

NATIONAL ASSOCIATION OF CRUISE GROUP SPECIALISTS

TERMS AND CONDITIONS OF USE AND MEMBERSHIP

Effective Date: September 22, 2026

These Terms and Conditions of Use and Membership ("Terms") govern your access to and use of the National Association of Cruise Group Specialists ("NACGS," "we," "us," or "our") website, membership programs, educational materials, community features, events, resources, certifications, credentials, and related services.

NACGS is operated by **Cruise Lot LLC**.

By accessing the NACGS website, creating an account, purchasing or receiving a membership, participating in an NACGS program or event, or otherwise using NACGS services, you agree to these Terms and the NACGS Privacy Policy.

If you do not agree to these Terms, you should not use the NACGS website or services.

1. About NACGS

The National Association of Cruise Group Specialists is a professional association designed to support travel professionals who work with, or wish to develop expertise in, cruise group travel.

NACGS may provide members with educational materials, professional development opportunities, training programs, industry resources, community forums, networking opportunities, events, supplier information, certifications, designations, and other member benefits.

NACGS may add, modify, replace, or discontinue features, programs, resources, or membership benefits from time to time.

2. Eligibility

NACGS is intended primarily for travel professionals and individuals involved in or interested in the travel industry.

You must be at least 18 years old to create an account or purchase a membership.

By registering, you represent that the information you provide is accurate and that you have the legal capacity to agree to these Terms.

NACGS reserves the right to establish additional eligibility requirements for particular membership levels, programs, certifications, events, or benefits.

3. Member Accounts

Certain NACGS services require you to create or maintain a member account.

You are responsible for maintaining the accuracy of your account information and for safeguarding your login credentials.

You may not allow another person to use your account or credentials to obtain membership benefits, training materials, certifications, or other restricted content unless NACGS expressly permits it.

You are responsible for activity occurring through your account.

You agree to notify NACGS promptly if you believe your account has been accessed or used without authorization.

4. NACGS and My Cruise Marketplace

NACGS is operated by Cruise Lot LLC, which also operates My Cruise Marketplace.

Certain My Cruise Marketplace membership plans may include NACGS membership or access to NACGS benefits.

Access to My Cruise Marketplace is separate from use of the NACGS website and may be subject to additional terms, agreements, rules, policies, or eligibility requirements applicable specifically to My Cruise Marketplace.

Acceptance of these NACGS Terms does not replace any agreement that may separately apply to your use of My Cruise Marketplace.

5. Memberships and Benefits

NACGS may offer free or paid membership levels with different features and benefits.

Specific benefits, pricing, eligibility requirements, and membership duration will be described on the NACGS website or at the time of enrollment.

Benefits may include educational resources and training, member-only content, professional development programs, industry information, community access, events and webinars, networking opportunities, certification or designation programs, member directories, promotional opportunities, and other benefits announced by NACGS.

Membership benefits may change as NACGS programs evolve.

Membership benefits have no cash value and may not be transferred, assigned, or resold unless expressly permitted by NACGS.

6. Membership Fees, Billing, and Renewals

If you purchase a paid membership, you agree to pay the fees disclosed at the time of purchase.

Payments may be processed by a third-party payment processor. NACGS does not generally receive or store your complete payment card information.

Membership pricing may change from time to time. A price change will not retroactively alter a completed membership purchase.

If a membership is offered on an automatically renewing basis, the renewal frequency, price, cancellation instructions, and other applicable renewal terms will be disclosed at or before purchase.

You authorize the applicable payment processor to charge the payment method you provide in accordance with the terms disclosed when you enroll.

7. Membership Purchases, Cancellations, and Refunds

When you purchase an NACGS membership, you are purchasing access to NACGS membership benefits, educational materials, training resources, community features, and other resources associated with your membership level.

Access to these benefits and resources may begin immediately upon completion of your purchase.

Membership purchases are non-refundable.

Because members receive access to proprietary resources, educational content, training materials, and other membership benefits upon enrollment, NACGS does not provide refunds solely because a member later decides not to use, continue, or participate in the membership.

Membership fees purchase access to NACGS resources and benefits; they are not dependent upon the extent to which a member chooses to use those resources.

Once access to membership resources has been provided, the membership purchase is considered fulfilled for purposes of NACGS's refund policy.

NACGS may, in its sole discretion, consider a refund, partial refund, or account credit in an exceptional circumstance. Any exception will be determined individually based upon the circumstances.

The granting of a refund, credit, or other exception in one situation does not create an obligation for NACGS to provide the same or similar exception in another situation.

Cancellation of a membership, where applicable, prevents future renewal but does not entitle the member to a refund of amounts previously paid.

Nothing in this section limits any refund, cancellation, or other right that cannot legally be waived under applicable law.

8. Educational Content and Professional Development

NACGS educational materials are provided for professional development and informational purposes.

While NACGS seeks to provide useful and accurate travel-industry information, cruise line policies, group procedures, fares, promotions, supplier requirements, commission structures, amenities, technology, government regulations, and other industry conditions may change without notice.

Members are responsible for verifying current supplier policies, contractual requirements, rates, terms, and procedures before relying upon information in connection with a client, booking, or transaction.

NACGS does not guarantee that participation in its training programs will result in increased sales, commissions, bookings, income, business opportunities, or other particular business results.

9. Certifications, Credentials, and Designations

NACGS may offer certifications, certificates, professional designations, badges, or other credentials.

Eligibility for any credential may depend upon successful completion of specified educational requirements, assessments, participation requirements, experience standards, continuing education, membership status, or other criteria established by NACGS.

Earning an NACGS credential does not constitute a governmental license, supplier appointment, franchise, employment relationship, or guarantee of professional competence.

NACGS may establish standards governing how its names, credentials, certificates, designations, logos, or badges may be displayed.

A member may not falsely claim a certification or designation that has not been awarded to that member.

NACGS reserves the right to suspend or revoke a credential if it was obtained through misrepresentation, misuse, cheating, violation of program requirements, violation of these Terms, or other conduct that materially undermines the integrity of the credential or NACGS.

10. Professional Responsibility

Membership in NACGS does not replace a member's responsibility to comply with laws, regulations, supplier agreements, host-agency requirements, consortium requirements, professional obligations, or contractual commitments applicable to their business.

Members remain independently responsible for their own travel businesses, client relationships, bookings, advertising, pricing representations, sales practices, collection of funds, errors and omissions coverage, licensing requirements, and other professional activities.

NACGS does not supervise or control the independent business activities of individual members.

11. No Travel Agency Relationship

Unless expressly stated otherwise for a particular service, NACGS does not act as a travel supplier and does not operate cruises, tours, hotels, airlines, transportation services, or other travel products.

Membership in NACGS does not create an agency, partnership, employment, franchise, fiduciary, or joint-venture relationship between NACGS and a member.

Members are independent professionals responsible for their own business operations and client transactions.

12. Community Standards and Member Conduct

NACGS may provide member profiles, groups, forums, comments, messaging, networking tools, or other community features.

NACGS is intended to be a professional, respectful, productive, and educational community.

Members may not use NACGS services to engage in harassment, threats, unlawful discrimination, fraud, impersonation, deceptive practices, abusive behavior, inappropriate conduct, spam, unauthorized solicitation, copyright infringement, distribution of malicious software, or other unlawful or disruptive activity.

Members may not attempt to obtain passwords or confidential information belonging to another member or interfere with the operation or security of NACGS systems.

Members are expected to conduct themselves in a manner consistent with the professional nature and purpose of NACGS.

NACGS reserves the right to determine whether conduct occurring through or in connection with NACGS is inappropriate, disruptive, harmful to the community, damaging to NACGS, or inconsistent with these Terms.

13. Member-Submitted Content

You retain ownership of original content that you submit to NACGS, including posts, comments, photographs, profile information, or other materials.

By submitting content to areas of NACGS intended to be displayed or shared with others, you grant NACGS a non-exclusive, worldwide, royalty-free license to host, store, reproduce, display, and distribute that content as reasonably necessary to operate and promote the applicable NACGS service.

This license does not transfer ownership of your content to NACGS.

You represent that you have the necessary rights to content you submit and that your content does not violate another person's copyright, trademark, privacy, publicity, or other legal rights.

You should not post confidential client information, payment information, passwords, sensitive personal information, or information that you do not have permission to disclose.

NACGS may remove content it reasonably believes violates these Terms, applicable law, community standards, or the rights of others.

14. Public Profiles

Certain account information may be visible through member profiles, directories, community areas, or other public or member-facing features.

Depending upon the settings and features available, this may include your name, display name, photograph, professional information, posts, comments, and community activity.

Members should review their profile and privacy settings before posting information they do not want visible to others.

Further information about NACGS's handling of personal information is provided in the NACGS Privacy Policy.

15. Intellectual Property

The NACGS website and its original content—including training materials, course materials, graphics, logos, videos, presentations, worksheets, guides, certification materials, written resources, trademarks, branding, and website design—are owned by or licensed to Cruise Lot LLC or NACGS and are protected by applicable intellectual-property laws.

Your membership gives you a limited, personal, non-exclusive, non-transferable right to access NACGS materials for your own professional and educational use.

Access to NACGS proprietary resources is licensed to the member for personal professional and educational use only and does not transfer ownership of those materials to the member.

Unless NACGS gives written permission, you may not reproduce, distribute, sell, sublicense, publicly post, commercially exploit, modify, republish, upload to another platform, provide to nonmembers, or create competing educational products from NACGS proprietary materials.

You may download or print materials when NACGS specifically makes them available for such use.

Sharing login credentials or providing NACGS member-only materials to unauthorized individuals may result in immediate suspension or termination of membership without refund.

16. NACGS Names, Logos, and Member Designations

The NACGS name, National Association of Cruise Group Specialists name, logos, certification marks, membership badges, designations, and other branding may not be used in a manner suggesting sponsorship, endorsement, partnership, employment, or approval beyond the member's actual status.

Members authorized to use an NACGS designation or badge must follow any branding or credential-use standards NACGS provides.

NACGS may require discontinued use of a badge, designation, certification, credential, or logo if membership or certification ends or if the mark is being used improperly.

17. Copyright Complaints

NACGS respects intellectual-property rights.

If you believe content appearing on an NACGS service infringes your copyright, you may contact NACGS and provide sufficient information to identify the copyrighted work, the allegedly infringing material, your contact information, and the basis of your claim.

NACGS may remove or restrict access to content while investigating a legitimate copyright complaint.

18. Third-Party Content and Links

NACGS may provide links to cruise lines, travel suppliers, host agencies, technology providers, educational resources, partner organizations, advertisers, sponsors, or other third-party websites or services.

These third parties operate independently from NACGS.

NACGS does not control and is not responsible for the availability, content, privacy practices, security, products, services, pricing, representations, or actions of third-party websites or businesses.

Your dealings with third parties are subject to their own terms and policies.

19. Supplier and Industry Information

NACGS may publish or discuss cruise line programs, group policies, supplier offers, promotions, commissions, amenities, pricing structures, booking procedures, or other industry information.

Such information may originate from third parties and may change at any time.

NACGS does not guarantee that supplier information will remain current after publication.

Members should verify material information directly with the appropriate supplier, host agency, consortium, or organization before relying upon it for a client transaction.

20. Events

NACGS may offer virtual or in-person meetings, educational programs, conferences, networking activities, webinars, training sessions, or other events.

Separate event rules, registration requirements, cancellation provisions, supplier terms, waivers, or additional conditions may apply to particular events.

NACGS may modify speakers, schedules, programming, venues, formats, or event content when reasonably necessary.

Registration fees for an event may be subject to separate refund or cancellation terms disclosed at the time of registration.

21. No Legal, Tax, Financial, or Regulatory Advice

NACGS information and educational programs are not intended as legal, accounting, tax, financial, insurance, or regulatory advice.

Members should obtain appropriate professional advice concerning their individual businesses and circumstances.

22. Privacy

Your use of NACGS is also governed by the **NACGS Privacy Policy**, which explains how NACGS collects, uses, shares, and protects personal information.

By using NACGS services, you acknowledge that you have had an opportunity to review the Privacy Policy.

23. Website Availability and Changes

NACGS attempts to maintain reliable access to its website and services but does not guarantee uninterrupted or error-free availability.

Access may occasionally be unavailable because of maintenance, security issues, technical failures, third-party service interruptions, upgrades, or circumstances beyond NACGS's control.

NACGS may modify, replace, suspend, or discontinue website features, educational resources, programs, benefits, or services when reasonably necessary.

Changes to individual membership benefits do not automatically entitle a member to a refund.

24. Suspension, Termination, and Revocation of Access

NACGS is committed to maintaining a professional, respectful, and productive community for its members.

NACGS reserves the right to restrict, suspend, disable, or permanently terminate a member's account, membership, certification, credential, or access to NACGS services if NACGS reasonably determines that the member has:

- violated these Terms or other NACGS rules or policies;
- engaged in fraudulent, unlawful, deceptive, threatening, harassing, abusive, discriminatory, disruptive, or otherwise inappropriate conduct;
- misused NACGS educational materials, intellectual property, credentials, logos, certifications, or member resources;
- shared membership credentials or restricted NACGS materials with unauthorized individuals;
- misrepresented their NACGS membership, certification, qualifications, or professional status;
- interfered with the operation, security, integrity, or reputation of NACGS or its community;
- engaged in conduct that poses a risk of harm to NACGS, Cruise Lot LLC, its members, partners, suppliers, or third parties;
- failed to pay required membership or program fees; or
- engaged in other conduct that NACGS reasonably determines is materially inconsistent with the professional standards, purpose, integrity, or interests of the NACGS community.

Depending upon the circumstances, NACGS may issue a warning, remove content, restrict community privileges, temporarily suspend access, permanently terminate an account, revoke membership, revoke a credential or designation, or take other action NACGS determines appropriate.

NACGS may take immediate action without prior notice when it reasonably believes doing so is necessary to protect NACGS, Cruise Lot LLC, its members, intellectual property, systems, reputation, partners, suppliers, or other persons.

A member whose account, membership, certification, credential, or access is suspended or terminated because of a violation of these Terms, NACGS policies, misuse of NACGS resources, or inappropriate conduct is not entitled to a refund of membership fees or other amounts previously paid.

Termination of membership does not give the former member the right to continue using NACGS member-only resources, credentials, badges, certifications, or other benefits except where NACGS expressly permits continued use.

NACGS may, in its discretion, reconsider a suspension or termination when circumstances warrant.

A decision to restore access or make an exception in one case does not require NACGS to do so in another case.

Nothing in this section limits any rights or remedies available to NACGS under applicable law.

25. Disclaimer of Warranties

To the maximum extent permitted by law, NACGS services, website content, educational materials, community features, and other resources are provided on an **"as is" and "as available" basis**.

NACGS does not warrant that its services will be uninterrupted, error-free, completely secure, current at all times, or suitable for every member's individual business circumstances.

NACGS does not guarantee particular financial, educational, business, sales, booking, marketing, commission, professional, or other outcomes from membership or participation in its programs.

Nothing in these Terms excludes warranties or rights that cannot legally be excluded.

26. Limitation of Liability

To the maximum extent permitted by applicable law, NACGS and Cruise Lot LLC will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from your use of, or inability to use, NACGS services.

This includes, where permitted by law, lost profits, lost revenue, lost commissions, lost bookings, loss of business opportunities, loss of data, or damages arising from reliance upon supplier, educational, or industry information.

To the maximum extent permitted by law, the total aggregate liability of NACGS and Cruise Lot LLC arising from your use of NACGS services will not exceed the amount you paid directly to NACGS for the applicable membership or service during the twelve months preceding the event giving rise to the claim.

Nothing in these Terms limits liability that cannot legally be limited.

27. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Cruise Lot LLC, NACGS, and their owners, officers, employees, contractors, and representatives from third-party claims, liabilities, damages, losses, and reasonable expenses arising from your unlawful conduct, violation of these Terms, infringement of another person's rights, misuse of NACGS resources, or your independent travel-business activities.

This provision does not require you to indemnify NACGS for claims caused solely by NACGS's own unlawful conduct where such indemnification is prohibited by law.

28. Changes to These Terms

NACGS may update these Terms from time to time to reflect changes in its programs, services, technology, business practices, membership structure, or legal obligations.

The updated version will be posted with a revised effective date.

If NACGS makes a material change significantly affecting an existing paid membership, NACGS may provide additional notice when appropriate.

Continued use of NACGS after revised Terms become effective constitutes acceptance of the revised Terms to the extent permitted by law.

29. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

30. No Waiver

Failure by NACGS to enforce a provision of these Terms does not constitute a waiver of that provision or NACGS's right to enforce it later.

31. Assignment

You may not transfer or assign your membership or rights under these Terms without written permission from NACGS.

Cruise Lot LLC may assign these Terms in connection with a corporate reorganization, merger, acquisition, transfer of the NACGS business, or similar transaction.

32. Governing Law and Disputes

These Terms and any disputes relating to NACGS will be governed by the laws of the **State of [STATE TO CONFIRM]**, without regard to its conflict-of-law principles.

Any legal proceeding that is not otherwise resolved between the parties will be brought in an appropriate court located in **[COUNTY AND STATE TO CONFIRM]**, unless applicable law requires otherwise.

Nothing in these Terms prevents either party from pursuing a claim in small claims court where legally permitted.

33. Entire Agreement

These Terms, together with the NACGS Privacy Policy and any additional terms specifically presented in connection with a membership, certification, program, event, or service, constitute the agreement between you and NACGS concerning your use of those services.

If separate terms apply to a specific NACGS program or offering, those specific terms will govern that program to the extent they conflict with these general Terms.

34. Contact Us

If you have questions about these Terms and Conditions, contact:

National Association of Cruise Group Specialists (NACGS)

Operated by **Cruise Lot LLC**

Email: **support@nacgs.com**