

AFFILIATE PARTNER TERMS AND CONDITIONS
(Reservations.com Affiliate Partner Network)

THESE TERMS AND CONDITIONS (“Terms and Conditions”) govern the relationship between you, as our Affiliate Partner, and Benjamin & Brothers, LLC d/b/a Reservations.com (“Reservations.com,” “us,” or “we”). By accessing our Affiliate Partner Network and/or accepting any Insertion Order (defined herein) with us, you agree to be bound by these Terms and Conditions.

The term “you” and its derivatives (e.g. your) means the Partner Affiliate in any given Insertion Order. **See 7(g) below regarding the representations of the person acting on behalf of the Partner Affiliate in accepting these Terms and Conditions and any Insertion Order, and the accompanying obligations and liability of any person making a false representation of authority herein.**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR RIGHTS, INCLUDING HAVING A SUBSTANTIAL IMPACT ON HOW CLAIMS THAT YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING WAIVER OF JURY TRIAL, MANDATORY ARBITRATION, AND WAIVER OF CLASS ACTION.

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Section 1 – The Basics of Being an Affiliate Partner

*(Though this Section is in Q & A format, it provides the binding terms of your relationship with us. **Please review this section carefully, along with the Definitions in Section 8, which specify how our affiliate partner process works.**)*

- (a) What is it the Reservations.com Affiliate Partner Network? Our Partner Network allows you, as our Affiliate Partner, to advertise certain Accommodations that we offer in exchange for a commission based on Completed Bookings, all subject to these Terms and Conditions.
- (b) What is an Insertion Order? An Insertion Order governs the specifics of your relationship with us as our affiliate.
- (c) How does the Affiliate Partner earn a Commission? You earn a commission (“Commission”) only on a Completed Booking of a Commissionable Accommodation attributed to you by the Tracking Method. You do not earn a commission for a Reserved Booking or for any Completed Booking of a Non-Commissionable Accommodation.

Example: *If a customer makes a Reserved Booking that is attributable to you (see 1(e) below), but the customer cancels the Reserved Booking before they use it, the Reserved Booking never becomes a Completed Booking and you do not get a commission for this transaction.*

Example: *If a customer makes a Reserved Booking for a Non-Commissionable Accommodation that is attributable to you (see 1(e) below), and the customer actually uses the Reserved Booking such that it becomes a Completed Booking, you do not get a commission for this transaction because the Accommodation was excluded as a Non-Commissionable Accommodation.*

- (d) How is Commission tracked? We will provide you with an embedded link or other method that you must use in order to receive a Commission. If you do not properly follow the Tracking Method we provide to you, we cannot track when customers come to us from you and we will not pay you any Commission.

Note: Tracking is accomplished through a cookie. If the customer clears their cookies, or switches devices, or takes any other action that affects cookies or tracking, we may not be able to track the customer to determine the referral source.

- (e) How does Reservations.com attribute a Reserved Booking to an Affiliate Partner? Attribution will be based on a "Last Click" basis, which means that, for a Reserved Booking made by a customer, the last referral source (whether you, us, or any other affiliate partner) directing the customer to our Site before the Reserved Booking is made will receive attribution for the Reserved Booking. Only one referral source, if any, will receive attribution for any given Reserved Booking. Of course, no Reserved Booking will be attributable to you if you fail to follow the Tracking Method. See 1(d) above. Likewise, attribution does not necessarily mean you will earn a Commission. See 1(c) above.

Example: *If you refer a new customer to our Site and they make a Reserved Booking, and you were the last referral source to direct the customer to our Site before they made their Reserved Booking, and the customer is not otherwise excluded from attribution (e.g. they are an R.Club member), you will receive attribution for this Reserved Booking. However, if there was some other referral source that referred the customer to our site after you referred the customer to our Site, but before the customer makes a Reserved Booking, the other referral source will receive attribution for this Reserved Booking.*

Example: *If you refer a new customer to our Site and they do not make a Reserved Booking, but they are later referred to our Site through our direct marketing and make a Reserved Booking, you will not receive attribution for this Reserved Booking.*

- (f) How is the Commission calculated? Your Commission is calculated as a percentage, as stated in the Insertion Order ("Commission Percentage"), of the Base Accommodation Price of the Completed Booking. Our systems, books, and records shall be considered as the conclusive, binding evidence of the information and amounts used to calculate the Commissions.
- (g) When is the Commission calculated? On or about the tenth (10th) day of each month (and if not a business day, the next business day immediately thereafter), we will calculate the Commissions earned during the prior month. Each period for which we calculate your Commissions is called a "Commission Period."

- (h) When are Commissions paid? For any given Commission Period in which your total earned Commissions equal or exceed \$500.00, we will pay your Commissions earned during that Commission Period on or before the fifteenth (15th) day (and if not a business day, the next business day immediately thereafter) following the conclusion of the Commission Period. In the event that your Commissions earned during any Commission Period do not equal or exceed \$500.00, then your Commissions will not be paid and will carry forward until a subsequent Commissions Period when your unpaid Commissions total at least \$500.00. You do not earn interest on earned Commissions not yet paid.
- (i) How are Commissions paid? All earned Commissions will be paid via ACH transfer using the ACH Instructions you provide in the Insertion Order. You will be responsible for any bank fees or charges incurred in connection with the payment of your Commissions. You are responsible for providing the ACH transfer information. If the ACH transfer information you provide is incorrect, the additional processing fees incurred will be deducted from your Commissions to be paid.
- (j) Can the Commissions be challenged? Yes, but you must adhere to the following procedure to properly make a challenge:
- (1) You must provide a written challenge to your Commissions stating the basis for your challenge;
 - (2) You must send your written challenge to us at the email address stated in the Insertion Order;
 - (3) You must send your written challenge to us on or before the thirtieth (30th) day after the date we sent you the report for the Commission Period in which the Completed Booking occurred.

If you fail to follow this procedure, we will deny your challenge. If you fail to timely submit your challenge under (3) above, your challenge will be barred.

If you timely submit a proper challenge, we will review it. We have thirty (30) days from the date that we receive your challenge to make a decision, in our sole discretion, as to whether to accept the challenge in full or with modifications, or to deny the challenge. Our decision in respect of any challenge is final.

- (k) Can Reservations.com adjust prior Commissions? Yes. If we determine, in our sole discretion, that we paid you a Commission erroneously and/or based on a Non-Commissionable Accommodation, an Adjustment Event, or other non-commissionable event ("Erroneous Commission"), we may set off the amount of the Erroneous Commission from any Commission to be paid to you. We will provide you with notice of the Erroneous Commission and the set off. In the event that there are no unpaid Commissions to set off the Erroneous Commission, then the Erroneous Commission owed will be carried forward to the next Commission Period. Alternatively, we will have the right to demand reimbursement of the Erroneous Commission from you and you will immediately reimburse the Erroneous Commission upon receipt of such written demand.

Also, any Reserved Booking and/or Completed Booking arising from or in any way related to fraud or fraudulent means (each a "Fraudulent Booking"), is not commissionable and your commission will be adjusted as if the Fraudulent Booking generated an Erroneous Commission. If we, in our sole discretion, believe that a Fraudulent Booking was caused directly or indirectly by you, we may suspend any Insertion Order with you and any payment due thereunder, and you will be liable to us for the entire amount of the Booking, which we may set off against any Commission to be paid to you and/or may be billed to you.

- (l) Is this relationship exclusive? No. We may have other advertising agreements with others and you may have other agreements with other advertisers.
- (m) Are taxes withheld from Commissions? No. You are solely responsible for payment any taxes that may be due in connection with the Commissions. In the event that we are legally required to withhold any taxes in connection with any payment to you, we will: (i) withhold the required amount from such payment, and (ii) pay such amount to the relevant authorities in accordance with any applicable laws, rules and regulations.

Section 2 – Term and Termination

The term of any given Insertion Order begins on the date you accept the Insertion Order (“Effective Date”) and ends one (1) year after the Effective Date. The Insertion Order renews automatically for one (1) year terms thereafter. However, either party may terminate an Insertion Order without penalty upon providing the other party with thirty (30) day’s written notice. If you terminate the Insertion Order, you forfeit all unpaid Commissions. If we terminate the Insertion Order, we will pay you all Commissions, subject to adjustments as provided in these Terms and Conditions, that you have earned through the last day before the Insertion Order terminates. These Terms and Conditions survive termination.

Section 3 – Advertising Obligations and Restrictions

- (a) Advertising Efforts. Subject to the restrictions and other provisions of this Agreement, you agree to use commercially reasonable efforts to customize your site(s) and/or platform(s), integrate the embedded link or other method (see Section 1(d) above) therein, and otherwise market our Site and the services we offer to generate as much traffic as possible to our Site.
- (b) Reservations.com’s Trademarks/Logos/Website/Domain. You may not use any of our trademarks, including Reservations.com, or any variations or misspellings thereof, in any keyword bidding or website domain/subdomain/display URL. You may not use any of our logos without prior written permission. For permission to use our logos and trademarks in print advertising please contact us at partners@reservations.com for approval. To the extent we grant you permission to use any of our trademarks and/or logos, we do so under a non-exclusive, royalty-free license which is immediately terminable by us at any time. You do not own any of our trademarks, logos, or other intellectual property. Your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) shall not use, and you shall not own, any domain/subdomain/display URL that is similar or confusingly similar to, as determined in our sole discretion, our site, our domains/subdomains/display URLs, or any of our brands and intellectual property. Your site(s) and/or platform(s) shall be sufficiently and substantially distinct, as determined by us in our sole discretion, from our Site, and you agree that:
 - i. the look and feel of your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) shall be sufficiently and substantially different from our Site, including in respect of the color scheme, the composition, the typefaces, the design and the layout (including the brand), the click buttons, boxes and banners and the available features (except those features reasonably required for you to perform your obligations under this these Terms and Conditions);
 - ii. any logo(s) used on your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) shall be sufficiently and substantially different from any of our logos (except for any logos, the use of which we have authorized in writing as provided in this Section (3)(c));
 - iii. you will not in any way imitate or copy our Site or any aspect of it;

- iv. you will not use any of the content on our Site for any purpose or in any manner and/or on or through any third party platform except as expressly provided for in these Terms and Conditions; and
 - v. you will promptly comply, at your own cost, with any reasonable request from us to make changes, alterations, and/or amendments to any aspect of your site(s) and/or platform(s) that is or can be regarded to be confusingly or significantly similar to any element of our Site.
- (c) Email Marketing. You shall not send unsolicited bulk email, “spam,” or otherwise engage in any unlawful marketing activities (as determined by us) in regards to any advertising under or relating to the Insertion Order. You shall comply with the CAN-SPAM Act in all email correspondence in regards to any emails you send to customers or potential customers under or relating to the Insertion Order. To the extent required by law, you shall obtain prior consent of any consumer before sending an email to that consumer.
- (d) Coupons and Promotional Codes. You may only use coupons and promotional codes that are provided exclusively through the affiliate program.
- (e) Acknowledging Commission Relationship. Except for content that is clearly labeled as advertising, or the context of the content would lead a reasonable person to believe the content is advertising, your content shall include a disclaimer to the effect of “[Your name or site] may receive compensation from Reservations.com if you book a reservation through this link.” You shall comply with all FTC laws, rules, and guidelines in respect of reviews and endorsements, and otherwise.
- (f) Accommodation Brands. You will not conduct, undertake, use, perform or exercise (or have or authorize third parties to conduct, undertake, use, perform or exercise) (a) paid search, SEM, or SEO activities, (b) any activity to unfairly influence the results of third party platforms, or (c) any other form of online targeted advertising (whether directly, indirectly, or via or through third party platforms) in respect of any Accommodation brand (including, but not limited to, any Accommodation name, trademark, logo) unless we or the owner of such Accommodation brand have given prior written consent to you for the use of that Accommodation brand, and you shall not otherwise infringe on any intellectual property rights of any provider of any Accommodation.
- (g) No Cloaking or Double Serving. You will not (directly or indirectly) make your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) available to the third party platforms with the intention or purpose of misleading, deceiving, tricking, or fooling human editors, computer search engine spiders, web-crawlers or search/metasearch engines (including any similar tools or engines) of third party platforms in order to give your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) a higher ranking or display when it would not otherwise be displayed or higher ranked if it would not have been using cloaking or any similar technique or method. Your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you) shall not be directly or indirectly linked to our site due to double serving or any similar technique or method or such other restrictions as set out in any spamming regulations. You will promptly adhere to, observe, and comply with any spamming regulations (and all reasonable requests made by us in this respect) in order to avoid any breach by us of such policies due to or in respect of your site(s) and/or platform(s) (including all sites and/or platforms directly or indirectly owned, controlled, or hosted by you). For the avoidance of doubt, you cannot enforce any rights in this respect towards or vis-à-vis us and you hereby waive all defenses and claims against us in this respect.

- (h) Other Restrictions. Your material, advertising, and/or content, whether online or otherwise, shall not: (1) be unlawful, harmful, threatening, harassing, defamatory, obscene, violent or that: promotes or depicts violence (i.e., murder, selling weapons, cruelty, abuse, etc.); (2) promote pornographic or sexually explicit materials; (3) promote discrimination based on gender, race, religion, nationality, disability, sexual orientation or age; (4) promote or offer peer to peer file sharing methodologies that may allow consumers to infringe the intellectual property rights of others; or (5) violate copyrights, trademarks, or any other intellectual property rights of others. Direct linking and/or use of an iFrame are not permitted, unless otherwise agreed in writing. The Insertion Order may provide for other restrictions on your advertising, which may include, for example, the requirement of negative keyword bidding, which you shall follow. You will not use, exploit, or otherwise employ, directly or indirectly, any third party platforms, to seek to avoid or circumvent its covenants, obligations or restrictions under these Terms and Conditions, and any Insertion Order, or those restrictions or covenants of which you could reasonably expect that any such actions fall under the scope of these Terms and Conditions, and any Insertion Order.

Section 4 – Indemnification

THIS SECTION 4 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY OF EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 4.

- (a) Your Indemnification of Us. You shall defend, indemnify, and hold harmless Reservations.com, and its officers, directors, employees, agents, successors and permitted assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under these Terms and Conditions, arising out of or resulting from any third-party claim alleging facts that, if true, would: (i) constitute a breach by you of the Terms and Conditions and/or any Insertion Order; (ii) constitute negligence or more culpable act or omission on your part in connection with the performance of your obligations under these Terms and Conditions or any Insertion Order, including, but not limited to, an error or omission in your content or interaction with a customer or potential customer; and/or (iii) constitute a tax liability arising out of these Terms and Conditions and any Insertion Order.
- (b) Our Indemnification of You. We shall defend, indemnify, and hold harmless you, and your officers, directors, employees, agents, successors and permitted assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under these Terms and Conditions, arising out of or resulting from any third-party claim alleging facts that, if true, would constitute a breach by us of the Terms and Conditions and/or any Insertion Order.
- (c) Indemnification Procedure. A party seeking indemnification under this Section 4 (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure and (b) reasonable cooperation in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle, or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

Section 5 – Dispute Resolution

THIS SECTION HAS A SIGNIFICANT IMPACT ON YOUR RIGHTS, ESPECIALLY WHEN IT COMES TO HOW DISPUTES BETWEEN YOU AND US GET RESOLVED. PLEASE READ THIS SECTION CAREFULLY.

- (a) Informal Resolution. You agree to first give us an opportunity to resolve any dispute, claim, or controversy arising out of or relating to these Terms and Conditions and any Insertion Order ("Claim") by contacting us at partners@reservations.com, with a copy to the Lead Contact stated in the Insertion Order, before taking any other action. If we are not able to resolve your Claim within sixty (60) calendar days after we receive written notice from you of your Claim, you may seek relief for your Claim through arbitration or small claims court, as detailed below.
- (b) Governing Law & Venue. These Terms and Conditions and any Insertion Order and the rights of the parties thereunder shall be governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of Florida, USA, exclusive of conflict or choice of law rules. You agree that unless otherwise mutually agreed by the parties in writing or as otherwise provided by the Mandatory Arbitration provision below, any Claim shall be brought in a court located in Orange County, Florida, USA.
- (c) Mandatory Arbitration. Any and all Claims will be resolved by binding arbitration, rather than in court, except that you may assert a Claim on an individual basis in small claims court if the Claim qualifies for small claims jurisdiction, which, in Orange County, Florida, USA, is a claim of \$5,000 or less, excluding costs, interest, and attorneys' fees. Binding arbitration also applies to Claims that arose before you accepted these Terms and Conditions, regardless of whether prior agreements with us required arbitration. Arbitration shall be conducted by the American Arbitration Association ("AAA") using its AAA Consumer Rules by an arbitrator knowledgeable in web-based and e-commerce disputes. Except as provided herein, the Rules will govern payment of all filing, administration and arbitrator fees.
- (d) Initiating Arbitration of Claim. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claim to:

Reservations.com c/o Benjamin & Brothers LLC
390 North Orange Avenue, Suite 1605
Orlando, FL 32801
ATTN: Reservations.com Legal – Arbitration Claims

If we request arbitration against you, we will give you notice at the email address or street address you have provided in the Insertion Order. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

- (e) Timing and Other Limitations. Unless otherwise prohibited by applicable law, any Claim must be filed within two (2) years from the date on which such Claim arose or accrued. All claims you bring against us must be resolved in accordance with this Dispute Resolution section. All claims filed or brought that are not in accordance with to this section shall be considered improperly filed. Should a claim be filed by either you or us in manner that is not in accordance with this section, the other party may seek to recover attorneys' fees and costs up to \$5,000.00, provided that the other party has been notified in writing of the improperly filed claim, received fourteen days to withdraw such claim, and fails to do so.
- (f) WAIVER OF CLASS RIGHT & JURY RIGHT. ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Section 6 – Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES UNDER THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING ANY OF THE FOREGOING OR THE OTHER TERMS AND CONDITIONS IN THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGE, OR LIABILITY ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (EXCEPT FOR ANY INDEMNIFICATION OBLIGATION OR ANY MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY) SHALL NOT EXCEED THE AMOUNT PAID BY US TO YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE APPLICABLE CAUSE OF ACTION AROSE.

Section 7 – Miscellaneous

- (a) We make no warranty or representation, express, general, limited or implied, (i) regarding the volume or amount of Commissions you will receive under the Insertion Order or any other results under the Insertion Order; (ii) as to the accuracy of every accommodation listing on our Site; or (iii) otherwise.
- (b) These Terms and Conditions, and any Insertion Order, is binding on the parties and their successors and assigns, and its provisions may only be waived or amended in writing signed by each party.
- (c) Within these Terms and Conditions, and any Insertion Order, the singular shall include the plural, and the plural shall include the singular.
- (d) These Terms and Conditions, together with the respective Insertion Order, represent the entire agreement between the parties with respect to the subject matter hereof. All previous oral or written communications, representations, or agreements are superseded by these Terms and Conditions and the respective Insertion Order.
- (e) In the event any term of these Terms and Conditions, together with the respective Insertion Order, is found by any court to be void or otherwise unenforceable, the remainder shall remain valid and enforceable as though such term were absent upon the date of its execution.
- (f) It is agreed that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- (g) **Representation of Authority:** If the Partner Affiliate is an entity and not a natural person, the person accepting these Terms and Conditions, and any Insertion Order, on behalf of the Partner Affiliate represents to Reservations.com that they: (i) are an officer and/or manager of the Partner Affiliate who can legally bind the Partner Affiliate to the Terms and Conditions and any given Insertion Order; or (ii) if they are not an officer or manager of the Partner Affiliate, they have received permission and authorization from an officer and/or manager of the Partner Affiliate to legally bind the Partner Affiliate to the Terms and Conditions and any given Insertion Order. If the Partner Affiliate is a natural person and the person accepting these Terms Conditions, and any Insertion Order, is not the Partner Affiliate, the person accepting these Terms and Conditions, and

any Insertion Order, on behalf of the Partner Affiliate represents to Reservations.com that they have received permission and authorization from the Partner Affiliate to act as an agent of the Partner Affiliate and can legally bind the Partner Affiliate. By accepting any payment from Reservations.com under any Insertion order, the Partner Affiliate is deemed to have ratified the acts of any of its agents in accepting these Terms and Conditions and any Insertion Order on behalf of the Partner Affiliate. **NOTWITHSTANDING THE FOREGOING, IF ANY REPRESENTATION HEREIN CONCERNING THE AUTHORITY TO ACT ON BEHALF OF THE PARTNER AFFILIATE IS UNTRUE, RESERVATIONS.COM MAY, IN ITS SOLE DISCRETION, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES IT MAY HAVE: (1) TREAT ANY INSERTION AS NULL AND VOID AND WITHHOLD ANY PAYMENT DUE TO THE PARTNER AFFILIATE THEREUNDER; AND/OR (2) ENFORCE ANY AND ALL OBLIGATIONS OF THE PARTNER AFFILIATE HEREUNDER AGAINST THE NATURAL PERSON PURPORTING TO ACT ON BEHALF OF THE PARTNER AFFILIATE AS IF THE NATURAL PERSON IS THE PARTNER AFFILIATE OR IS AN UNCONDITIONAL GUARANTOR OF THE PARTNER AFFILIATE'S OBLIGATIONS.**

Section 8 – Definitions

The following definitions apply to these Terms and Conditions and to any given Insertion Order:

- (a) Accommodation means a travel service (e.g. hotel room) that is offered for sale to customers on our Site.
- (b) Adjustment Event means any event that will adjust or affect any Completed Booking, including but not limited to cancelation, modification, refund, chargeback, credit card fraud, identity theft, breach of the Terms and Conditions, breach of the Insertion Order, or any illegal act in connection with a Reserved Booking.
- (c) Affiliate Partner means the entity or natural person listed as an Affiliate Partner in any given Insertion Order. The Affiliate Partner is a participant in our Affiliate Partner Network – the term does not mean that you are entering into a partnership or joint venture with us, nor should these Terms and Conditions be construed as such; you are not our agent and we are not yours; none of our employees are yours, and none of yours are ours.
- (d) Base Accommodation Price means the underlying reservation price of the Accommodation, excluding all taxes, estimated taxes, tax recovery charges, fees, service fees, travel insurance, and any other added charges.
- (e) Commission is as defined in Section 1(c).
- (f) Commission Percentage is as stated in the Insertion Order.
- (g) Commissionable Accommodation means a hotel Accommodation, including any resort, inn, villa, hostel, motel, etc., but excluding any Non-Commissionable Accommodation.
- (h) Completed Booking means a Reserved Booking for which the Accommodation has been paid for in full, has not been canceled, modified, and/or refunded in full or in part, and has been used in entirety (i.e. the customer paid for and stayed at the hotel they booked, and the customer has completed their stay at the hotel).
- (i) Non-Commissionable Accommodation means the following:
 - i. Any group reservation, including group reservations of any hotel Accommodation;

- ii. Any rental car Accommodation;
 - iii. Any Accommodation reserved through our call center;
 - iv. R.Club Exclusion. For any Reserved Booking made by a customer who, at the time the Reserved Booking is made, was an existing member of our R.Club loyalty program, such Reserved Booking is not commissionable, even if the Accommodation itself was a Commissionable Accommodation, and even if the Reserved Booking was attributable to you.
- (j) Reserved Booking means a reservation of an Accommodation that has been made by a customer on our Site.
- (k) Site means www.reservations.com and all of its accessible platforms (i.e. mobile).

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