

## Terms and Conditions

These Terms are entered into between Performance Horizon Group Limited (Company Number 07188234), ("PHG") and you ("Publisher"). By ticking the box below, Publisher agrees and undertakes:

- that it has the capacity and authority to enter into these Terms and bind the company or organisation it represents to them; and
- that the company or organisation Publisher represents agrees to be bound by these Terms.

### 1. Publisher Sign-Up

- 1.1 Publisher's application to become a Publisher on the relevant Advertiser Network may be approved in Advertiser's sole discretion ("Approved").
- 1.2 If Approved, Publisher will have access to a Publisher Management Area.
- 1.3 If Publisher wishes to participate in a Programme, Publisher may apply to PHG by supplying the requested information and following such other instructions as are stated in the Publisher Management Area.
- 1.4 Publisher's participation in a Programme is at the discretion of the Advertiser who operates the Programme.
- 1.5 If Advertiser approves Publisher's participation, Publisher further agrees to be bound by any specific conditions which Advertiser may impose from time to time and which are notified to Publisher either via the Platform, by email and/or by the Advertiser and such conditions shall, unless expressly stated otherwise, form part of these Affiliate Network Terms.

### 2. User and Order Tracking

- 2.1 PHG shall create Links and supply these to Publisher, which allow PHG and PHG's partners (including Advertisers) to track Users referred by Publisher, and in respect of which Programme.
- 2.2 Publisher must implement the Links in Publisher's Site in accordance with PHG's instructions, maintain them at all times as fully operational, and ensure they are updated in accordance with PHG's instructions.
- 2.3 Publisher expressly acknowledges and agrees that Publisher's delay in, or failure to, implement, operate and maintain Links correctly may cause Referrals not to be identified, and, if Publisher is a Payment Publisher, no Commission shall be payable to Publisher in respect of such unidentifiable Referrals.

### 3. IP Licences, Branding and Ownership

- 3.1 Each Party grants the other a non-exclusive, revocable, sub-licensable, royalty-free licence, to use, reproduce and display its respective Intellectual Property for the purposes of providing the Service and operating the Programmes in which Publisher participates.

3.2 Nothing in these Terms shall operate to transfer any interest or ownership in the Intellectual Property Rights of one Party to the other.

#### 4. **Commission**

4.1 Commission is due only to Publisher if Publisher is a Payment Publisher. Commission rates and related information are set out in the Publisher Management Area per Programme.

4.2 Commission is due in respect of Referrals that result in Approved Transactions.

4.3 An "Approved Transaction" is the sale of goods or supply of services, or sign-up or other User-initiated action as specified in a Programme Description which has been confirmed by Advertiser as approved.

#### 5. **Payment of Payment Publishers**

5.1 This clause 5 applies only to Payment Publishers.

5.2 Payment for Commissions is dependent upon Advertisers providing such funds to PHG and therefore, Publisher agrees that PHG shall only be liable to Publisher for Commissions to the extent that PHG has received such funds from the Advertisers. Publisher hereby releases PHG from any claim for Commissions if PHG has not received such funds from the Advertisers.

5.3 Commissions shall only be due for payment to Publisher once Publisher has earned Commissions above the minimum payment threshold of £20/\$30/€30 per month. A payment matrix of minimum threshold amounts is available on request for all other currencies. For the avoidance of doubt, Commissions earned below the threshold in any month shall be transferred to the following month.

5.4 Publisher expressly acknowledges and agrees that if Publisher does not clear their funds or provide sufficient information for PHG to electronically transfer funds to Publisher within 18 months of the date on which Publisher invoice can be generated in Publisher's Management Area, PHG shall be entitled to retain such unclaimed Commission for PHG's own account, and Publisher shall forfeit any claim in respect of it.

5.5 PHG reserves the right to claim back un-cleared funds and to withhold future sums due to Publishers to set off against sums already paid if transactions later turn out to be as a result of Unethical Activities.

5.6 PHG has the authority of HMRC to raise VAT invoices on Publisher's behalf. Publisher is required to keep PHG updated with information relating to Publisher's VAT status (including but not limited to VAT registration status, VAT number (if applicable), address and organisation name), and to ensure the payment details in Publisher's Management Area are correct.

5.7 Publisher therefore agrees:

(a) not to issue VAT invoices to PHG for Commissions earned, and

(b) PHG shall raise self-billing VAT invoices on Publisher's behalf for the duration of these Terms

## 6. **Publisher Warranties.**

6.1 Publisher represents, warrants and undertakes to PHG that:

- (a) it has the full corporate right, power and authority to enter into these Terms and to perform the acts required under them;
- (b) its acceptance of these Terms, and its performance of its obligations and duties under them, do not and will not breach any agreement to which Publisher is a party or by which it is otherwise bound;
- (c) all information and data Publisher supplies to PHG, Advertiser, Users and any other party through or in connection with these Terms is correct, accurate and not misleading;
- (d) Publisher's Site and Publisher's activities through and in connection with the PHG Services and the relevant Advertiser Network, and any data processing in relation to Users shall comply with any and all applicable laws, regulations and codes of conduct in force from time to time as amended, re-enacted, extended or consolidated;
- (e) it shall adhere to the Publisher Guidelines and any Advertiser guidelines at all times, as well as industry best practice in promoting the Programme. Promotion that is unacceptable includes but is not limited to, promotion by unsolicited email;
- (f) its Site and its activities through and in connection with the PHG Services and relevant Advertiser Network shall not contain any Malware or other equivalent or similar code or material;
- (g) it shall provide a clear and conspicuous link to its privacy policy from each page on its Site;
- (h) it shall include a statement in its privacy policy that PHG and/or Advertiser (or another third party, where applicable) may use code or cookies on Publisher's website to track the performance of Advertiser's marketing efforts, and that no personally identifiable information is collected in such process;
- (i) any Intellectual Property it uses does not and will not infringe any third-party right (including without limitation by being obscene, defamatory or infringing any copyright, trade mark or other proprietary right).

## 7. **Publisher Indemnity**

7.1 Publisher hereby undertakes to keep PHG, PHG's Associated Companies and PHG's Advertisers (together with their directors, employees and agents) fully and effectively indemnified against any and all costs, claims, expenses and liabilities (including reasonable legal fees) arising from a result of:

- (a) The content of the Publisher's Site
- (b) any breach of these Terms;

- (c) any contaminated file, virus, worm or trojan horse originating from Publisher's Site; and
- (d) any other claim against PHG or Advertiser in connection with a User's use of the Publisher's Site

(any matter within the scope of this indemnity being a "Claim").

- 7.2 PHG shall notify Publisher of any Claim and take reasonable account of Publisher's directions with regard to that Claim.
- 7.3 Publisher agrees the relevant Advertiser shall be entitled to directly enforce Publisher's obligations under these Terms and the indemnity under this Clause 7
- 7.4 Clause 11 of these Terms shall not apply to this clause 7.

## 8. PHG Warranties

- 8.1 PHG represents, warrants and undertakes to Publisher that:
  - (a) it has the full corporate right, power and authority to enter into these Terms and to perform the acts required of it under them;
  - (b) its execution of these Terms and the performance of its obligations and duties under them, do not and will not breach any agreement to which it is a party or by which it is otherwise bound; and
  - (c) Publisher's use of PHG's Intellectual Property shall not infringe the intellectual property or other rights of any third party.

## 9. Limited Warranty

- 9.1 Publisher acknowledges and agrees that the Services are provided on an 'as is' basis, and that PHG does not make any warranty in relation to Service availability or uptime, nor that the Service is suitable for Publisher's particular requirements, or will result in any particular level of income or business to Publisher.

## 10. Term, Termination and Suspension

- 10.1 These Terms commence on the Effective Date and shall remain in force until terminated in accordance with its provisions.
- 10.2 Either Party may terminate these Terms at any time on written notice to the other Party in the event of:
  - (a) a material breach of these Terms by the other Party; or
  - (b) the other Party passing a resolution, or a court of competent jurisdiction making an order, that the other Party be wound up, a receiver, administrative receiver, administrator or manager is appointed over any part of the business or assets of the other Party; the other Party is unable to pay its debts within the meaning of Section

123 of the Insolvency Act 1986 or any similar event occurs in any other jurisdiction in respect of the other Party.

- 10.3 Further, PHG may terminate these Terms:
- (a) immediately and without notice if Publisher engages in Unethical Activities or breaches clause 6 or 13 of these Terms; and
  - (b) on immediate notice without cause.
- 10.4 Publisher may terminate these Terms on immediate notice without cause.
- 10.5 PHG may suspend its provision of Services or Publisher's participation in any Programme, or disable Links, where PHG believes it is necessary to avoid damage, loss or liability to PHG, PHG's Associated Companies or Advertisers, including, without limitation, if PHG believes Publisher is engaged in any Unethical Activities.
- 10.6 If PHG exercises its rights of suspension under clause 10.5, it shall notify Publisher as soon as practicable and resume provision of Services and/or the Programme as soon as it is satisfied the reason for suspension no longer applies.
- 10.7 Except for PHG's obligations in clause 13, PHG shall be relieved of all liability, duty and obligation to Publisher (including, without limitation, any payment obligation) during the period of such suspension. For avoidance of doubt, Publisher shall not be entitled to any Commission, compensation or any other form of payment in respect of any period of suspension, whether or not the suspension is lifted and Publisher is subsequently re-granted access to the PHG Network.

## 11. Limitation of Liability

- 11.1 Nothing in these Terms shall limit or exclude the liability of either Party for loss or damage due to or arising from death, personal injury or fraudulent misrepresentation.
- 11.2 Save in relation to clause 7 above, neither Party shall be liable to the other for loss of profits, or indirect, incidental or consequential damages, even if such Party has been advised of the possibility of such damages, incurred as a result of or in connection with these Terms, whether arising out of breach of contract, negligence or howsoever.
- 11.3 PHG's maximum liability to Publisher in relation to Publisher's direct losses arising from PHG's breach of any provision of these Terms shall not exceed:
- (a) where Publisher is a Payment Publisher the Commission received or due to Publisher in the 3 months prior to the event which gave rise to liability;
  - (b) where Publisher is a Tracking Publisher 1% of the value of Transactions tracked for Publisher in the 3 months prior to the event which gave rise to liability.

## 12. Disputes and Notices

- 12.1 Both Parties shall use all reasonable endeavours to resolve bona fide disputes.

- 12.2 If no such resolution occurs within 30 days of commencement, either Party may escalate such dispute to a superior within PHG, with both parties agreeing to attempt to resolve such dispute within a further 30 day period.
- 12.3 Any notice given under these Terms shall be in writing and shall be considered given or made: where sent by hand or courier, upon receipt; where sent by first class pre-paid post, on the second working day following the date of posting; or where given by fax (subject to retention by the sending Party of confirmation of successful transmission), four hours after the time of successful transmission; or where given by e-mail immediately on transmission; or where posted on the PHG website immediately the posting is made.
- 12.4 Notices shall be delivered or posted to the addresses of the Parties given above or to any other address notified in substitution.

### **13. Confidentiality**

- 13.1 Both Parties shall take reasonable steps during the Term, and for two years thereafter, to prevent disclosure of Confidential Information of the other Party other than to its employees or agents who must have access to such Confidential Information to perform such Party's obligations hereunder and who have each agreed to comply with this provision.
- 13.2 Notwithstanding the foregoing, either Party may disclose Confidential Information without the consent of the other Party to the extent such disclosure is required by law. Both Parties may publicise the relationship, subject to the other Party's approval of any publicity materials, such approval not to be unreasonably withheld or delayed.

### **14. Force Majeure**

- 14.1 Neither Party shall be liable for, or be considered in breach of these Terms on account of any delay or failure to perform as required by these Terms as a result of any causes or conditions which are beyond such Party's reasonable control, including but not limited to acts of God, acts of government, strikes or war, and which such Party is unable to overcome by the exercise of reasonable diligence.

### **15. General Provisions**

- 15.1 Failure of either Party to insist upon or enforce strict performance by the other Party of any provision of these Terms or to exercise any right under these Terms shall not be construed as a waiver of such Party's right to assert or rely upon any such provision or right in that or any other instance.
- 15.2 These Terms and the Advertiser guidelines comprise the entire agreement between the Parties, and supersedes all prior agreements, statements, and representations whether negligent or otherwise (other than fraudulent misrepresentations) by either Party in relation to its subject matter.
- 15.3 Other than expressly provided for in these Terms (including Advertiser's rights under clause 7.3), a person (natural or legal) who is not a Party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but that does not affect any right or remedy of a third party which exists or is available apart from that Act.

- 15.4 Publisher shall not assign these Terms or any right, interest or obligation under them without PHG's prior written consent. PHG may assign these Terms or any of its rights, interests or obligations under them to any third party including without limitation any Associated Company without restriction or to any successor of PHG's by way of merger, consolidation or the acquisition of all or substantially all of PHG's business and assets relating to these Terms.
- 15.5 Solely to the extent there is any inconsistency between the Programme Description and these Terms, these Terms shall prevail.
- 15.6 If any provision of these Terms is or becomes invalid or illegal in any respect, that provision shall be deemed severed from these Terms but the validity, legality and enforceability of the remaining provisions shall not be affected.
- 15.7 The clause headings in these Terms are included for convenience only and shall not affect their construction.
- 15.8 Neither Party shall have the right to bind the other to any agreement with a third party nor to represent itself as an agent, partner or joint venture of the other, nor to incur any obligation or liability on behalf of the other.
- 15.9 The expiry or termination of these Terms (for whatever reason) shall not terminate any provision or obligation which is expressly or by implication provided to come into or continue in force after such termination and shall be without prejudice to the accrued rights and liabilities and other remedies of the Parties.
- 15.10 These Terms shall be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

## 16. Updates

- 16.1 PHG may update these Terms and/or any Advertiser guidelines from time to time by publishing a new version on the PHG website.
- 16.2 PHG will notify Publisher of updates of these Terms and/or any Advertiser guidelines via email, the Publisher Management Area or other suitable method.
- 16.3 Publisher's continued use of the Services and/or participation in a Programme after the date of any such update constitutes Publisher's acceptance to be bound by the updated terms.
- 16.4 If Publisher does not agree with any proposed update to these terms, Publisher must notify PHG and, in accordance with PHG's direction:
- (a) cease further participation in any then-active Programmes;
  - (b) agree to continue any then-active Programmes in accordance with PHG's reasonable directions.

## 17. Definitions.

In these Terms, the following words have the following meanings:

“Advertiser” means a [Expedia Inc/Hotels.com LP, Wotif.com Pty Ltd] whose goods or services Publisher promotes to Users as part of a Programme;

“Advertiser Network” means the proprietary network through which Publisher may advertise and market the Advertiser’s products and services to Users via Publisher’s Site;

“Approved Transaction” means a Transaction that has been approved in accordance with the process set out in clause 4;

“Associated Company” means a member of PHG’s group, and any entity that controls, is controlled by or is under common control with any of the foregoing entities;

“Commission” means the fee due to Publisher in respect of Approved Transactions as notified in the Publisher Management Area;

“Confidential Information” means these Terms and all communications and information, whether written, visual, or oral, and all other material supplied to or obtained, whether electronic or not, by either Party from the other during the Term and all information, reports, drawings, recommendations, data or advice given by either Party to the other in pursuance of its obligations under these Terms, and shall (without limitation of the foregoing) include any information from whatever source supplied to or obtained by either Party concerning the trade secrets, customers, business associations, technical or commercial affairs of the other Party or in the case of PHG any Associated Company, partners, joint ventures or any Advertiser or business associate of PHG;

“Effective Date” means the date of execution of these Terms (or the later of different dates), as evidenced by the records indicating the date the Publisher signed up to the network;

“Intellectual Property Rights” means patents, rights in designs, trade marks, trading business or domain names, email addresses, copyrights (including any such rights in typographical arrangements, web sites or software), whether registered or not and any applications to register or rights to apply for registration of any of the foregoing rights in inventions, know how, trade secrets and other Confidential Information, rights in databases and all other intellectual property rights of a similar or corresponding character, which subsist now or in the future in any part of the world;

“Expedia Entity” means any Expedia Inc. Related Company that makes use of the Services as an Advertiser;

“Link” means the link PHG supplies to Publisher for inclusion on Publisher’s Site, which when clicked on by a User, identifies:

1. that the User has been referred by Publisher; and
2. the Programme in which the User is participating;

“Malware” means software programmes designed to damage or do other unwanted actions on a computer system;

“Payment Publishers” means Publishers who are not Tracking Only Publishers;

“Parties” shall mean the Publisher and PHG, and “Party” shall mean either one of them;



“Programme” means a commercial offer or set of offers of Advertiser’s products and services specified in a Programme Description;

“Programme Description” means the key parameters of a Programme, which may include, without limitation, a description of the Advertiser’s company, commission rates, cookie period, specific Publisher terms and conditions and other similar information;

“Publisher Guidelines” means the guidelines attached to these Terms in Schedule 1;

“Publisher Management Area” means the PHG reporting interface accessible from URL [www.performancehorizon.com](http://www.performancehorizon.com) ;

“Referrals” means the Publisher’s referral or introduction of a User to an Advertiser as part of a Programme, which may result in an Approved Transaction.

“Related Company” means, in relation to Expedia, Inc., any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that Party from time to time and for an Expedia Entity “Related Company” shall also mean any company that is from time to time: (a) a holding company; (b) a subsidiary; (c) a subsidiary of a holding company of an Expedia Entity; or (d) one of its joint venture partners. An Expedia, Inc. and/or an Expedia Entity Related Company shall not be interpreted to include IAC/InterActiveCorp or any of its subsidiaries.

“Services” means the provision of the PHG technology and operation of the Programmes;

“Site” means Publisher’s site, blog, forum, voucher code, email list or other mechanic designed or intended to refer Users to Advertisers;

“Term” means the duration of these Terms, beginning on the Effective Date and continuing until the date of termination by either Party, or expiration;

“Terms” means these terms and conditions, as updated from time to time;

“Tracking Only Publisher” mean a Publisher who: contracts directly with Expedia or the relevant Expedia Entity; receives any fees for referrals from Expedia or the relevant Expedia Entity; and for whom the Services are provided by PHG only for the purpose of tracking Referrals, and not for the purpose of paying Commission;

“Transaction” means the sale or supply of any Advertiser’s goods or services to Users, or introductions, referrals or other User interactions in respect of Advertiser’s goods or services as defined in the applicable Programme;

“Unethical Activities” has the meaning ascribed to it in Schedule 1, Paragraph 1;

“User” means an individual consumer who purchases, applies for, enquires about or otherwise takes action in respect of Advertiser’s products and services.

## SCHEDULE 1

### Publisher Guidelines

1. Each Publisher undertakes to PHG that it shall not engage in any fraudulent, unethical or unlawful activity, or any activity which is not transparent to, nor in the best interests of, PHG, Advertisers and Users (“Unethical Activities”). Examples of Unethical Activities include, but are not limited to:
  - 1.1 use of inappropriate software (whether third party or otherwise) in order to create financial gain for Publisher;
  - 1.2 bidding on disallowed key terms within paid search, or any other third party advertising system based on keywords, without PHG’s and/or Advertiser’s prior approval;
  - 1.3 implementing links, where there is an incentive to click on them without a User’s full knowledge of the consequences of their actions - for example, activating a cookie which may later mean a conversion of sale to the owner of the Publisher link (‘forced clicks’);
  - 1.4 mimicking the action of a Publisher link click which results in a cookie being stored on a User’s machine which could later lead to the conversion of a sale to said Publisher;
  - 1.5 breach of Advertiser guidelines/terms.
2. The provisions of this paragraph apply to Publishers whose Site comprises an email list (“Email Publishers”). PHG shall indicate whether each Email Publisher must:
  - 2.1 obtain PHG’s approval before sending email promotions on behalf of Advertisers to Users;
  - 2.2 promptly supply examples of email promotions which Email Publisher proposes to use;
  - 2.3 promptly provide full disclosure as to the origin and source of its list or database of email addresses, including supplying satisfactory evidence that these have been properly purchased or licensed; details of the party from whom they have been purchased or licensed; and details which demonstrate that they have been created, supplied and operated in accordance with data protection and other applicable laws.
3. It is each Publisher’s responsibility to protect and maintain the confidentiality of their logins, Links and other data used to manage access to the Publisher Management Area and Programmes, to ensure that a third party may not change Publisher’s details without Publisher’s knowledge.
4. Each Publisher must specify the URLs it will use to track Transactions as part of the sign up process via the Publisher Management Area (“Authorised URLs”). PHG may ignore transactions entered into via URLs other than Authorised URLs and/or withhold Commission in respect of them. A Publisher may add additional or substitute URLs from time to time via the Publisher Management Area, but such URLs will only become operational once confirmed as such by PHG.
5. From time to time, PHG may request information from Publisher to evidence how and where Publisher is promoting its Site, and Publisher shall supply such information promptly to PHG.

6. If any Publisher or User has configured its system in order to disable any technology for confirming the means of referral, PHG will treat the User as not having been referred by any Publisher.
7. All information in the Publisher's Management Area must be complete and accurate at all times. PHG reserves the right to request proof of Publisher's identity at any time. If Publisher does not provide this within the time period specified by PHG then PHG may terminate these Terms on immediate notice.

## SCHEDULE 2 AFFILIATE PROGRAM CONDITIONS

Thank you for your interest in the Expedia Affiliate Program.

These Affiliate Program Conditions (“**Program Conditions**”) consist of the Expedia Publisher Program Requirements (the “**Program Requirements**”) set out in Part A below and the Expedia Publisher Program Trademark+ Bidding Requirements (the “**TM+ Bidding Requirements**”) set out in Part B below and form part of the PHG affiliate network terms that govern your application for and participation in the Expedia affiliate program operated by PHG (“**Affiliate Program**”).

### **Part A: Expedia Publisher Program Requirements**

By participating in the Affiliate Program, you accept and agree to the terms and conditions in these Program Requirements and, if you are part of the TM+ Bidding Program, the TM+ Bidding Requirements. “Expedia,” “we,” “us,” or “our” means EXPEDIA, INC., a Washington corporation located at 333 108th Avenue NE, Bellevue, WA 98004, USA. “Publisher,” “you,” or “your,” means the Publisher. “**Publisher Site**” or “**Site**” means any website(s) and software application(s) including mobile websites, emails, apps etc that you own or operate and link to any Expedia websites (including mobile websites)/Expedia Apps/Expedia inventory (“**Expedia Site**”). This Program is administered by Performance Horizon Group Limited (the “**PHG/Administrator**”) through the Administrator’s website (“**Administrator Site**”).

BY CHECKING THE BOX, CLICKING THE "I ACCEPT" BUTTON, DOWNLOADING LINKS RELATING TO THE AFFILIATE PROGRAM AND/OR ENROLLING IN THE AFFILIATE PROGRAM, AS APPLICABLE, YOU (i) ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND THESE AFFILIATE PROGRAM CONDITIONS AND AGREE TO BE BOUND BY THEM; (ii) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THESE AFFILIATE PROGRAM CONDITIONS; AND (iii) HEREBY REPRESENT AND WARRANT THAT YOU ARE NOT AN INELIGIBLE PARTY (AS DEFINED BELOW), ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS, AND (iv) THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THESE AFFILITE PROGRAMME CONDITIONS. IF YOU ARE A COMPANY OR OTHER CORPORATE ENTITY, THEN THE PERSON AGREEING TO THESE AFFILIATE PROGRAMME CONDITIONS ON BEHALF OF THAT COMPANY OR CORPORATE ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THESE AFFILIATE PROGRAM CONDITIONS.

We may modify any of these Program Conditions at any time and in our sole discretion by posting a revised version of these Affiliate Program Conditions and/or Program Requirements and/or a change notice on the Administrator Site or by us or PHG sending notice of such modification to you by email. Modifications may include, for example, changes to the Publisher Program Requirements and other Program requirements. Modifications will be effective on the date specified in the revised Program Conditions, change notice, or email notification or, if no date is specified, the date that the revised Program Conditions, change notice, or email notification is posted. IF YOU DO NOT AGREE TO ANY OF THESE MODIFICATIONS THEN YOU SHOULD TERMINATE YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION TO THE PROGRAM CONDITIONS WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

#### **1. Program Summary and Enrolment**

The Program permits Publishers to promote certain travel products available through the Expedia Sites (“**Expedia Travel Products**”) by displaying to users of Publisher Site(s) (“**Users**”) links, advertisements, and other content that may be provided to Publishers by Expedia via the Affiliate Program (“**Travel Content**”) and enables Publishers to earn Marketing Fees for certain Qualifying Transactions.

How to Enrol. To begin the Publisher enrolment process you must be invited by us to join the Affiliate Program, such invitation will contain details of how to complete an application to the Program (“**Program Application**”) to us through the Administrator Site. You will ensure that the information in your Program Application and otherwise associated with your account, including but not limited to your email address and other contact information is at all times complete and accurate. We may send any notifications, approvals, and/or other communications related to the Program to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

Evaluation of Your Application. We will evaluate your Program Application and notify you of your acceptance or rejection. We may reject your Program Application in our sole discretion for any or no reason. For example, we may determine that you are ineligible to participate or that your site is unsuitable for the Program because it includes any objectionable content or that you are engaged in conduct prohibited by these Affiliate Network Conditions. If we reject your Program Application, you are welcome to reapply for participation in the Program at any time subsequently.

Who May Not Enrol Without our prior written approval, Ineligible Parties may not enrol in the program or submit Program Applications in the Program. An “Ineligible Party” is any travel agency, travel supplier (e.g., airline, hotel company, car rental supplier or cruiseline), or other travel provider or any successor, employee, agent or Corporate Affiliate (any person or entity that, directly or indirectly, controls, is controlled by or is under common control with) any Ineligible Party of any of the foregoing. In addition, you specifically agree to do the following: (a) terminate this Agreement immediately if you become an Ineligible Party following your enrolment in the Program; and (b) keep confidential any Confidential Information (defined below) provided to you during your enrolment in the Program. ANY BREACH OF THE PROVISIONS REGARDING INELIGIBLE PARTIES WILL BE DEEMED A MATERIAL BREACH OF THESE TERMS

2. **Publisher Site Restrictions.** At all times during your participation in the Program, you will ensure that your Site(s) do not:
  - (a) depict or promote violent or sexually explicit material;
  - (b) depict or promote any material that is fraudulent, defamatory or obscene;
  - (c) promote illegal activities or unlawful discrimination of any kind;
  - (d) promote or contain any materials which infringe or assist others to infringe the intellectual property rights of others;
  - (e) contain any images or content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable;

- (f) otherwise violate any law and regulation;
- (g) contain any spyware, malware, virus, worm, trojan horse, or other subversive, malicious, or harmful code, or any application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other device; or
- (h) copy or resemble the look and feel of Expedia or create an impression that your Site(s) are part of Expedia or any Related Company of Expedia. In this context a “Related Company” of Expedia means, in relation to Expedia, Inc., any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with Expedia from time to time and any company that is from time to time: (a) a holding company; (b) a subsidiary; (c) a subsidiary of a holding company of an Expedia Entity; or (d) one of its joint venture partners. An Expedia, Inc. and/or an Expedia Entity Related Company shall not be interpreted to include IAC/InterActiveCorp or any of its subsidiaries. “Control” or “Controlled” means, with regard to any entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares (or other ownership interest, if not a corporation) of such entity through voting rights or through the exercise of rights pursuant to agreement, or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity.

If your Site(s) are not in compliance with any of these requirements (or any other terms or conditions of these Program Requirements), we may, in our sole discretion and without limiting any other right or remedy to which we may be entitled: (a) remove the Publisher Site(s) from the Program or require PHG to do so; and (b) require repayment of any payments made to you while your Site was non-compliant or require PHG to withhold sums and/or require repayments from you.

3. **Responsibilities Regarding Your Site.** You are solely responsible for the Publisher Site(s) including all content and other material that appears on the Site(s). For example, you are solely responsible for: (i) any use of the Travel Content regardless of whether it is permitted by these Program Requirements; (ii) maintaining a privacy policy that adequately discloses to Users how you and third parties (including Expedia and other advertisers) track, collect, use, store, share, and disclose User data, serve advertisements, and use cookies, pixels, and other tracking technologies; (iii) ensuring that all content on your Site does not violate or infringe any of our rights (including privacy, intellectual property, or other proprietary rights); and (iv) ensuring that your display of the Travel Content and trade names, trade marks, service marks, logos or other similar indicia of identity or source provided to you as part of the Travel Content (“**Expedia Marks**”) do not violate the Program Documentation (as defined below) or any agreement between you and any other person or entity.
4. **Restricted and Prohibited Conduct.** Without limiting the generality of these Program Requirements, You agree that:
  - (a) You will not use any link that sends Users indirectly to the Expedia Site via an intermediate site or webpage.
  - (b) You will not use any other method that impedes Users from determining which site or application they click within any Travel Content.

- (c) You will not use any Travel Content in connection with soliciting others to join an affiliate marketing, advertising or similar network for the purpose of engaging in business of the type conducted by Expedia.
- (d) You will not take any action that could reasonably confuse Users regarding: (i) our relationship with you; or (ii) the website on which any searching or booking of Expedia Travel Products is occurring (e.g. through the use of frames).
- (e) You will not display any Travel Content or Expedia Marks within any pop-up or pop-under windows, transitional page ads, or layer ads around or in conjunction with the display of any site that is not the Publisher Site.
- (f) You will not mislead or misrepresent to Users as to the origin, affiliation or nature of the Publisher Site(s), products or services.
- (g) You will not use any Travel Content or any Expedia Mark in a manner (by proximity or otherwise) that implies endorsement or commercial association by Expedia with any product, service, party, or cause.
- (h) You will not use any Expedia Brands (as defined at paragraph (q) in meta-tags on any website that you own or operate. You will not use, register, license or control any domain name containing any Expedia Brand or any misspellings or variants of, or substantially similar names or marks to, an Expedia Brand.
- (i) You will not take any action to register or otherwise interfere with our interests in Expedia Marks.
- (j) You will not display or otherwise use any trade name, trade mark, service mark, logo or other similar indicia of identity or source of any third party travel supplier in connection with the display of any Travel Content unless you have obtained from that travel supplier the specific right to do so.
- (k) You will not attempt to artificially increase your Marketing Fees in any way (e.g., by causing any page of an Expedia Site to open in a browser other than as a result of the customer clicking on Travel Content on your Site or by artificially generating clicks, impressions, or bookings, whether by way of a robot or software program or other method designed to emulate a click by a real person).
- (l) You will not violate the restrictions in any robot exclusion headers on any Expedia Site, or bypass, circumvent, or avoid any measure employed to prevent or limit access to such Expedia Site.
- (m) You will not take any action that Expedia deems imposes or is likely to impose an unreasonable or disproportionately large load on the technology or infrastructure of any Expedia Site (e.g., using scraping/caching or crawler type requests on Expedia's servers).
- (n) You will not collect, use, or disclose personal information under or in relation to the Affiliate Program unless you have obtained all relevant consents to do so including that you will not knowingly collect, use, or disclose personal information from children who are under thirteen (13) years old.

- (o) You will not request, obtain, store, cache, or otherwise use any account information used by our customers in connection with any Expedia Site (including any usernames or passwords of Expedia customers).
- (p) Without Expedia's prior written approval, you will not:
  - (i) use the names or trademarks of Expedia or its affiliates or any variant or misspelling thereof in any domain name (e.g. [www.expedia.publishersite.com](http://www.expedia.publishersite.com) or [www.publishersite.com/expedia](http://www.publishersite.com/expedia));
  - (ii) display Travel Content without linking to the Expedia Site;
  - (iii) use iFrames or similar functionality to display Travel Content without Expedia's prior written approval;
  - (iv) use any functionality that places a Publisher Cookie on User's device without an affirmative click on the Travel Content by the User, e.g., "frontdoors" and toolbars with such functionality;
  - (v) engage in any marketing activities on behalf of us or our affiliates, or in connection with the Program, that are not expressly permitted by these Program Requirements. For example, you will not use any Expedia Mark or Travel Content in any offline promotion or in any other offline manner (e.g., in any facsimile, direct mailing, text messaging, email or attachment to email, or other document, or on television, radio, or other offline media);
  - (vi) access, search, scrape, crawl or monitor the Expedia Sites, any other websites operated by Expedia or the websites of other publishers through which Travel Content is available;
  - (vii) allow (and will take reasonable steps to prevent) any direct or indirect extraction, repurposing and/or aggregation of Travel Content, Confidential Information, or any other data or information made available under these Program Requirements;
  - (viii) use "Expedia" or any related logos in any tool bar activities/placements (for example by promoting discounts available on cashback sites); or
  - (ix) allow the Travel Content to be placed on any website other than a Publisher Site.
- (q) **Coupons and Vouchers.** You may not display Travel Content that includes coupon, voucher, or discount codes ("**Coupon Codes**") unless Expedia expressly provides the Coupon Codes to you via email or the Platform. If Expedia provides Coupon Codes to you, you agree that (i) you will only display the specific Coupon Codes that Expedia makes available to you; (ii) you will not use any functionality whereby the user must click any link to reveal the Coupon Code, and (iii) you will receive reduced Marketing Fees for Consumed Verified Transactions in which the Coupon Code was redeemed in accordance with the applicable Marketing Fee information displayed on the Platform.



- (r) Without Expedia's prior written approval you may not bid on, including for preferential placement in any search engine or other paid advertising, or otherwise use to drive consumers to your websites or businesses the names or trademarks of Expedia or its affiliates including "Expedia," "Find Yours," "Travel yourself interesting." ("**Expedia Brands**") or any misspellings or variants of, or substantially similar names and marks to, any Expedia Brand. In addition, upon our request you will cause any search engine designated by us to exclude Expedia Brands from keywords used to display your advertising content in association with search results (e.g., request exclusion by negative keyword bidding). If Expedia gives you prior written approval to bid on the term "Expedia," you agree to comply with Expedia's Trademark+ Bidding Requirements.
- 5. You may not directly or indirectly use, display or refer to any mark, URL, trade name, trademark, logo, or branding of Expedia, any affiliate of Expedia or any third party (including any misspelling or substantially similar or confusingly similar version thereof), in any manner whatsoever (including in any meta-tags, search engine advertising, marketing or optimization, any other online or offline marketing or advertising, press releases, etc.) without the prior written approval of Expedia or the applicable third party, as the case may be.

#### 6. **Program Requirements and Documentation**

By participating in the Program, you agree that you are and will remain in compliance with these Program Conditions and any relevant Program API License Agreement (if any) ("**License Agreement**"), and any other policies, specifications, guidelines, and other materials that we make available to you or reference in these Program Requirements (collectively, the "**Program Documentation**"). You will provide us with all information requested by us to verify your compliance with any or all of the Program Documentation. If we determine that you or any person or entity that we determine is affiliated or associated with you has violated any requirements in the Program Documentation, we may, in our sole discretion and without limiting any other right or remedy to which we may be entitled, remove the Publisher Site(s) from the Program or require PHG to do so and terminate all related agreements.

#### 7. **Displaying Travel Content**

You will not alter, modify or otherwise change the program links (which may include an API feed, data feed, search box, coupon code, search engine module, deals module, widget or such other link provided to the Publisher) ("**Program Links**") without Expedia's prior written consent. For example, you may not use a URL shortener that obscures that the Program Link links to the Expedia Site. Expedia may also provide you with access to Travel Content for display on your Site(s) from one or more of the following sources:

- (a) **Deeplinks.** The "Deeplink Generator" is a tool that allows you to generate a direct link to a webpage (e.g. the infosite page for a certain hotel) within the Expedia Site. If Expedia provides you with access to the Deeplink Generator, you agree not alter, modify or otherwise change the deeplinks created by the tool. For example, you may not use a URL shortener that obscures that the Program Link links to the Expedia Site.
- (b) **Hotel Data Feed.** Expedia's "Hotel Data Feed" is a feed that contains descriptive content regarding hotels (the "**Merchandising Content**") and other travel services

available for booking through Expedia that is available through a flat file generator or an XML interface. If we provide you with access to the Hotel Data Feed or any Merchandising Content you agree that any display of such content by you shall be without amendment or alteration of any kind and displayed solely for the purpose of linking directly to Expedia and promoting the Travel Products. You also agree to use and display to comply with any Data Feed Guidelines that we may provide to you from time to time.

- (c) **Widget Generator.** The “Widget Generator” is a tool that creates widgets that enable Users to search for Expedia Travel Products. If we provide you with access to the Widget Generator, you agree that any display of such content by you shall be without amendment or alteration of any kind and displayed solely for the purpose of linking directly to Expedia and promoting the Travel Products.
- (d) **Application Programming Interfaces.** Expedia’s proprietary application programming interfaces (each a “**Program API**”) permit authorized users to access and use certain types of Travel Content. If we provide you with access to any Program API you will comply with the relevant License Agreement for the Program API.

Unless otherwise specified by Expedia, and subject to the requirements in these Program Requirements, the positioning, placement, frequency and other editorial decisions related to the display of Travel Content shall be made by Publisher. You are solely responsible for the display of any Travel Content on the Publisher Site(s) and ensuring that the Travel Content is formatted in a manner necessary for us or the Administrator to track referrals of Users from the Publisher Site(s). You will not display any Travel Content in any translated format without Expedia’s prior written consent and will promptly remove and/or update any outdated Travel Content (e.g., expired coupon codes, offers, and deals). You will promptly remove any Travel Content displayed on the Publisher Site upon request from us that we may make for any or no reason.

## 8. **Limited License to Travel Content and Marks**

Subject to the terms of these Program Requirements, we hereby grant you a limited revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to, for the sole purpose of referring Users to the Expedia Site(s), reproduce and display on the Publisher Site (i) Travel Content; and (ii) Expedia Marks. You agree that any use of the Expedia Marks will comply with the Expedia Trademark Usage Guidelines that we may provide to you from time to time.

## 9. **Publicity**

You agree that you will not release any publicity, advertisement, news release, or public announcement, regarding any aspect of your participation in the Affiliate Program or the relationship between Publisher and Expedia without the Expedia’s prior written approval.

## 10. **Reservation of Rights; Feedback**

No rights or title to, ownership of, or interest in the Affiliate Program, the Travel Content, any Expedia Marks or domain names of Expedia or its affiliates, or any intellectual property related to the Affiliate Program are transferred to you under these Program Requirements or

otherwise. All goodwill from your use of the Expedia Marks will inure to the benefit of us. If you provide suggestions, comments or other feedback (“**Feedback**”) to us with respect to the Affiliate Program, the Travel Content or if you modify the Travel Content in any way, you agree that we may disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to us as we sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

## 11. **Marketing Fees**

“**Booked Transaction**” means the booking of a Travel Service booked through an Expedia Site: (a) that originates from a Click; (b) that is so booked within the Validity Period of a cookie being placed on the Customer’s computer by the Publisher; and (c) for which the Click was the last action by the Customer before the Customer completed the transaction via the Expedia Site(s).

“**Consumed Flights**” means a standalone air booking of a flight reservation service in respect of both domestic and international flights offered through the Expedia Site(s) where the last leg of a one-way or return flight has been completed.

“**Consumed Verification Period**” means a period of 35 days following the relevant Consumed Date.

“**Consumed Transaction**” means a Booked Transaction that has been consumed meaning in the context of: (a) a standalone hotel booking, that the check-out day of such stay has occurred; (b) a standalone flight booking that it is a Consumed Flight; (c) a standalone car rental booking, when the car rental is returned; (d) activities or services booking, that the activity has occurred or the service has been fulfilled; (e) a package booking, when all travel components of the package have been completed in accordance with (a) to (d) of this definition; and (e) a cruise booking, that the cruise booking has completed and in respect of (a) – (e) the date on which a transaction is deemed to a Consumed Transaction shall be the “**Consumed Date**”.

“**Consumed Verified Transaction**” means a Consumed Transaction that has been verified by a relevant Expedia Entity and/or the Consumed Verification Period has passed (whichever is the sooner) excluding Void Transactions.

“**Net Transaction Value**” means the total price paid for a Travel Service by Customers effecting a Qualifying Transaction; excluding taxes and fees paid by the Customer at the time of booking and taxes or fees paid by the Customer at the time of stay.

“**Gross Booking Value**” means the total price paid for a Travel Service to an Expedia Entity by Customers effecting a Qualifying Transaction, excluding any taxes and fees paid by such Customers at the time of stay.

“**Qualifying Transaction(s)**” means a Consumed Verified Transaction(s) that a Customer has paid for (as applicable) excluding Void Transaction(s).

“**Travel Service**” means travel services offered through the Expedia Site(s) from time to time including hotel, car and package reservations.

“**Validity Period**” means 30 days unless otherwise set out in the Platform.

“**Void Transaction**” means a Consumed Verified Transaction which is (i) subsequently cancelled, refunded, charged back, disputed by the Customer or traveler, discovered to result from fraudulent or other unlawful activity, or for which the relevant Expedia Entity does not

receive payment (ii) any transaction for which the User clicked link on a Paid Channel after the User left the Publisher Site but before the User completed the transaction via the Expedia Site. "Paid Channel" means all online channels except for (a) clicks on search engine results, search engine advertisements, and Expedia emails and (b) direct navigation to the Expedia Site(s) via web browser uniform resource locator bar; (iii) any transaction that is not correctly tracked or reported because the links from the Publisher Site to the Expedia Site are not properly formatted; (iv) any transaction that violates these Affiliate Program Terms; and/or (v) any transaction that was booked after termination of these Affiliate Program Terms and/or your agreement with PHG

You will be entitled to receive Marketing Fees on for Qualifying Transactions in accordance with these Affiliate Program Terms and your agreement with PHG at the levels set out on the Platform at the relevant time. You will be paid the Marketing Fees earned for each month in accordance with and subject to the payment terms agreed upon by you and the Administrator. Any and all calculations regarding Marketing Fees are final and cannot be disputed by you after six months from the date that the transaction was consumed.

## 12. **Termination**

Upon any termination of your participation in the Program for any reason:

- (1) you shall be entitled only to those unpaid Marketing Fees, if valid, earned by you on or prior to the date of termination;
- (2) you will not be entitled to Marketing Fees with respect to any amount of referrals delivered after the date of termination;
- (3) any and all licenses you have with respect to the Travel Content will automatically terminate
- (4) you will immediately stop using the Travel Content and Expedia Marks and Materials and promptly remove from your site and delete or otherwise destroy all links to the Expedia Site, all Expedia Marks and Materials, all other Travel Content, and any other materials provided or made available by or on behalf of us to you in connection with the Program
- (5) our acceptance of additional transactions obtained through the Publisher Site(s) shall not constitute a continuation or renewal of the arrangement or a waiver of such termination;

No termination of your participation in the Program will relieve either party for any liability for any breach of, or liability accruing prior to termination.

## 13. **Confidentiality**

If you have entered into a valid and currently effective non-disclosure agreement that covers exchanges of confidential information arising out of or related to your participation in the Program (an "**NDA**"), then the terms of such NDA will govern and control all such exchanges of information. In the event of any conflict between the NDA and these Affiliate Program Conditions, the NDA will take precedence.

If you have not entered into an NDA with us, then you agree not to disclose any Confidential Information that we disclose to you and that all Confidential Information will remain strictly confidential and will not be utilized, directly or indirectly, by you for your own business

purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. The term "Confidential Information" includes, but not be limited to, these Affiliate Program Terms, our business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any members of the Program, other than you. Confidential Information will also include any information that we designate as confidential.

**14. Compliance with Applicable Laws**

You agree to comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that are applicable to the Program and your participation in it.

**15. Indemnification**

You agree to indemnify, defend, and hold harmless us and our Related Companies, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' or other professionals' fees) that arise out of or are based on (1) any claim that our use of Your Marks or any other materials you provide to us infringe on any trademark, trade name, service mark, copyright, license, intellectual property, or another proprietary right of any third party, (2) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (3) any claim related to your Site(s), advertising, or other content.

**16. Disclaimers**

YOU ACKNOWLEDGE AND AGREE THAT OTHER THAN AS EXPRESS SET OUT HEREIN EXPEDIA DOES NOT MAKE ANY PROMISES ABOUT THE AFFILIATE PROGRAM. FOR EXAMPLE, EXPEDIA DOES NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE AFFILIATE PROGRAM INCLUDING THE TRAVEL CONTENT, THE SPECIFIC FUNCTION OF THE AFFILIATE PROGRAM, OR ITS PROFITABILITY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET PUBLISHER'S NEEDS. EXPEDIA PROVIDES THE AFFILIATE PROGRAM "AS IS". TO THE EXTENT PERMITTED BY LAW, EXPEDIA EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. EXPEDIA EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

**17. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL OR DATA) RELATED TO THESE PROGRAM REQUIREMENTS OR THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THESE AFFILIATE PROGRAM TERMS AND THE PROGRAM WILL NOT EXCEED THE TOTAL MARKETING FEES PAID TO YOU IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE MOST RECENT EVENT GIVING RISE TO THE CLAIM OCCURRED. THE FOREGOING

LIMITATION WILL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT.

NOTHING IN THESE PROGRAM REQUIREMENTS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### 18. **Miscellaneous Provisions**

We will not be liable for any failure to perform or any delay in performing any obligation under these Affiliate Program Conditions if such failure or delay is the result of any event or other cause beyond our reasonable control. If it turns out that a particular term is not enforceable, the remainder of the Affiliate Terms and Conditions will remain in full force and effect. Whenever used in these Program Requirements, the terms “include(s),” “including,” “e.g.,” and “for example” mean, respectively, “include(s), without limitation,” “including, without limitation,” “e.g., without limitation,” and “for example, without limitation.” Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under these Program Requirements, may be made, taken, or given in our sole discretion. In the event of a conflict between these Program Requirements and any Program Documentation, these Program Requirements will take precedence. In the event of a conflict between these Program Requirements and the License Agreement (if any), these Program Requirements will take precedence except that the License Agreement will control with respect to your use of the Program API, Data Feed, and Deeplink Generator.

#### **Part B: Expedia Publisher Program Trademark+ Bidding Requirements\***

*\*Note that Trademark+ is not allowed in EMEA*

The TM+ Bidding Requirements describe the restrictions and requirements that are applicable to you if you are given prior written approval to bid on the word “Expedia” as set forth herein. We may modify these TM+ Bidding Requirements as provided in these Program Requirements. All capitalized terms used in these TM+ Bidding Requirements that are not defined herein have the definition given to them in these Program Requirements.

**Permission Required.** You may not bid on the term “Expedia”. You may bid on the term “Expedia” in combination with other terms if Expedia has given you written approval to do so (including approval of the other terms) and only in accordance with these Program Requirements (including these TM+ Bidding Requirements). If you have any question about whether you have such approval please contact Expedia at [eap@expedia.com](mailto:eap@expedia.com). [*Need to include link*]

**Permitted Bidding.** Even if permitted pursuant to the prior requirement, you may bid on the word “Expedia” only in conjunction with the pre-approved terms (collectively, “**Permitted Terms**”). You may not bid on “Expedia” in conjunction with any other words or bid on “Expedia” as standalone keyword.

**Negative Keyword Bidding.** Upon our request you will cause any search engine designated by us to exclude Expedia Brands from keywords used to display your advertising content in association with search results (e.g., request exclusion by negative keyword bidding).

**Requirements.** You agree to comply with the following requirements in connection with any bid on Permitted Terms with any search engine:

- (a) except for Permitted Terms, you may not bid on any other Expedia Brand words or any misspellings or variants of, or substantially similar names and marks to, any Expedia Brand;
- (b) you may not make any bid on any Permitted Term(s) that exceeds \$2.00 US or such other amount as notified by Expedia;
- (c) your search engine ad copy ("**SEM Copy**") must:
  - (i) accurately and prominently disclose any limitations or restrictions on the deal or the coupon;
  - (ii) not contain anything that could mislead customers that the SEM Copy is yours and links to your Site;
  - (iii) not contain anything that could reasonably confuse customers regarding any restrictions or limitations applicable to the coupon or deal; and
  - (iv) not state or imply that a coupon is needed or available to obtain any savings on the Expedia Site when: (i) no coupon is necessary to obtain such savings; or (ii) such savings are applied to the booking price, automatically deducted at checkout without entering a code, or awarded as a price match voucher for future travel.

**Visibility.** You agree to implement dedicated conversion tracking to the clicks generated from Trademark+ campaigns so that bookings made as a result of such clicks are clearly identifiable in the PHG Platform. You also agree to provide weekly Google Adwords reports direct from Adwords, the report should include: Date(s), Partner Name, Campaign, Keyword, Ad Group, Status, Destination URL, Max CPC or other such metrics as notified by Expedia.

