is claimed to a Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account, its value cannot be transferred to another person or Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account; a Gift Card balance on a Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account may not be cashed out or transferred to another Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account.

### **Risk of Loss**

You should treat Gift Cards like cash. Once we electronically transmit a digital Gift Card to the purchaser or designated recipient, the risk of loss and title for Gift Cards pass to the purchaser or designated recipient. We are not responsible if any Gift Card is lost, stolen, destroyed or used without your permission.

#### **Fraud**

Sustaita Multi Services LLC DBA Wanderlust Amigas Travel reserves the right to any remedy, including refusal to issue or honor a Gift Card, in the event of suspected fraud. We will have the right to close a Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account and charge alternative Payment Methods if a fraudulently obtained Gift Card is redeemed and/or used to make purchases on the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platforms.

# **Limitation of Liability**

We make no warranties, express or implied, with respect to Gift Cards, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event a Gift Card is non-functional, your sole remedy, and our sole liability, will be the replacement of such Gift Card. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

## **Termination**; Waiver

Your rights under a Gift Card will terminate if you materially fail to comply with these Gift Card Terms or if your Sustaita Multi Services LLC DBA Wanderlust Amigas Travel account is terminated or is suspended. Upon termination, you must cease all use of the Gift Card, and we may revoke your access to any Gift Card balance. Our failure to insist upon or enforce your strict compliance with these Gift Card Terms will not constitute a waiver of any of our rights.

## **Disputes**

Any dispute or claim relating in any way to Gift Cards will be resolved in accordance with the Governing Law and Dispute Resolution.

#### **General Terms**

We reserve the right to modify these Gift Card Terms at any time. When we make material changes to these Gift Card Terms, we will post the revised Gift Card Terms on the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platforms and update the "Last Updated" date at the top of these Gift Card Terms. Your continued access to or use of the Sustaita Multi Services LLC DBA Wanderlust Amigas Travel Platforms will constitute acceptance of the revised Gift Card Terms. All terms and conditions are applicable to the extent permitted by law.