

INSPIRATO® TERMS AND CONDITIONS

PLEASE SCROLL DOWN AND READ THE APPLICABLE MEMBERSHIP TERMS AND CONDITIONS BELOW.

These Inspirato® Terms and Conditions (“**Terms and Conditions**”) govern your use and enjoyment of Inspirato® (“**Inspirato**”), any *Inspirato* website (the “**Website**”), the Inspirato portfolio of vacation options, experiences, Inspirato® Pass, as well as other opportunities, services, benefits, and privileges that we may make available to you from time to time in connection with your Inspirato Membership (collectively, “**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,” “Pass Member” and “Co-Pass Member” and “Guest(s)” refer to you and all Inspirato Members and other persons we permit to receive any Opportunities.

Membership in Inspirato is offered to you conditioned upon your agreement to accept these Terms and Conditions. If you agree to be bound by these Terms and Conditions, you should click on the “*I agree to the Inspirato Terms and Conditions*” selection on the enrollment and purchase pages of our Website (the “**Enrollment Webpage**”). In addition, payment of any fee, including initiation or enrollment fees, monthly membership fee, or Inspirato Pass or Club subscription fee, or use of your Membership shall also be considered acknowledgment of these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions, you should not click the described selection, and you should notify Inspirato. Failure to agree to these Terms and Conditions means you will not be able to proceed with the Inspirato enrollment process or become a Member or Pass Member. The terms and conditions set forth on the Enrollment Webpage, inclusive of any state-specific disclosures, and the <<<**Reservation and Use Rules**>>> or the <<<**Inspirato Pass Travel Rules**>>> applicable to your Membership Program (“**Reservation Rules**”) are incorporated herein by this reference and are part of these Terms and Conditions. Please read these Terms and Conditions and the Reservation Rules carefully and print or save copies for your files.

INSPIRATO® MEMBERSHIP TERMS AND CONDITIONS

The following INSPIRATO® Membership Terms and Conditions are applicable to you if you are an Inspirato Member with access to book within the Inspirato portfolio of Opportunities. Except regarding payment terms and obligations, Club Members shall be considered “Members” and a Club Membership a “Membership.” For Inspirato® Pass Members only, applicable Terms and Conditions follow hereafter.

1. Payment.

A. Payment for Your Inspirato Membership. Your Inspirato Membership is comprised of two separate and distinct payments; the “**Initiation Fee**,” if applicable, and either the “**Annual Membership Fee**” or the “**Monthly Membership Fee**” applicable to your Membership Program. For and in consideration of your payment of the Initiation Fee, if applicable, and either the first year Annual Membership Fee, or the first month Monthly Membership Fee (as applicable) at the time of Membership purchase, Membership conversion, or Membership renewal, and in the amount set forth on the Enrollment Webpage during the electronic submission and either purchase or 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 any of our “**Collection**” of vacation/lodging options described in and subject to these Terms and Conditions, the Reservation Rules, content on your Member Webpage, and such other documents, terms and conditions, rules, plans and/or policies governing your Membership (collectively, the “**Inspirato Documents**”). The availability of our Collections, Inspirato Opportunities and Additional Opportunities to you is based on your Membership Program, as further described herein and in the other Inspirato Documents. These rights and the bundle of Opportunities are referred to herein as your Inspirato “**Membership**” and may or may not be evidenced by Operator issuing to you a “**Certificate of Membership**.” Your Membership does not constitute an interest, equity or otherwise, in any organization and is solely representative of the Opportunities provided. The initial duration of your Membership is based on the Membership Program you select 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 as may be described to you in a separate Inspirato Document beginning on the date you activate your Membership and agree to these Terms and Conditions (hereafter, your “**Membership Term**”). Your Membership Term is renewable for up to either (w) twenty-nine (29) subsequent Annual Terms by payment of the then-current Annual Membership Fee applicable to your Membership Program, (x) three

hundred forty-eight (348) subsequent Monthly Terms by payment of the then-current Monthly Membership Fee applicable to your Membership Program or (y) upon conversion prior to expiration of any applicable trial term (the “**Trial Term**”), twenty-nine (29) subsequent Annual Terms by payment of the then current Initiation Fee and the Annual Membership Fee applicable to your Membership Program, or three hundred forty-eight (348) subsequent Monthly Terms by payment of the then current Initiation Fee and the Monthly Membership Fee applicable to your Membership Program; provided that, if you do not convert prior to the expiration of the Trial Term, your Membership will automatically expire. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. During the first nine (9) Annual Terms or one hundred eight (108) Monthly Terms (as applicable), the maximum annual or monthly (as applicable) increase of Annual Membership Fees or Monthly Membership Fees, respectively, will not exceed CPI plus four and one-half percent (4.5%). At Annual Term ten (10) or Monthly Term one hundred twenty (120), as applicable, and again at Annual Term twenty (20) or Monthly Term two hundred forty (240), as applicable, Operator may change the annual maximum Annual Membership Fee or monthly maximum Monthly Membership Fee increase percentage in its sole discretion. “**CPI**” means the percentage change in the Consumer Price Index for Urban Consumers (U.S. City Average, All Items (1982-84=100)) for the twelve (12) month period ending October 31st of the immediately preceding calendar year. Your Initiation Fee and either your Annual Membership Fees or Monthly Membership Fees are consideration for Membership and renewal 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.

B. Payment for Your Club Membership. Your Club Membership subscription cannot be “paid over time.” Except where you prepay, each Club Membership requires payment of an enrollment fee (“**Enrollment Fee**”) and the first month of your subscription. Thereafter, except where you prepay for the subscription, Club Membership requires a Monthly Membership Fee for the duration of the term. All payments are non-refundable, but you may cancel your Club Membership at any time upon 30 days’ written notice without penalty. If you cancel your Club Membership, you will be required to pay an Enrollment Fee and the first month of your Monthly Membership Fee to rejoin. All payments that you owe us must be made by a valid credit card or other payment method on file. For and in consideration of your Club Membership payment applicable at the time of your 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 Club Membership subscription, 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,” or “Club Membership.” Your Membership does not constitute an interest, equity or otherwise, in any organization and is solely representative of the opportunities provided. Your Membership does not have a mandatory term, but all payments are nonrefundable. You may terminate your Membership at any time by giving Operator 30 days written notice. Operator reserves the right to report delinquent payments or accounts to credit bureaus, 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 30 days of advance notice.

C. 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 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 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 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. 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”). Those payments include your Initiation Fee, Annual Membership Fee, Monthly Membership Fee, Enrollment Fee, Subscription Fee, Opportunity Fees (e.g., Nightly Rate and Taxes and Fees), Additional Opportunity Fees, and certain other fees. Discounts may be available for certain trip purchases made by ACH electronic transfer. Please contact your Member care team to learn more about discounts on payments made by ACH.

3. Automatic Payment Program. By agreeing to these Terms and Conditions, you agree to pay the Annual Membership Fee or Monthly Membership Fee, Enrollment Fee, or Subscription Fee, as applicable, at the rate in effect when due (or in the alternative, at the rate in effect upon automatic renewal). By agreeing to the Authorization for Automatic Payments (the “**Automatic Payment Authorization**”), you also thereby consent to the automatic payment program for such Annual

Membership Fee, Monthly Membership Fee, Subscription Fee, or Pay Over Time monthly trip payments, as applicable, and pre-authorize Operator to initiate Annual Membership Fee, Monthly Membership Fee, Subscription Fee, or Pay Over Time monthly trip charges, as applicable, to the credit card or other payment method used to pay your Initiation Fee or Enrollment Fee, or such other valid credit card or other payment method, including ACH payments, so designated as “primary” on the Enrollment Webpage or other payment method entry screens. 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 that you wish to cancel your 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. No less than thirty (30) days and no more than sixty (60) days prior to expiration of any Membership Term, you will receive an email alerting you to the pending expiration of (and option to continue) your Membership and the exact amount of the then-applicable Annual or other Membership Fee. If your Membership Program requires a Monthly Membership Fee or Subscription 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 or contemporaneously with expiration of the current Membership Term, and you may opt out of your Membership prior to such renewal. Except for certain limited rescission or similar rights provided by applicable state or local law, Initiation Fees, Enrollment Fees, initial and subsequent Annual Membership Fees, and Subscription Fees, as well as initial and subsequent Monthly Membership or Subscription Fees or Pay Over Time monthly trip payments are nonrefundable; failure to receive Inspirato Opportunities or Additional Opportunities or otherwise use the Membership does not entitle a Member to a refund of his or her Initiation Fees, Enrollment Fees, Annual Membership Fees, Subscription Fees, or Monthly Membership Fees, as applicable, or relieve such Member of his or her obligation to continue paying Annual Membership Fees, Monthly Membership Fees, or Subscription Fees, Pay Over Time monthly trip payments, and other amounts payable to Operator in order to maintain his or her Membership in Good Standing, as defined below. Subject to applicable law, in the event of any refund of Initiation Fees, Enrollment Fee, and/or Annual Membership Fees, Subscription Fee, or Monthly Membership Fees for any reason within ten (10) days of payment, 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, 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 Inspirato Opportunities or Additional Opportunities will be cancelled if the Annual Membership Fees, Subscription Fee, or the Monthly Membership Fees, as applicable, are not paid in full prior to the arrival date of the reservation. All fees and other amounts paid for such cancelled Inspirato Opportunities are nonrefundable and otherwise subject to our Standard Inspirato Cancellation Policy set forth herein and in the Reservation Rules.

4. Pay Over Time Payment for Trip Purchases. Operator offers its Members the option to purchase Inspirato Opportunities and Additional Opportunities on a pay-over-time basis (“**Pay Over Time**”), in which case: (i) the trip must be booked more than 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 30 days in advance of arrival. If you elect to purchase an Inspirato Opportunity or Additional Opportunity using Pay Over Time, you agree to: (a) pay the installments when due; (b) the automatic payment program (as described in Section 3) for such installment payments; and (c) authorize Operator to initiate charges to your ACH account designated on the Registration and Checkout Webpage and on file with Operator to pay your initial payment and all remaining payments due and owing under the Pay Over Time payment schedule communicated to you. For clarity, Member may pay the initial Pay Over Time payment with the ACH account or credit card on file with Operator or with existing Travel Credits or Perks existing in Member’s account. All other Pay Over Time payment installments must be made with your ACH account on file with Operator. Any amounts repaid in accordance with Operator’s trip cancellation policy will be refunded to you in the form of Travel Credits. New Members who are offered the opportunity to book complimentary Inspirato vacations (“**Premium Trips**”) and then resign their Membership prior to paying both the Initiation Fee and first-year Annual Membership Fee in full will be required to pay Operator the full, advertised Premium Trip price within ten (10) days of 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 at Operator’s telephone number (303) 586-7771 or in writing to ATTN: Inspirato Member Accounting, 1544 Wazee Street, Denver, Colorado 80202 at least three (3) business days before any scheduled date of payment. Verbal notice of your withdrawal of consent and authorization must also be followed by written notice to the above address within fourteen (14) days. 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. 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 reservations or travel with the club, including reservations already booked. 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, whether caused by breach of the Pay Over Time terms in this Section 4, the Inspirato Terms and Conditions, or otherwise, relieves you of your obligation to pay the full amount communicated to you upon booking and any other outstanding obligations related to your Membership. Further, in the event that 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, Additional Opportunities 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 Pay Over Time terms.

5. Inspirato Opportunities and Additional Opportunities; Membership Programs. Your Membership entitles you to reserve the use and occupancy of any of the residences, hotel and resort stays, experiences, events, services, Membership benefits (for example, Jaunt® travel), partner programs and any other Opportunities that Operator makes available to Members from time to time (collectively, the "**Collection**") in accordance with and subject to the Reservation Rules and other Inspirato Documents applicable to your Membership Program. The Inspirato Collection currently consists 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, Membership benefits, partner programs and Additional Opportunities from its 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 its Collection. Each Membership is assigned to a "**Membership Program.**" Your Membership Program is the type of Membership (e.g., currently Executive, Family, Key or Club) you purchased at the time you joined Inspirato. Operator may in its sole and absolute discretion add, modify or change Membership Programs and the policies applicable thereto; provided, however, any elimination of an entire Membership Program may not result in a "downgrade" (as determined in Operator's reasonable judgment) from the Membership Program you are currently assigned at the time of such elimination (for example, if the Family Membership Program is eliminated, you may not be given a Key Membership as a replacement). To the extent permitted by Operator in its sole discretion, Members may upgrade or downgrade Membership Programs; 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 (i.e., throughout your Membership Term). 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; for example the "Holiday Wishlist" Additional Opportunity), 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 flat percentage charge for taxes and fees that Operator imposes on each reservation ("**Taxes and Fees**"), and as further described in Section 6 below. Availability, minimum stay requirements and Nightly Rates for each vacation option within the Collections are searchable from your personalized Member webpage(s) on the Website (collectively, your "**Member Webpage**"). Nightly Rates vary based on property, Resort Destinations (as defined in the Reservation Rules), 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 Member Webpage, or via telephone at (303) 586-7771. 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. Subject to your Membership Program, availability, and the Reservation Rules, there is no limit to the number of Inspirato Opportunities or Additional Opportunities you may enjoy during your Membership Term, provided that you and your Membership must be in Good Standing in order to reserve any Opportunity, to use or occupy any Inspirato Collection for which you have an existing reservation for an Inspirato Opportunity, or to receive any Additional Opportunity. A Member in "**Good Standing**" is a Member: (a) who is current in the payment of all amounts due to Operator, (b) who is in compliance with all applicable Inspirato Documents, (c) whose Membership is not suspended or

terminated, (d) whose Membership Term has not expired without renewal, (e) whose Membership is subject to a Trial Term arising from an agreement with a third-party and such Member has not fallen out of Good Standing with such third-party, (f) who has not asserted or overtly threatened any claim or action against Operator or any Indemnified Party (as defined below), or (g) whose Membership has not otherwise fallen out of Good Standing.

6. Enjoyment of Inspirato Opportunities and Additional Opportunities. Your receipt of each and every Opportunity is subject to your 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, 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, 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.

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 credit card or other payment method on file with Operator may 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 Membership 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, Hotel & Resort Residences, and Hotel & Resort Rooms/Suites, but do not apply to Inspirato Experiences or Partner Experiences, each of which may have a separate and different charges for taxes and fees.

8. Travel Allowances. Operator may from time to time issue credits to a Member’s account for future travel in the 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, 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 (as further described in Section 9 below and in your Reservation Rules) and may generally be used for payment of the Nightly Rate and Taxes and Fees in all Collection travel, but may not be used to settle Folio Charges billed during an Opportunity or payment of either your Annual Membership Fee or Monthly Membership Fee, as applicable. Travel Credits 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 also be used in all 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). Further, Travel Perks may also not be used to settle Folio Charges billed during an Opportunity or payment of either your Annual Membership Fee, Monthly Membership Fee, or Subscription Fee, as applicable. 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.

9. 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 in your 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 will 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 as described in Section 8 above 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 of 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 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 for any Operator-canceled Opportunity; 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. Operator-canceled Opportunity Fee or Additional Opportunity Fee payments will be made back in the form of non-cash 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. 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

The following INSPIRATO® Pass Terms and Conditions are applicable to you if you hold an Inspirato® Pass.

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 “**Yearly Membership Fee**” or a non-refundable enrollment fee (“**Enrollment Fee**”), plus a “**Monthly Membership Fee**” applicable to your Inspirato Pass program. Except where you prepay for the Pass, Pass membership requires payment of a Monthly Membership Fee for the duration of the term. You may purchase multiple Passes. All payments that you will owe us must be made by a valid credit card or other payment method on file. For and in consideration of your Yearly 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 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 and is solely representative of the opportunities provided. Operator reserves the right to report delinquent payments or accounts to credit bureaus, 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 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 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 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 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. Term. Your Pass membership is month-to-month. All payments are non-refundable, but you may cancel your Pass at any time without penalty. If you cancel your Pass, you will be required to pay an Enrollment Fee and the first month of your subscription to rejoin.

3. Eligibility of Pass Travelers. All Pass Members, Co-Pass Members, or Guests traveling without you under your Membership must be individuals at least twenty-one (21) 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 Pass Member or Co-Pass Member. Your Pass permits you to reserve the use and occupancy of certain residences, hotel and resort stays, experiences, events, services, partner programs and any other opportunities that Operator may make available to you from time to time (collectively, a “**Pass Collection**”) in accordance with and subject to these Terms and Conditions, the Inspirato Pass Travel Rules, and other Inspirato Documents. A 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, experiences, events, services, and benefits 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 any travel opportunity (“**Opportunity**”) when desired or the continued availability of any specific component of any Collection. All Inspirato Pass reservations must be made from the Pass Website.

Your rights as Pass Member are personal to you and your Co-Pass Member 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. 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 an 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 Opportunity may be cancelled without refund of any Monthly Membership Fee or Yearly Membership Fee, as applicable. Pass reservations may be shared with your adult children and parents, or on an unlimited basis for an additional monthly fee, dependent on the level of sharing permissions you purchase. Pass sharing expires upon termination of your Inspirato Pass. As an Inspirato Pass member with sharing privileges, as further described in your Inspirato Documents, you may only share your Inspirato Pass reservations with Guests who agree to abide by these Terms and Conditions and/or Guest Travel Rules.

4. Availability of Inspirato Pass Travel. Subject to the usage conditions set forth in any applicable Inspirato Documents, Pass Members are permitted to reserve and enjoy Inspirato Pass travel made available to Pass Members through the Pass Website. Inspirato Pass trips occur over pre-selected dates and range from two (2) to sixty (60) nights (you have the flexibility to book fewer nights within any available trip if you prefer). For each Pass you purchase, you may hold one (1) reservation at a time. You may book Inspirato Pass reservations up to one year in advance. For each active reservation you are entitled to hold, you may make your next Inspirato Pass reservation the day you check-out from your prior reservation, with an arrival date at least seven (7) days later. Operator has the right in its sole discretion to determine and change which Pass Collection options to include for availability on the Inspirato Pass trip list. Certain Collection options may be excluded from such availability, and an Inspirato Pass 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 Inspirato Pass account must be in Good Standing in order for you to reserve, use, or occupy a Pass Collection option or receive any travel opportunity, whether or not you have an existing reservation. In certain instances, access to a travel opportunity may require you to agree to additional rules that govern the same (“**Additional Rules**”). Additional Rules will be disclosed prior to booking, as applicable. As used herein, an Inspirato Pass account is in “**Good Standing**” if: (a) the Pass Member is current in the payment of all amounts due to Operator; (b) the Pass Member has a current payment method on file in their Inspirato Account; (c) the Pass Member is in compliance with all applicable Inspirato Documents; (d) the Inspirato Pass Account has not been suspended or terminated by Operator; and (e) the Pass Member has not asserted or threatened any claim or action against Operator or any party indemnified by Inspirato.

5. Reserving Inspirato Pass Travel. Pass Members may search, browse, and book Inspirato Pass options from the Pass Website or by calling (303) 586-7771. Restrictions will be subject to change from time to time in Operator’s sole discretion. Opportunities on the Pass Website may be reserved on a first-come, first-served space available basis, subject to the Inspirato Pass Travel Rules and other Inspirato Documents applicable to Pass travel. Availability and minimum stay requirements for each vacation option within a Pass Collection are searchable from the Pass Website. Use and enjoyment of Opportunities by Pass Members may be for a minimum of two (2) nights and a maximum of sixty (60) consecutive nights, subject to availability and any other rules concerning numbers of days and acceptance by Operator. 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 Yearly 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 Yearly 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 are refundable. Pass Members must be current on all required payments prior to travel. Upon reserving another Inspirato Pass reservation, you may be required to accept the then-current version of these Terms and Conditions. You must be in Good Standing with Operator 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 otherwise deny access to a Collection option in the event that you fall out of Good Standing at any time prior.

6. Reservation Modification and Cancellation Policy.

A. Cancellation by Pass Member or Guest. There is no penalty for cancelling Inspirato Pass reservations more than 72 hours prior to 4:00 pm local time on your arrival date. For Inspirato Pass reservations cancelled inside of 72 hours, or for no-shows, you will be charged a \$250 fee for each reserved day.

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 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 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 comparable Opportunity; provided that in no event shall Operator be responsible for any additional 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.

7. Folio Charges and Other Expenses. You are also 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 Pass (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 Pass Members 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 or access fees, as may be indicated in your Confirmation Email. You may be 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 Inspirato Pass 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 Pass Members 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.

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all Inspirato Members and Pass Members. "Member" or "Membership," as used in these General Terms and Conditions, shall include any and all Members and Pass Members, regardless of Membership level, access, or Pass purchased.

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 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.

2. Inspirato and Your Membership. Inspirato is a composition of access rights, not a legal entity. 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 not acquiring any vacation ownership interest or real estate 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 the Membership does not provide you with ownership in, or the recurring right to use for a period of time more than one year, any specific Collection option or other accommodation or facility, and

Inspirato is not an arrangement, plan, scheme, or similar device providing ownership rights in or the right to use any accommodations for a period of time less than a full year during any given year, on a recurring basis for more than one year. Membership does not entitle you to use or occupancy of any specific geographic location. The Collections are not subject to any common instrument. Collection options may be removed from availability or your Membership Program at any time. Collection options are not divided into, and Members' 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 or Pass policies), on a first-come, first-served basis, unless otherwise specified by Operator during certain peak dates (e.g., "Holiday Wishlist"), 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, and the primary purpose of these Terms and Conditions is not the right to purchase or receive goods or services in the future. Your Membership does not entitle you to the receipt of any good, service, product or merchandise at a discount, and the Opportunities are not obtained or provided from cooperative purchases. Your Membership is purchased for recreational, personal use and is not to be purchased as an investment.

3. Fees Payable by Members. All Members are required to maintain a valid credit card or other payment method on file with Operator. Except as otherwise provided in the Inspirato Documents or in writing by 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, which charges you hereby expressly authorize. Should any such bill remain delinquent for more than a period of thirty (30) days, your Membership will 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 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. By agreeing to these Terms and Conditions, each Member agrees that Operator is authorized to charge any outstanding amounts to such Member's credit card or other payment method on file with Operator.

4. 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 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 General Terms and Conditions and any other applicable Inspirato Documents, you agree to comply with, and acknowledge that the use and occupancy of each Collection option, or receipt of each Additional Opportunity, by each Member and Guest is subject to, all applicable House Rules and Additional Opportunity Rules. Inspirato Opportunities and Additional Opportunities are for your personal use only and may not be rented, sold or otherwise transferred to any third party.

5. 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 all travel fees shall be retained by Operator as liquidated damages, and not as a penalty.

6. Check-In and Check-Out Times; Holdover Occupancy. Unless otherwise specified, Member arrivals shall be no earlier than 3:00 p.m. local time ("**Check-In Time**") and Member 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, if available, though a fee may apply for any such requests. Each Member agreeing to these General Terms and Conditions 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 Member or Guest 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 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 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(s) or Guest(s) due to such Holdover's failure to vacate; and, if applicable, (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 Member or Guest as set forth above, the entire period shall be the responsibility of the Holdover. By agreeing to the Terms and Conditions, the 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 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.

7. 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. Members 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 7 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, Members 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.

8. Property Damage; Traveler or 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 Membership. No person may remove from any Collection option, any property or furniture belonging to Operator or the property owner. Members are responsible for the full replacement cost any damaged or missing property. By agreeing to these General Terms and Conditions, each Member 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 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 invoice must be paid immediately, including any fees or costs of collection. Failure to pay is grounds for suspension or termination of your Membership account, which termination shall not affect our right to receive 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 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 Membership travel reservation, shall be cancelled without refund and all travel 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.

9. 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 lodging option.

10. Breach of Terms and Conditions; Termination of Membership. Your Membership may be suspended or terminated by Operator 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. 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. You agree that this is a reasonable estimate of our damages.

11. Divorce or Termination of Life Partnership. Your spouse or life partner may be added to your Membership or Pass as a “Co-Member” or “Co-Pass Member”, as applicable (together, “Co-Member”). Your Membership is personal to you and your Co-Member and may not be transferred to any third person. Use of Opportunities by Guests is governed by your 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 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 is not in any way dependent upon continuation of the Membership by the Co-Member, and continuation of the Membership by the Co-Member is not in any way dependent upon continuation of the Membership by the Member. 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.

12. 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 12 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 12 are and shall remain subject to the payment of all applicable Membership fees related thereto and other amounts payable in connection therewith.

13. Representations and Warranties. As a condition of the effectiveness of your Membership, you represent and warrant that (a) you are at least twenty-one (21) years of age and possess the legal authority to create a 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 or with an expectation that it may be resold 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.

14. Electronic Signature Consent and Communications.

A. General. Operator may, in its sole discretion except as provided in this Section 14, provide all agreements, disclosures and other communications (collectively, “**Communications**”) to you by electronic means. These Communications may include a copy of these Terms and Conditions, the Reservation and Use Rules, other Inspirato Documents, confirmations of Opportunity (Inspirato Opportunity or Additional Opportunity) 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 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 consented to electronic delivery of disclosures. In addition, even if you have consented to electronic delivery of disclosures, we may still provide any Communication to you in writing as we may choose in our discretion.

B. Delivery of Electronic Communications. When we do provide Communications to you electronically, those 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 request to us at 1544 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. Your Email Address. You agree to maintain the e-mail address provided with your Membership 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.

15. 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. 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. 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.

16. Privacy and Your Account. You agree that your registration and enrollment data and other information about you are subject to our <<< **Privacy Policy**>>>.

17. 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 when posted on our Website, we have delivered notification thereof to your Provided Email Address or Member Webpage, upon the renewal of your Membership, or upon your reservation or enjoyment of any Opportunity, whichever occurs first, unless You notify Operator in writing of your refusal to accept such amendments, 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 expires, or an amendment to these Terms and Conditions becomes effective, from which point the amended Terms and Conditions shall control. The 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.

18. Property Damage; Member Conduct. As detailed in the Reservation Rules, you and your Co-Member are fully responsible for your actions and the actions of your family members (including minor children), invitees, licensees and other Guests (collectively, the "Users") during any Opportunity or otherwise in connection with your Membership. As further provided in the Reservation Rules, you and your Co-Member must reimburse Operator for any and all loss and damages sustained to an Inspirato Collection option during your Inspirato Opportunity or any property of Operator or its third-party service providers and property owners for any other Opportunity. You agree that Operator may charge your debit or credit card on file with Operator for any and all property damage sustained as a result of your or other Users acts or omissions.

19. 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 accept any and all risk of injury or death sustained by you or any User while in occupancy or using any Inspirato Opportunity or receiving any Additional Opportunity or otherwise directly or indirectly related to your Membership.

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: (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; and 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 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 user; (iii) your or any user's breach of the Inspirato Documents; (iv) any fraud committed by you or any user; (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 user; (vi) any violation of laws or rights of a third party by you or any user; (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 agree to take full responsibility for any injury or loss, including death, to you or any users which you or any user 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 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 Terms and Conditions. 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 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.

20. Force Majeure. Operator will use commercially reasonable efforts to ensure the availability of Inspirato Opportunities and Additional Opportunities when reserved by Members or Pass 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 Pass Members or 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, 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 Pass travel reservation unavailable, hindered, or delayed as determined by Operator in its sole discretion (each event being a "**Force Majeure**"). Operator recommends that Pass Members and Members purchase cancellation insurance for the value of all trip fees and any other related costs.

21. Choice of Law; Arbitration. 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. 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. 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 the Enrollment Webpage, these Terms and Conditions, the Reservation Rules or other Inspirato Document shall otherwise remain in full force and effect.