

## TERMS AND CONDITIONS FOR THE TRAVELADS SERVICE

By participating in the Travelscape, LLC d/b/a Expedia Media Solutions (“Expedia”) TravelAds service (the “Service”), you fully and unconditionally agree to these Terms and Conditions. Expedia may modify these Terms and Conditions at any time in its sole discretion, and your continued use of the service after the effective date of any such modification shall constitute your acceptance of it. Expedia further reserves the right to discontinue or modify any part of the Service at any time, without liability to you or any third party.

### YOUR AUTHORITY TO USE THE SERVICE:

You represent and warrant to Expedia that: (1) all information in your registration is complete and accurate; and (2) you have full power and authority to use the Service on behalf of the hotel(s) identified in your registration.

### YOU ARE RESPONSIBLE FOR YOUR ADVERTISEMENTS:

You agree that solely you are responsible for any advertisement that you submit to the Service. You represent and warrant to Expedia that: (1) each advertisement that you submit complies with all applicable laws, rules and regulations and does not violate the rights (including, but not limited to, intellectual property, privacy and publicity rights) of any third party; (2) you are fully authorized to have published any advertisement that you submit; (3) any offer promoted in a submitted advertisement is valid and redeemable on the site(s) for which it is submitted, as well as through any Expedia, Inc. property (including, in all cases, Expedia.com and Hotels.com); and (4) you have adequate inventory to support any offer promoted in a submitted advertisement. Without limiting the generality of the foregoing requirements, you understand and agree that each advertisement you submit must be specific to the designated point(s) of sale and fully comply with the then-current TravelAds Copy Guidelines, which are available at [https://travelads.expedia.com/TA\\_Copy\\_Guidelines.pdf](https://travelads.expedia.com/TA_Copy_Guidelines.pdf) (“Copy Guidelines”), and which Expedia may revise from time to time. Expedia reserves the right in its sole discretion to terminate or restrict your use of the Service, without notice, for any or no reason, and without liability to you or any third party.

All advertisements are subject to review by Expedia, and Expedia reserves the right to decline to publish, delay the publication of, or remove any advertisement, in its sole discretion, for any or no reason, and without liability to you or any other person. You agree that Expedia’s review of any advertisement shall not relieve

you of your responsibility to ensure compliance with all applicable laws, rules and regulations.

If you submit an advertisement that fails the Expedia review process, you will receive either a rejection notice, which will immediately terminate the ad run, or a warning, which will give you the opportunity to revise the advertisement. If, after a warning, you do not revise the advertisement to Expedia's satisfaction, Expedia will terminate the ad run. Expedia reserves the right, in its sole discretion, to make non-substantive edits to any ad, in order to correct misspellings, capitalization errors or minor Copy Guideline infringements.

You agree to indemnify and hold harmless Expedia, its related companies, and each such company's respective officers, directors, agents and employees, from and against any and all loss, liability and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings or suits based on or arising out of any advertisement submitted by you, including, without limitation, claims for deceptive advertising, defamation, violation of rights of publicity and/or privacy, or copyright or trademark infringement.

#### PAYMENT:

You may pay for the Service either with a valid credit card or through Expedia's Direct Bill Payment Method. All payments and bids may be in U.S. Dollars, Euros or British Pounds. If you fail to pay any amount that you owe for the Service, Expedia reserves the right to set off any such amount against any amounts owed to you under any other agreements you have with Expedia.

If you pay using a credit card, then:

- Use your credit card to deposit funds into your TravelAds account (minimum funding amounts apply). The amount in your account will be reduced for each click on your advertisement(s). The amount of the reduction will be determined by an auction model whereby you bid against other advertisers in the hotel's geographic region. The winning bid is determined at the time the advertisement is served, and the cost of the click is always one cent more than the next-highest bidder was willing to pay. For each click, you will never pay more than the maximum price you have set.
- You may add funds to your account at any time.
- You may request a refund of unused funds. Refunds are credited to the credit card account you used to pay.

- Funding expires one (1) year from the date it was requested. If you want to request unused funds, Expedia must receive your request prior to this expiration date. If it does not, then unused funds will not be refunded to you.

If you pay through the Direct Bill Payment Method, then

- Use the Direct Bill method to request funds for your TravelAds account (minimum funding amounts apply). Expedia will invoice you each month for the total amount of funds that you have requested in the preceding month. If you fail to pay the invoice within thirty (30) days of the invoice date, then Expedia reserves the right to put a hold on your account and to remove currently running advertisements and/or decline to accept newly submitted advertisements until you have paid in full. All unpaid fees shall accrue interest until paid at the rate of the lower of 1.5% per month or the legal maximum.
- The amount in your account will be reduced for each click on your advertisement(s). The amount of the reduction will be determined by an auction model whereby you bid against other advertisers in the hotel's geographic region. The winning bid is determined at the time the advertisement is served, and the cost of the click is always one cent more than the next-highest bidder was willing to pay. For each click, you will never pay more than the maximum price you have set.
- You may add funds to your account at any time.
- Once billed, unused funds are non-refundable.
- Funding expires one (1) year from the date it was requested. Unused funds will not be refunded to you.

Spending Caps: You may set a daily, weekly or monthly cap on your advertising spend through the Service. Once your spend has reached that cap, your account will be turned off until the next day, week or month, as applicable. However, because it is possible that your advertisements will continue to receive clicks after your account has been turned off, you will be charged for all such clicks. (This could occur, for example, when a customer leaves a browser window open and later returns to it and clicks on the advertisement for a since-shut-down account.)

Automatic Rebill: If you select this option, we will automatically fund your account when your account balance reaches \$100 (or another amount designated by you, if we make this an option). This means that:

- If you pay by credit card, we will automatically charge your card in the amount you have specified (funding minimums apply); or

- If you pay through the Direct Bill Payment Method, we will automatically bill you in the amount you have specified (funding minimums apply). In both cases, we will send you a confirmation of the charge by email.

Payment Collection: Koddi Inc., located at 2821 W 7th Suite 270, Fort Worth, TX 76012, collects payment on behalf of Expedia for the TravelAds service. If you use this service, you will be transacting with Koddi Inc., or its successor(s).

#### REPORTING:

Expedia will send you your choice of daily or weekly reports, which, for each account, will detail clicks, costs per click, click-through rate, total spend and transactional data for the relevant time period. Expedia TravelAds does not support third-party tracking.

#### YOUR CONDUCT:

You agree that you will make only good faith use of the Service. You also agree that you will not interfere with any other property's use of the Service, such as by repeatedly clicking on its ad(s). We consider this type of behavior to be click fraud. We monitor and investigate all suspicious Service activity.

#### OUR RIGHT TO TERMINATE YOUR USE OF THE SERVICE:

Expedia reserves the right in its sole discretion to suspend, terminate or restrict your use of the Service, without notice, for any or no reason, and without liability to you or any third party.

#### NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF DAMAGES:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY NATURE, AND EXPEDIA AND ITS RELATED COMPANIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL EXPEDIA OR ITS RELATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, AND THE LIKE, EVEN IF EXPEDIA OR ITS RELATED

COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXPEDIA OR ITS RELATED COMPANIES BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE TOTAL DOLLAR AMOUNT ACTUALLY RECEIVED BY EXPEDIA FROM YOU FOR THE ADVERTISEMENT AT ISSUE.

#### USE OF INFORMATION SUBMITTED:

You agree that we are free to use any comments, information or ideas that you submit to us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to modifying the Service and developing and marketing products and services.

#### ELECTRONIC NOTICES:

By using the Service, you agree to receive electronic communications from us. You agree that any notice or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### GENERAL PROVISIONS:

These Terms and Conditions set forth the entire understanding and agreement between you and us regarding the Service. Travelscape, LLC is the provider of the Service. These Terms and Conditions are governed by the laws of the State of Washington, USA. You consent to the exclusive jurisdiction and venue of courts in King County, Washington for all disputes arising out of or relating to the Service and these Terms and Conditions. The prevailing party in any dispute concerning the Service of these Terms and Conditions will be entitled to recover its reasonable attorneys' fees and costs. The parties agree that this agreement is deemed to have been made in the State of Washington, USA. No joint venture, partnership, employment, or agency relationship exists between you and Expedia. Expedia will not be deemed to have waived or modified any provision of these Terms and Conditions except by a writing signed by its duly authorized representative. You may not assign your rights hereunder to any third party unless Expedia expressly consents to such assignment in writing. If any provision of these Terms and Conditions is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. All notices to Expedia relating to any legal claims or

matters must be made in writing to Travelscape LLC d/b/a Expedia Media Solutions, c/o Expedia, Inc., 333 108th Avenue NE, Bellevue, WA 98004, Attention: General Counsel. If you have entered into a Non-Disclosure Agreement with Expedia, then the terms of such agreement will be deemed incorporated herein and these Terms and Conditions will be deemed Confidential Information as defined therein. If you have not entered into a Non-Disclosure Agreement with Expedia, then each party expressly undertakes to retain in confidence and to require its agents and contractors to retain in confidence all information and know-how transmitted to such party that the disclosing party has identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. Without limiting the foregoing, these Terms and Conditions will be considered confidential and will not be disclosed (except to either party's attorneys or accountants on a need-to-know basis) without the prior written consent of the other party. The parties acknowledge and agree that Expedia will archive an electronic copy of these fully executed Terms and Conditions, and further agree that any request made to Expedia for a copy of these Terms and Conditions will be fulfilled in electronic form