

EXPEDIA INTERNET ADVERTISING TERMS AND CONDITIONS EXPEDIA GROUP AD BUILDER

These Terms and Conditions are based upon the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, modified to cover purchases of Internet advertising made directly by a contracting party ("Customer") from Travelscape LLC doing business as Expedia Group Media Solutions (hereinafter referred to as "Expedia").

This document, accepted and acknowledged electronically, represents the parties' common understanding for doing business.

By registering and using the Expedia Group Ad Builder platform (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 as 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.

I. AUTHORITY TO USE SERVICE

- a. 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 Customer identified in your registration.

II. DESCRIPTION OF SERVICE

- a. The Service platform is provided and developed by DanAds International AB ("hereinafter referred to as "DanAds Advertising Platform"). Expedia reserves the right to change the platform provider, developer, and capabilities at its sole discretion. Your continued use of the Service after any platform modification shall constitute as continued acceptance of these terms.
- b. The Service provides the ability for a Customer to create, pay for, and manage advertising campaigns to be served on Expedia Group brands, targeted to Expedia Group brand visitors ("Travelers").
- c. A Customer creates an advertising campaign on the Service ("Order"). The Order is a combination of *country point of sale* (example: Australia, Canada), *brand* (example: Expedia.com, Travelocity.com), *placement* (example: Native Marquee Card, Skyscraper 160x600), *targeting* (example: searched destination, family), *budget* (example: \$500 USD), and *timing* (example: October 1, 2020 to October 31, 2020).
- d. The combination of country point of sale and brand constitute a site ("Site"). Sites available include but are not limited to: Expedia.com, Expedia.com.au, Expedia.co.uk, Expedia.ca, Hotels.com, au.hotels.com, uk.hotels.com, ca.hotels.com, Orbitz.com, Travelocity.com.

III. AD PLACEMENT AND POSITIONING

- a. Service Delivery. Expedia will make all reasonable efforts to ensure the digital order, including all Ad placement restrictions, is delivered in accordance with the Order details.
- b. Changes to Sites and Technical Specifications. Sites and technical specifications, in their entirety, are provided during Order creation. Expedia will use commercially reasonable efforts to provide Partner at least 5 business days prior notification of any material changes to the Sites that would materially change the targeting or materially affect the placement of the Ad specified on the applicable Order. Should such a modification occur with or without notice, as Partner's sole remedy for such change, Partner may cancel the remainder of the affected placement without penalty within a 10-day period of the changes.

IV. PAYMENT TERMS

- a. Payment will be made to DanAds International AB in accordance with their Terms & Conditions. DanAds Terms & Conditions are available here: <https://danads.com/terms-conditions/>.
- b. You will be charged for all booked impressions for all ads paid for and scheduled in the Order. If all impressions fail to deliver per the Order, the value of undelivered impressions will be calculated and refunded. Refunds will only be issued after the last campaign end date of all ads that are part of the Order. In the case of ad cancellations, the refund will also be issued after the last campaign end date of all ads that are part of the booking. The full refund terms are available here: <https://danads.com/terms-conditions/>
- c. Please note that your payment card must be valid and available for the whole period for all ads in the Order as refunds can only be issued to the credit card used for the booking's payment.

V. REPORTING

- a. Expedia Reporting: Reporting is provided within and as part of the Service. Reports will be summarized by impressions, clicks, spend/cost for all Orders.
- b. Customer agrees to notify Expedia within sixty (60) days of receipt if reporting is incomplete or inaccurate. Expedia agrees to investigate and resolve reporting notices in a commercially reasonable timeframe.

VI. CANCELLATION AND TERMINATION

- a. Without Cause by **Customer**. Unless designated on the Order as non-cancellable, Customer may cancel the entire order, or any portion thereof, as follows, based on delivery:
 - a. 0% to 10% delivery: Refund of remaining 90% of Order value.
 - b. Greater than 10% delivery: Refund for remaining undelivered impressions.
- b. Without Cause by **Expedia**. Expedia may cancel the entire Order, or any portion thereof, without notice. If the order is cancelled by Expedia, a refund for remaining undelivered impressions will be provided.
- c. If either party terminates any order, Customer's sole remedy will be a refund of any pre-paid fees per sections VI.a and VI.b. Neither Expedia, nor any of its affiliates, will have any other liability of any nature to Customer.
- d. For Cause. Either Customer or Expedia may terminate an order at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Customer breaches its obligations by violating the same Policy three times (and such Policy was provided to Customer) and receives timely notice of each such breach, even if Customer cures such breaches, then Expedia may terminate the order or placements associated with such breach upon written notice. If Customer does not cure a violation of a Policy within the applicable 10- day cure period after written notice, where such Policy had been provided by Expedia to Customer, then Expedia may terminate the order and/or placements associated with such breach upon written notice.

VII. DELIVERY

- a. Under-delivery. Customer will have the ability to monitor delivery within the Service. Expedia does not have any responsibility to monitor delivery or provide remedy for or notice of under-delivery.

VIII. **FORCE MAJEURE**

- a. Generally. Excluding payment obligations, neither Customer nor Expedia will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("Force Majeure event").
- b. Cancellation. If a Force Majeure event has continued for five (5) business days, Expedia and/or Customer has the right to cancel the remainder of the order without penalty.

IX. **AD MATERIALS**

- a. Submission. Customer will submit Advertising Materials in accordance with Expedia' then-existing Policies (<https://advertising.expedia.com/tools/policies-guidelines/>).
- b. Approvals. Expedia reviews all Advertising Material prior to Order execution. If Advertising Material does not meet the terms of this agreement, Expedia will notify the Customer to remedy. No impressions will be delivered until Expedia has approved the Order's Advertising Material.
- c. Paused Creative. If Customer requests to pause a campaign at any point during the term of the Order, the Order details are subject to change or cancellation based upon availability at the time of resumption of the campaign, in Expedia's sole discretion. Expedia will notify Customer either electronically or in writing as soon as possible if Expedia believes that any such change or cancellation may occur.
- d. Compliance. Expedia reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Expedia' sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial, legal, or administrative order. In addition, Expedia reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Expedia or any of its Affiliates (as defined below), provided that if Expedia has reviewed and approved such Ads prior to their use on the Site, Expedia will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Customer.
- e. No Modification. Expedia will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Customer's approval. Expedia will use all Ads in strict compliance with these Terms and any written instructions provided on the order.
- f. Trademark Usage. Neither Expedia nor Customer will use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an order without the other's prior written approval.
- g. Pixel Placement. If Advertiser or Agency is permitted to collect any information from users of any website of Media Company through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Advertiser shall provide Media Company with prior written notice of all information collected by the Advertiser Tag, (b) Advertiser shall not, without Media Company's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the

Ads under this IO including but not limited to the delivery of ads for third parties; or (ii) share any information collected through the Advertiser Tags with any third party, and (c) Media Company may remove Advertiser Tags at any time in its sole discretion.

X. NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

- a. **Definitions and Obligations.** “Confidential Information” will include (i) all information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing party (“Discloser”) when given to the receiving party (“Recipient”); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser’s contribution to order Details (as defined below) shall be considered such Discloser’s Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser’s Confidential Information other than as provided for on the order.
- b. **Exceptions.** Notwithstanding anything contained herein to the contrary, the term “Confidential Information” will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient’s possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.
- c. **Additional Definitions.** As used herein the following terms shall have the following definitions:
 - i. “User Volunteered Data” is personally identifiable information collected from individual users by Expedia during delivery of an Ad pursuant to the order, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Customer.
 - ii. “Performance Data” is data regarding a campaign gathered during delivery of an Ad pursuant to the order (e.g., number of impressions, interactions, and header information), but excluding Site Data or order Details.
 - iii. “Site Data” is any data that is (A) preexisting Expedia data used by Expedia pursuant to the order; (B) gathered pursuant to the order during delivery of an Ad that identifies or allows identification of Expedia, Expedia’ Site, brand, content, context, or users as such; or (C) entered by users on any Expedia Site other than User Volunteered Data.
 - iv. “Collected Data” consists of order Details, Performance Data, and Site Data.
 - v. “Repurposing” means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the order.
 - vi. “Aggregated” means a form in which data gathered under an order is combined with data from numerous campaigns of numerous Customers and precludes identification, directly or indirectly, of a Customer.
- d. **Use of Collected Data.**
 - i. Unless otherwise authorized by Expedia, Customer will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so

long as it is not joined with any order Details or Site Data; (B) disclose order Details of Expedia or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).

- ii. Unless otherwise authorized by Customer, Expedia will not: (A) use or disclose order Details of Customer, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the order, compensating data providers in a way that precludes identification of the Customer, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the order.
- iii. Customer and Expedia (each a "Transferring Party") will require any Third Party or Affiliate used by the Transferring Party in performance of the order on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the order.
- iv. User Volunteered Data. All User Volunteered Data is the property of Customer, is subject to the Customer's posted privacy policy, and is considered Confidential Information of Customer. Any other use of such information will be set forth on the order and signed by both parties.
- e. Compliance with Law. Customer and Expedia will always comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the order.

XI. MISCELLANEOUS

- a. Necessary Rights. Expedia represents and warrants that Expedia has all necessary permits, licenses, and clearances to sell the Deliverables specified on the order subject to these Terms. Customer represents and warrants that Customer has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the order and subject to these Terms, including any applicable Policies.
- b. Assignment. Customer may not resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Expedia's prior written approval will be null and void. All terms and conditions in these Terms and each order will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.
- c. Changes to Standard Terms and Conditions. Expedia reserves the right to change these Standard Terms and Conditions at any time, at its sole discretion and without notice.
- d. Conflicts; Governing Law; Arbitration; Amendment. In the event of any inconsistency between the terms of an order and these Terms, the terms of the order will prevail. All Orders will be governed by the laws of the State of Washington. Expedia and Customer agree that any and all claims, legal proceedings, or litigation ("Claims") arising in connection with the order (including these Terms) will be resolved by binding arbitration, rather than in court, except that Expedia and Customer may assert Claims on an individual basis in small claims court if they qualify. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- e. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Expedia and Customer will be sent to the contact as noted on the order with a copy to the Legal Department. All notices to Customer will be sent to the address specified on the order.

- f. Headings. Section or paragraph headings used in these Terms are for reference purposes only and should not be used in the interpretation hereof.
- g. No representations or warranties; limitation of damages:
 - i. 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 received by Expedia from you for the advertisement at issue.