

**Last revised June 17, 2024**

## **TERMS AND CONDITIONS FOR THE TRAVELADS SERVICE**

By participating in the Travelscape, LLC d/b/a Expedia Group 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, and your future use of the Service after the effective date of any such modification is subject to you accepting those updated Terms.

### **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 you are solely 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.

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 a warning which provides reasons for the failure. You will then have a reasonable opportunity to revise the advertisement. If, after a warning, you do not revise the advertisement to Expedia’s reasonable satisfaction, Expedia will remove the advertisement and your listing will continue to show without an advertisement. 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.

Images chosen beside your advertisement will be dynamically chosen from the images you provide to Expedia for your listing using an algorithm designed to choose the most impactful image for your advertisement at the time. By continuing to use the Service, you agree that the images for your advertisements will be chosen dynamically in this way. Expedia makes no representations or guarantees that dynamically chosen images will improve the performance of an advertisement or campaign. You may opt out of your advertisement images being chosen dynamically in this way at any time.

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, save to the extent that any such loss, liability or expense arises from the willful misconduct of Expedia, or any of its related companies, officers, directors, agents or employees.

## PAYMENT:

You may pay for the Service either with a valid credit card or through Expedia's Direct Bill Payment Method. Payments and bids may be in U.S. Dollars (USD), Euros (EUR), British Pounds (GBP), Canadian Dollars (CAD), Australian Dollars (AUD) or Japanese Yen (JPY). 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, however we will provide you with notice before doing so. Payments shall be paid to Expedia in cleared funds, without any deduction, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees, levy or withholdings of any kind required by applicable law. In the event the you are required to make such a deduction or withholding, in no event shall the amount paid to Expedia in connection with this Agreement be less than the amounts that Expedia would have received absent such deduction or withholding. All amounts payable or deemed to be payable by You to Expedia shall be exclusive of any Transaction Taxes.

"Transaction Taxes" means any sales, use, excise, value added, goods and services, consumption, or any similar Tax, charge, fee, duty, assessment or levy of any kind imposed by any Governmental Authority, including gross receipts Taxes that can be passed through to the consumer under applicable law and that are invoiced by Expedia to you; provided, however, Transaction Taxes excludes gross receipts Taxes that cannot be passed through to the consumer under applicable law (including, but not limited to, the business and occupation Taxes imposed by the State of Washington or any locality thereof. Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Agreement shall in each case be paid by You to Expedia or to the Governmental Authorities as required by applicable law, unless You provide Expedia any and all documents required by applicable law to qualify for an exception or exemption from the imposition of Transaction Taxes (e.g., exemption certificates). Where permitted by law, Expedia, in its sole discretion, shall invoice You for any Transaction Taxes payable to Expedia and may elect to invoice You for such Transaction Taxes subsequent to the performance of services.

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 based on competitiveness of your bid, ad relevance, and auction dynamics. 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.
- Unused funds expire one (1) year from last activity date. If you want to request unused funds, please request these from Expedia prior to the expiration date. We will refund unused funds to you on request.
- If you are bidding/paying in USD, CAD, or AUD you will be billed by Travelscape, LLC. If you are paying in EUR or GBP you will be billed by and remit to Travel Partner Exchange S.L. on behalf of Expedia Group Media Solutions. If you are paying in JPY you will be billed by and remit to Travel Partner Exchange Japan KK on behalf of Expedia Group Media Solutions.

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 time funds are added to your account. If you fail to pay any invoice within thirty (30) days of the invoice date, then Expedia reserves the right to put a hold on your account and remove currently running advertisements and/or decline to accept new advertisements until you have paid in full. All unpaid fees may 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 based on competitiveness of your bid, ad relevance, and auction dynamics. 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.
- Unused funds expire one (1) year from last activity date. Expired funds can be refunded on request by you.

**Spending Caps:** You may set a daily/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, as applicable.

**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).

**Monthly Invoicing:** If you are approved and enroll in Post Bill, we will automatically issue an invoice usually by the 2nd business day of the month, with instructions on how to remit payment. This means that:

- Expedia will invoice you based off clicks incurred in the prior month for each campaign under your specified billing account. If you fail to pay any invoice within thirty (30) days of the invoice date, then Expedia reserves the right to put a hold on your account and remove currently running advertisements and/or decline to accept new 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.
- Multiple months of outstanding invoices will result in a disqualification of eligibility for Post Bill Funds Transfer: The parties agree that if a transfer of funds across TravelAds accounts is requested, the request will be reviewed and approved at sole discretion of Expedia Group Media Solutions. The recipient of services agrees that their accounts are in good standing with no outstanding invoices.

#### CAMPAIGN MANAGEMENT:

Automated bidding is an optional feature provided by the Service that will automatically set bids based on a selected campaign goal or objective such as targeting return on ad spend or maximising clicks.

The Service will automatically set bids based on historical data such as historical return on ad spend or cost per click data and is subject to change.

You can opt in or opt out of available automated bidding strategies at any time. Upon opting out of a particular automated bidding strategy, you must either choose another automated bidding strategy or a manual bidding strategy. Please note it is possible that your advertisements will continue to receive clicks under a bidding strategy after you have opted out of it, and you will be charged for all such clicks.

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. We monitor and investigate all suspicious Service activity.

Opting in to an automated bidding strategy does not guarantee campaign performance in any way. Automated bids will be adjusted dynamically throughout the day without notice.

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

#### 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. All hotels in a competitive geographic region will be eligible for competitive insights reporting to the extent available. 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 misconduct, or 'click fraud'. We monitor and investigate all suspicious Service activity.

#### TERMINATION OF YOUR USE OF THE SERVICE:

Expedia does not guarantee the continuing availability of the Service and we may discontinue the Service at any time. Expedia reserves the right to immediately suspend, terminate or restrict your use of the Service, without notice, if we reasonably consider that you have breached these Terms and Conditions and an immediate suspension is necessary, including non-payment of invoices as above. If we do this, Expedia will notify you, providing reasons for the suspension. You will then have 7 days to respond and remedy the breach, if possible.

In all other cases, you or Expedia may terminate your use of the Service for any reason on 15 days' notice to the other party without liability to the other party, notwithstanding the above, this does not relieve the parties from any financial obligation to pay for services up to the date of termination.

Nothing in these Terms and Conditions limits, excludes or modifies any rights you have under local laws that cannot lawfully be limited, excluded or modified.

#### 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. In no event shall Expedia or its related companies be liable for any loss or claim (including 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, save to the extent that such loss or claim is caused by the willful misconduct of Expedia or its related companies.

#### 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 sent electronically to your identified recipient 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. Other representations we make to you are not part of these Terms and Conditions, however you may have other legal rights in relation to those representations.

Travelscape, LLC is the provider of the Service.

If this contract is formed in Australia and it is a consumer contract or a small business contract under the Australian Consumer Law, then these Terms and Conditions are governed by the laws of the State of New South Wales, Australia, and you consent to the exclusive jurisdiction of the courts of New South Wales, Australia.

Otherwise, 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.

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 Group Media Solutions, c/o Expedia, Inc., 1111 Expedia Group Way W, Seattle, WA 98119, Attention: General Counsel. If you have entered into a NonDisclosure 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.