

Terms of Service & Privacy Policy, The 1491 Club, LLC

1. Fare Availability

- a. The 1491 Club (as referenced herein and in any Privacy Policy) shall not be liable for any discrepancies between real-time data provided on www.the1491club.com and pricing or fare data obtained when attempting to confirm booking of a common carrier airfare directly through the airline. Airfare and ticket availability are dynamic, and information provided on this website, though reliable, may change between viewing available airfare and confirming a reservation with your airline. The 1491 Club is designed to function as a data aggregation tool to sort and filter publicly available fare buckets.
- b. Airfare shown on www.the1491club.com or other subdomains may require that each passenger be enrolled in a special discount club or subscription based unlimited travel programs through common carriers/airlines. The airfare cost shown on this website reflects the lowest available airfare for given search dates for customers with memberships to said programs.
- c. **We do not issue, sell, or confirm any airline tickets or common carrier fare.**

2. Personal Use Policy

- a. A subscription to The 1491 Club is intended for use by one individual. Standard subscription plans require that you enroll and confirm via a registered email address and data pertaining to location and number of searches per account may be collected to enforce this policy.
- b. The unlimited search feature is for personal use. The 1491 Club reserves the right to limit account holders who show trends of abuse or password sharing. These members may have their account restricted, deleted, or search numbers limited without any refund offered.
- c. Any intellectual property, including but not limited to: blog posts, instructional videos, how-to guides, or other miscellaneous material is meant for private, paid usage by subscribers to this website on this website. Members who show trends of sharing these materials may be subject to account suspension or account deletion without refund.

3. Fees and Payments

- a. Subscribers will be charged a monthly subscription fee of \$14.91 per calendar month.
- b. The 1491 Club reserves the right to offer promotional subscription prices without notice. These special offers may only be available to new subscribers.
- c. Members who attempt to circumvent any promotional terms may be subject to account closure or suspension without notice.
- d. A 30 day notice will be sent to any active subscriber at the time any price increase is established.

- e. Price increases will not affect any prepaid annual or seasonal plans until the end of the current enrollment period.
 - f. Members who's payment method expires or does not process may not regain access to The 1491 Club and the services herein until the payment method is reestablished and subscription has been paid in full.
 - g. No Refunds. **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** Following any cancellation, however, you will continue to have access to the service through the end of your current billing period unless otherwise notified.
 - h. All users are subject to the terms and conditions of our payment processor, Stripe which may be found at <https://stripe.com/legal/ssa>
4. Cancellation Process
- a. If a member wishes to cancel or otherwise modify their subscription, they may do so by logging in to their website account and selecting the 'manage subscription' tab. Here, there are self-service tools that will allow members to pause or modify subscription preferences, including cancellation. Modifications to subscription payments via self-service tools are effective immediately. Using self-service tools to modify your subscription will allow you to retain access for the paid-for period and will ensure members are not charged for further subscription periods.
 - b. Requesting cancellation by other means including The 1491 Club's social media channels and customer support email address (help@the1491club.com) must be received 5 business days prior to the subscription end date to not be charged for another billing period. Cancellation requests received within 5 days of subscription renewal may be charged an additional billing period.
 - c. Cancellation by other means including The 1491 Club's social media channels and customer support email address (help@the1491club.com) may result in immediate termination of subscription access without refund. To retain access for the paid for period you must cancel or modify your subscription using self-service tools located on www.the1491club.com
 - d. If a member is charged for a period after a cancellation request due to technical error at the fault of The 1491 Club or its affiliate payment processor (Stripe), the subscription payment will be refunded. All other payments to The 1491 Club are nonrefundable. (3.G. TOS)
 - e. Refunds will not be honored to subscribers who have successfully utilized the search tool after payment.
5. Hotel Data and Pricing Information
- a. Hotel pricing and availability displayed on The 1491 Club website is provided by Agoda and clicking links to their website requires you follow their Terms of Use, which can be found at <https://www.agoda.com/info/termsfuse.html>

- b. The 1491 Club has every intent to provide real-time and reliable hotel data, including but not limited to: price, room-type, availability, and amenities. However, at times the hotel information displayed on www.the1491club.com may change when confirming information with our third-party service.
 - c. The 1491 Club shall not be held liable for any discrepancy between information regarding the information displayed on our site and information when visiting other third-party websites including but not limited to Agoda and other travel providers.
- 6. Notice of Email Communication
 - a. By providing your email to The 1491 Club you consent to promotional emails and necessary email communication including but not limited to communication regarding: promotions, changes in terms of service, and billing questions or issues.
- 7. Collection of Data and Your Right to Privacy
 - a. The 1491 Club may collect and monitor your search trends and history for the improvement of the website.
 - b. Your personal data will not be sold, bartered, or traded to any advertising agency or corporation.
 - i. Personal data includes: Name, Credit Card Information, Email Address.
 - ii. Personal data does not include search trends of anonymous members or any anonymized data.
- 8. Equipment and Related Costs
 - a. You are responsible for obtaining and maintaining all telephone, computer hardware, internet or cell data access and other services needed to access and use this service.
 - b. The 1491 Club shall not be liable for any incurred costs for discrepancies of data between what is displayed on this website and real-time data provided by common carriers (Airline)
- 9. Limit of Affiliation
 - a. The 1491 Club is not sponsored, endorsed, or affiliated with any airline, airline pass or discount program/club. Any use of names, phrases, or information related to any trademarked material is purely coincidental.
 - b. We make no representations or warranties regarding the content displayed on this site.
- 10. Abuse
 - a. Members who repeatedly use the service at a rate significantly higher than average users may have their access throttled. Members who have their search numbers throttled will be emailed with further details. Continued abuse will result in account closure with no refund.

- b. Members who email or otherwise contact agents of The 1491 Club personally or via published customer support channels with vulgar, crass, or inappropriate language are subject to account deactivation without refund.
- c. No Scraping: Engaging in any kind of “website scraping,” “data scraping” or “screen scraping” of this website is strictly prohibited. No person or business entity may employ or use, directly or indirectly, any automated or computerized device, process, program, algorithm or methodology (including but not limited to computer software “robots” or “spiders”) or any other software, process (whether manual or electronic) or device that operates to access, acquire, harvest, capture, copy, collect, re-publish, transmit, or monitor any data, service, product, or content from the The 1491 Club website or web applications, or affiliated websites or web applications. No person or business entity may use, or assist, encourage, or enable any third-party to use, any robot, spider, artificial intelligence (AI) system, or other automated device, process or means to access, retrieve, copy, scrape, aggregate, collect, download, or otherwise index any portion of the The 1491 Club website. The 1491 Club reserves the right to investigate any unauthorized, illegal or suspicious use of the Sites and to take legal action, including without limitation, pursuing civil, criminal and injunctive redress.

11. Intermittent Service Disruptions

- a. On occasion, service availability to The 1491 Club may be disrupted by forces outside of The 1491 Club’s control. Every effort will be made to accommodate and quickly circumvent any down-time of the service. For disruptions beyond the control of The 1491 Club that last more than 3 Days (36 Hours) a refund will be made available by request.
- b. If at any point service is indefinitely disrupted beyond 36 hours a prorated refund will be offered by request to all customers original payment methods for the unused portion of the paid for term (including down-time)
- c. In lieu of a prorated refund, future discounts or other offers may be made to customers who experience a service disruption.

12. Referral Program

- a. The 1491 Club referral program allows customers to share a unique referral link and obtain promotional subscription pricing for successful sign ups attributed to that link. There is no limit to the number of new accounts that can enroll via a unique referral link. The 1491 Club values privacy, therefore the referring members personal information will not be visible when using the unique referral link. Members may track successful referrals using the account dashboard.
- b. The 1491 Club may offer additional incentives within the scope of this program at the companies sole discretion including but not limited to additional quantity based discounts and discounts for sharing the link on social media platforms.

- c. The 1491 Club reserves the right to modify or cancel this offer at any time without prior notice. In the event that this program ends, any successful referrals before the program end date will still attribute the monthly discount until all attributions have been successfully applied. Members who violate the Terms of Service or who are suspected of abuse regarding this website or referral program may have their account or referral link suspended without refund.