

Viator Partner Program

General Terms

Welcome to the **Viator Partner Program**, an online portal and program offering a suite of optional business services (“**Services**”) including but not limited to the Viator Agent Program and the Viator Affiliate Program.

This Agreement contains the terms and conditions that govern your access to and use of the Services through a particular account and is an agreement between you or the business you represent (as provided in the sign-up process and as set out in the Account Information section of the Viator Partner Program platform) and Viator, Inc. (the “**Agreement**”). By registering for or using the Services, you (on behalf of yourself or the business you represent) agree to be bound by the terms of this Agreement, including the Service terms and applicable policies for each Service you register for or use (each, a set of “**Service Terms**”).

If you are collaborating with Viator pursuant to a commercial arrangement not described in Sections A or B of this Agreement (for example, Viator’s merchant partner or technology integrator models), the contractual terms that relate to such arrangement will be separately agreed between you and Viator, and those separately-agreed contractual terms will prevail over any conflicting terms in this Agreement.

As used in this Agreement, “we”, “us” and “Viator” means Viator, Inc., a Delaware corporation, with its principal place of business at 400 1st Avenue, Needham, MA 02494, USA, and “you” means the person (if registering for or using a Service as an individual), or the business the person is employed by or represents (if registering for or using a Service on behalf of a business).

Capitalized terms have the meanings listed in the Definitions section below. If there is any conflict between these General Terms and the applicable Service Terms, the Service Terms will govern.

The version of this Agreement in English is the definitive legal version. Any translated versions are available for ease of reference only.

1. Registration

To start using a Service, you must complete the registration process for one or more of the Services by providing all of the required information within the Account Information section of the Viator Partner Program platform. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law. Before you can begin to access or use any of the Services, you must provide us with certain mandatory pieces of information, including but not limited to your legal name (and/or that of your business), address, telephone number, website address (if applicable) and e-mail address. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

2. Term/termination

The term of this Agreement will start on the date of your completed registration of a Viator Partner Program account (“**Viator Partner Program Account**”) and shall continue until terminated

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by us or you as provided below (the “Term”). We may terminate or suspend this Agreement or any Service immediately by notice to you for any reason at any time, including if we have reason to believe you have breached any term thereof. You may terminate this Agreement or any Service for any reason at any time by the means then specified by us. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly stated. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 4 - 9, and 15 - 19 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination. For the avoidance of doubt, if Viator terminates this Agreement, you shall not be permitted to open a new Viator Partner Program Account. If after such termination you still hold one or more additional Viator Partner Program Accounts, or you successfully open a new Viator Partner Program Account (including where any such account may be in a different name but with common identifying details), Viator reserves the right to terminate such account with immediate effect. For the avoidance of doubt, after termination, any attempt to open a new account by or on behalf of you and/or your business is strictly prohibited.

3. Intellectual Property; Content

- 3.1** You agree and acknowledge that the Customer Information, the Viator Marketplace, the Travel Product Information, the Travel Product Links, the Viator APIs, and all information, technology and materials related thereto, and intellectual property rights therein and thereto, are the sole property of Viator or its licensors, and you may not display, use or reproduce such materials, technology and information for any purpose, other than as expressly set forth in this Agreement.
- 3.2** If a license is granted to you under a set of Service Terms, you may offer and make available for purchase all or some of the Travel Products, but must display all Travel Product Information provided by Viator with respect to any Travel Product displayed or otherwise promoted by you. You may not add to, enhance, supplement, alter, modify or amend the Travel Product Information in whole or in part without Viator's prior consent. You will promptly correct any errors or inaccuracies of which Viator notifies you. You may not systematically analyze or extract information (including guest reviews) from the Viator Marketplace or Agent Marketplace, and shall not copy, in whole or in part, the look and feel or content of the Viator Marketplace or Agent Marketplace, except as permitted under this Agreement, or otherwise authorized by Viator in writing. You shall make all Travel Product Information non-indexable by search engines.
- 3.3** Viator may make certain Participation Data available to you from time to time. You may display and/or distribute such Participation Data within your organization for internal business purposes only. No other internal or external distribution of any of the Participation Data is permitted. You acknowledge that you will not acquire any proprietary rights (including copyright and any other intellectual property rights) in the Participation Data and/or any of the Services, all of which shall be retained by Viator.
- 3.4** Unless otherwise stated in the Service Terms, all licenses granted to you are personal to you and you may not assign, mortgage, charge or grant any liens or other rights in or to the licensed rights or otherwise transfer or sublicense the licensed rights without the prior written consent of Viator.
- 3.5** You agree and acknowledge that all requests to purchase a Travel Product are subject to acceptance by Viator, in accordance with the terms and conditions specified on the Viator Marketplace or Agent Marketplace. Travel Products are subject to cancellation, restrictions and

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penalties, which vary and are detailed in the Travel Product Information for each Travel Product.

- 3.6** You will not register any domain name(s) containing the word Viator (or any similar misspelling of) nor contain any words relating to Viator. You are not authorized (directly or indirectly) to purchase, acquire, use or integrate trademarked terms or keywords (including variations and misspellings) that are identical or strikingly similar to those used by the other party or affiliates, or any related internet-domain names in association with advertising through paid search entries or other forms of online-advertising on platforms of third parties. Without prejudice to the generality of the foregoing, you are not permitted to engage in any use of Viator's name or brand, including but not limited to use in any keyword brand bidding and/or the practice generally known as 'ad hijacking'.
- 3.7** Each party grants to the other party the right to display that party's names, logos, marks and trademarks only for the purpose of advertising the distribution partnership as permitted hereunder, identifying the source of the Travel Product Information and the parties' responsibility for Customer service, or for similar commercially reasonable purposes. Notwithstanding the foregoing, you will submit to us all proposed uses of our names, logos, marks and/or trademarks, and will not publish or otherwise engage in any use the same without our prior written consent.
- 3.8** You acknowledge and agree that Viator's and its affiliated websites may implement mechanisms that allow Customers to rate and provide feedback, reviews and commentary regarding the Travel Products, and agree that all such ratings, feedback, reviews and commentary are (as between the parties) owned by Viator.
- 3.9** You shall enact and display on all Partner Sites at all times during the Term a notice and takedown procedure ("**NTP**"). Your NTP must require that a notification of claimed infringement be a written communication provided to (a) your designated agent (referred to further in Section 3.9), to the extent that any Partner Site is hosted in the US, and/or to (b) you directly, to the extent that any Partner Site is hosted outside the US. Your NTP must also require that such written communication contains all of the minimum requirements set out in applicable law (including but not limited to the Digital Millennium Copyright Act of 1998 ("**DMCA**"), and the Electronic Commerce Directive 2000, as implemented).
- 3.10** In respect of any Partner Site hosted in the US, you shall:
- (a)** designate an agent for service of copyright claims (i) on such Partner Site(s) and (ii) in an online filing with U.S. Copyright Office; and
 - (b)** write, adopt, and post on each such Partner Site a "repeat infringer policy", in accordance with the requirements of the DMCA.
- 3.11** If at any time you receive a legal complaint regarding a picture or text that has been provided by Viator, you shall immediately (a) notify Viator of the existence and detail of such complaint by e-mail to ta-copyright@tripadvisor.com, and (b) promptly provide all relevant information and assistance regarding the claim to Viator as may be requested.

4. Representations

- 4.1** You represent and warrant to us that: (a) you have full power and authority to execute and deliver this Agreement, and have all licenses, authorizations, consents, approvals and permits

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required by all applicable laws and regulations in order to perform your obligations and exercise your rights hereunder, and (b) you shall comply with all applicable international, federal, state and local laws and regulations (including but not limited to consumer protection and data privacy laws). If you are using the Services as a corporate entity, you further represent and warrant that such entity is duly organized and validly existing in accordance with the laws of the state (or country) of its incorporation, that it has full corporate power and authority to execute and deliver this Agreement and has all licenses, authorizations, consents, approvals and permits required by all applicable laws and regulations in order to perform its obligations hereunder. You agree that you will not do or omit to do any act that, in Viator's sole opinion, may be likely to cause Viator or the Viator Marketplace or Agent Marketplace to be disparaged, defamed, discredited or brought into disrepute. Without prejudice to the generality of the foregoing, you shall not either directly or indirectly: (a) publish or otherwise distribute any unauthorized, fake, fraudulent or misleading coupons, promotional codes, discounts or deals, and/or (b) do or attempt to do anything that may mislead or confuse a consumer in respect of any Travel Product (including but not limited to its price and/or availability), Supplier, and/or Viator's business.

- 4.2** Each party represents and warrants that (a) this Agreement constitutes a legal, valid and binding obligation upon it, enforceable in accordance with its terms by appropriate legal remedy; and that (b) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or other agency having jurisdiction over it.

5. Indemnification

You will indemnify and hold harmless, and at Viator's request defend, Viator (including without limitation all companies in the Viator group and Viator's affiliates) and any of their respective directors, officers, employees, agents, suppliers, licensors, vendors, distributors and service providers (each a "**Viator Indemnified Party**") from and against any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses, and costs (including attorneys' fees and court costs) incurred or suffered by a Viator Indemnified Party in connection with (a) any breach or alleged breach of this Agreement; (b) violation by you of any applicable laws, regulations or standards; or (c) your negligence or willful misconduct.

6. Disclaimer

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, VIATOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE TRAVEL PRODUCTS, TRAVEL PRODUCT INFORMATION, TRAVEL PRODUCT LINKS, VIATOR MARKETPLACE, AGENT MARKETPLACE OR OTHER SUBJECT MATTER UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. VIATOR DOES NOT GUARANTEE THAT THE TRAVEL PRODUCT INFORMATION, TRAVEL PRODUCT LINKS, REFERRAL LINKS, VIATOR APIS, PARTICIPATION DATA, VIATOR MARKETPLACE OR AGENT MARKETPLACE WILL BE ALWAYS AVAILABLE, ACCESSIBLE, TIMELY, OR ERROR-FREE. VIATOR MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION AS TO THE AMOUNT OF COMMISSION THAT MAY BE GENERATED BY YOU PURSUANT TO THIS AGREEMENT.

7. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR LOSS OF PROFITS, OR COSTS TO PROCURE SUBSTITUTE GOODS, EVEN IF ADVISED OF THE RISK OF THE LOSS OR DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY TO YOU WILL NOT EXCEED \$10,000. NONE OF THE FOREGOING LIMITATIONS SHALL APPLY TO YOUR BREACH OF SECTIONS 8, 9 OR THE TERMS OF ANY LICENSE, YOUR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR LIABILITY ARISING FROM YOUR FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS OR STANDARDS, FOR WHICH LIABILITY SHALL IN EACH CASE BE UNLIMITED.

8. Confidentiality

During the course of your use of the Services, you may receive confidential and/or proprietary information relating to us, our corporate group, and/or to the Services that is not known to the general public (including, without limitation, all information pertaining to Commissions, the Viator Marketplace, the Agent Marketplace, and the terms of this Agreement) ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain Viator's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement.

9. Privacy; Data Security.

9.1 Each party shall ensure that any collection, use and disclosure of Customer Information obtained by such party pursuant to this Agreement complies with Data Protection Laws. Neither party shall send any unsolicited commercial email or other online communication (e.g., "spam") to Customers. You shall take all appropriate measures to secure the confidentiality of Customer Information in your possession and to protect such Customer Information from unauthorized use or disclosure. If either party shares any personal data (whether Customer Information or otherwise) with the other party pursuant to this Agreement, the following terms shall apply:

9.2 Each party shall only process the personal data in accordance with the Data Protection Laws, including:

- (a)** process the personal data lawfully, fairly and in a transparent manner in relation to the data subjects;
- (b)** treat the personal data as confidential and ensure that its employees will treat the personal data as confidential;
- (c)** only process the personal data for limited and specified purposes;

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- (d)** not retain the personal data for longer than is necessary to carry out the purposes for which it has obtained the personal data; and
 - (e)** implement appropriate security measures to protect the personal data, including appropriate technical and organisational measures, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage, including inter alia: (i) the pseudonymisation and encryption of the personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 9.3** Where either party becomes aware of inaccuracies of the personal data received from the other party, it will notify the other party thereof.
- 9.4** Each party may transfer the personal data outside the European Economic Area if it complies with the provisions of the Data Protection Laws on the transfer of personal data to third countries.
- 9.5** Each party will hold the other party harmless of any claims, damages, penalties and any costs or fees, of whatever nature incurred by the party or for which the party may become liable due to any failure by the other party or its employees or agents to comply with any of its obligations under this Section 9, or any Data Protection Laws.
- 9.6** If (a) Viator grants you a license to use the Booking & Payment APIs; or (b) Cardholder Data is otherwise transferred from your Partner Site to Viator; or (c) you obtain, use, transmit or otherwise store Cardholder Data pursuant to this Agreement, you shall comply with the following data security requirements:
 - (i)** You represent and warrant that your payment processing practices comply with PCI DSS requirements during the Term.
 - (ii)** You shall maintain security procedures to protect Cardholder Data in compliance with PCI DSS.
 - (iii)** You will ensure the security and integrity of the acquisition, use, transmission and storage of such Cardholder Data and will abide by applicable laws and regulations regarding the confidentiality, use and disclosure of such Cardholder Data.
 - (iv)** You shall notify Viator immediately if you determine that you are not compliant with PCI DSS, or you are notified by a Qualified Security Assessor (QSA) that you are not so compliant.
 - (v)** You shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Cardholder Data. In the event of a breach of any of your data security obligations herein or other event requiring notification under applicable law, you agree to assume responsibility for informing all such individuals in accordance with applicable law.
 - (vi)** You shall notify Viator as soon as reasonably possible in the event of unauthorized release of Cardholder Data, within 72 hours of determining that a breach has occurred.
 - (vii)** You shall immediately remedy any security breach and prevent any further security breach at your own expense in accordance with applicable privacy rights, laws, regulations and standards.

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- (viii) Upon Viator's request, you shall provide evidence that you are compliant with PCI DSS, and that you have established and maintain technical and organizational security measures governing the processing of Cardholder Data and other Customer Information. You will promptly correct deficiencies in the technical and organizational security measures identified by Viator.
10. **Payments.** Payment of Commissions made under this Agreement may be made by Viator, and/or by other members of Viator's corporate group, including but not limited to Viator Limited, Viator Systems Pty Limited, and Owl Payments Limited.
11. **Force majeure.** We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.
12. **Entire Agreement; Modifications; Waivers.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, arrangements and understandings between the parties with respect to such subject matter. We may amend any of the terms and conditions contained in this Agreement (including any of the Service Terms) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the Viator Partner Program platform or otherwise upon notification to you by any means, and you are responsible for reviewing and informing yourself of all applicable changes or notices. YOUR CONTINUED USE OF ANY SERVICE AFTER VIATOR'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. In no event will a waiver of any right hereunder constitute the waiver of the right in a future instance unless the waiver so specifies in writing. Any modification, amendment, or waiver effected in accordance with this Section shall be binding upon each of the Parties, and each of their respective successors and assigns.
13. **No Assignment.** You may not assign this Agreement in whole or in part or delegate any of its right or obligations hereunder without Viator's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
14. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law the parties agree to renegotiate the provision in good faith. In the event the parties cannot reach a mutually agreeable and enforceable replacement for the provision, then: (i) the provision shall be excluded from this Agreement; (ii) the balance of this Agreement shall be interpreted as if the provision were so excluded; and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
15. **Publicity.** You may not issue a press release, advertisement or public statement concerning the existence or contents of this Agreement or the relationship of the parties without the prior written consent of Viator. Notwithstanding the foregoing, Viator may issue a press release, advertisement or public statement referencing you as a member of the Viator Partner Program (or user of any of the Services).

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- 16. Relationship of the Parties.** The relationship created by this Agreement is solely that of independent contractors and the parties hereby acknowledge and agree that nothing in this Agreement will be deemed to constitute either party as an employee or an agent of the other party. This Agreement will not be construed as constituting a partnership or create any other form of joint venture. Neither party will have any power or express or implied authorization to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.
- 17. Notices.** Unless otherwise provided herein, all notices under this Agreement from you to Viator shall be in writing and shall be delivered to the address set forth below, and such notices shall be deemed to have been given upon receipt. Notwithstanding the foregoing, Viator may provide notices to you via email or by other online messaging tools in connection with amendments to this Agreement or otherwise (with such notices deemed to have been given upon sending/posting):

Viator, Inc.
Attn: Legal Department
400 1st Avenue
Needham, MA 02494

- 18. Dispute Resolution.** Any controversy, claim or dispute arising out of or relating to this Agreement, or the obligation of a party hereunder will be settled exclusively in accordance with Section 18 and 19, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The English language version of this Agreement shall govern and all proceedings conducted shall be conducted in English.
- 19. Governing Law and Jurisdiction.** This Agreement and the rights and obligations of the parties will be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. You hereby consent to the exclusive jurisdiction and venue of courts located in Boston, Massachusetts, USA.
- 20. General Terms Definitions**
- 20.1** “**Agent Marketplace**” means Viator’s booking platform for use by Agents (as defined in the applicable Service Terms), which may be accessible via travelagents.viator.com or such other URL that Viator may update it to from time to time.
- 20.2** “**Booking & Payment APIs**” means one or more of the Viator APIs that are designed to transmit Cardholder Data to Viator for the purposes of Viator’s facilitation of a Reservation.
- 20.3** “**Commission**” means the commission payable by Viator to you as further described in the applicable Service Terms.
- 20.4** “**Commission Rate**” means the percentage rate of Commission either as set forth in the applicable Service Terms, or as otherwise specified in your Viator Partner Program Account.
- 20.5** “**Customer**” means a person who purchases a Travel Product pursuant to the applicable Service Terms.

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- 20.6** “**Customer Information**” means personally identifiable information of individual Customers, including name, address, phone number, e-mail address, date of birth, social security number, Cardholder Data, driver's license number, account numbers, PINs and/or passwords, and any other information that could reasonably identify a person or entity.
- 20.7** “**Cardholder Data**” means payment cardholder data of a Customer or any other person.
- 20.8** “**Data Protection Laws**” means all applicable laws, regulations and standards relating to data protection and privacy, including but not limited to Regulation (EU) 2016/679.
- 20.9** “**End User**” means a person who uses a Partner Site.
- 20.10** “**Minimum Payment Threshold**” means fifty United States dollars (US\$50.00).
- 20.11** “**Participation Data**” means any information, analytics, content and/or intelligence that is made available to you through your use of the Viator Partner Program.
- 20.12** “**Partner Site**” means any website, platform, channel and/or application owned, operated and maintained by you.
- 20.13** “**PCI DSS**” means Payment Card Industry Data Security Standard (v3.0 or successor version).
- 20.14** “**Reservation**” means the purchase of a Travel Product by a Customer.
- 20.15** “**Retail Rate**” means the rate for retail sale of a Travel Product to a Customer via the Viator Marketplace.
- 20.16** “**Supplier**” means the third-party provider of a Travel Product.
- 20.17** “**Travel Product**” means a travel- and/or tourism-related tour, excursion, activity, venue, ticket, experience and/or related service.
- 20.18** “**Travel Product Information**” means any information related to a Travel Product provided to you by Viator under this Agreement.
- 20.19** “**Undesirable Material**” means any material that a reasonable person may regard as offensive or that is illegal including, but not limited to defamatory or potentially defamatory, abusive or indecent material, expressions of bigotry, racism, sexism, ageism, hatred or profanity, information about illegal activities, material promoting harm or injury to any group or individual, any material likely to breach confidence, copyright, privacy and other rights and/or any material that is defined as prohibited content or potentially prohibited content or is illegal content under applicable laws in any jurisdiction.
- 20.20** “**Viator Marketplace**” means the online marketplace operated by Viator on which Travel Products are marketed and made available to purchase.
- 20.21** “**Viator Terms and Conditions**” means the terms and conditions hosted at <https://www.viator.com/support/termsAndConditions> or via such other link as Viator may determine on the Viator Marketplace or Agent Marketplace.

[A] VIATOR AGENT PROGRAM SERVICE TERMS

The Viator Agent Program is a Service that enables Agents (as defined in these Service Terms) to access the Agent Marketplace for the purpose of purchasing Travel Products on behalf of Customers, and/or of sending Referral Links to Customers to facilitate their purchases on the Viator Marketplace, and to earn Commissions from Viator.

These Service Terms are part of the Viator Partner Program Agreement but, unless specifically provided otherwise, concern and apply only to your participation in the Viator Agent Program. Unless defined in these Service Terms, all capitalized terms have the meanings given to them in the Viator Partner Program Agreement.

A-1 Sponsoring Agents, Affiliated Agents and Unaffiliated Agents.

A-1.1 Overview. There are three categories of Agents permitted by Viator to participate in the Viator Agent Program: Sponsoring Agents, Affiliated Agents and Unaffiliated Agents. If Viator authorizes you to permit Affiliated Agents to process Transactions under your Viator Partner Program Account, then you are a Sponsoring Agent. If you have been invited by a Sponsoring Agent to register for use of the Agent Marketplace and/or are authorized by a Sponsoring Agent to process Transactions on their Agent Marketplace account, then you are an Affiliated Agent. If neither of the foregoing categories apply to you, then you are an Unaffiliated Agent.

A-1.2 Provisions Applicable Only to Sponsoring Agents. If you are a Sponsoring Agent, then you agree to the following:

A-1.2.1 Use of Your Agent Marketplace Account. You are responsible for any use of your Agent Marketplace account, including with respect to any access or use of your account by your Affiliated Agents.

A-1.2.2 Commercial Terms and Commissions. You are also solely responsible for determining any commercial terms between you and your Affiliated Agents with respect to Transactions processed by such Affiliated Agents under your Agent Marketplace account, including the amount of and payment terms applicable to commissions or other fees, if any. Affiliated Agents shall look solely to you, and not Viator, for any payments related to Transactions processed under your Agent Marketplace account.

A-1.3 Provisions Applicable Only to Affiliated Agents. If you are an Affiliated Agent, then you agree to the following:

A-1.3.1 Use of Sponsoring Agent's Agent Marketplace Account. Your use of your Sponsoring Agent's Agent Marketplace account is subject to (a) your Sponsoring Agent's continuing authorization, (b) your Sponsoring Agent's continuing good standing under the Viator Agent Partner Program, and (c) your compliance with the terms of this Agreement. You acknowledge and agree that your access to your Sponsoring Agent's Agent Marketplace Account may be rescinded by your Sponsoring Agent at any time, in their sole discretion.

A-1.3.2 Commercial Terms and Commissions. You are solely responsible for determining any commercial terms between you and your Sponsoring Agent with respect to Transactions processed by you under their Agent Marketplace account, including the amount of and payment terms applicable

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to commissions or other fees, if any. You shall look solely to your Sponsoring Agent, and not Viator, for any payments related to Transactions processed by you under your Sponsoring Agent's Agent Marketplace account.

A-1.3.3 Provisions Inapplicable to Affiliated Agents. The following provisions of this Agreement are inapplicable to you: A-6 (Commissions; Payment), and A-9 (Insurance). You acknowledge and agree that the remaining provisions of this Agreement are applicable to you.

A-2 Referral Links

A-2.1 Viator may make Referral Links available to you for use as described in this Agreement. You shall not modify the Referral Links in any way. Viator shall not be responsible for errors that occur in the tracking of Referred Transactions if you have made, or caused, any such modification. You acknowledge and agree that it is your responsibility to properly format all Referral Links.

A-2.2 You shall only post or share Referral Links on your own website and/or social media pages/feeds controlled by you. You may use Referral Links within e-mails, but solely to the extent that such e-mails are sent by you to persons who have provided you with explicit consent to receive such e-mails.

A-2.3 Viator may at any time, without prior notice, remove any or all Referral Links, require you to remove any or all Referral Links, or modify any or all Referral Links.

A-2.4 Viator will pay you Commissions on Referred Transactions, subject to the exclusions set out below and in accordance with these Service Terms and the terms of the Agreement. A "Referred Transaction" occurs when, during the term of these Viator Agent Program Service Terms: (a) a person clicks through a Referral Link to the Viator Marketplace, and (b) during the same user session, that person purchases a Travel Product (thereby becoming a Customer). If a person initially visits the Viator Marketplace using a Referral Link, any Travel Product purchase completed by such person within thirty (30) days (whether or not made via a Referral Link) will count as a Referred Transaction if it otherwise meets the requirements of this Agreement, including but not limited to the provisions of Section A-2.5.

A-2.5 Viator does not accept responsibility for persons who may delete or otherwise not accept cookies used to track return visits to the Viator Marketplace after a person's initial visit via a Referral Link, and Viator shall not be required to pay Commissions in respect of purchases made during any untracked return visits. In addition, Viator shall not pay Commissions in respect of purchases made by a person who revisits the Viator Marketplace during the thirty (30) day period referred to in Section A-2.4 but (a) whose last click prior to landing on the Viator Marketplace is another Internet site, search engine, social media site, advertisement and/or link; or (b) who clicked on a link belonging to one of Viator's distribution partners prior to clicking on a Referral Link in circumstances where (due to Viator's pre-existing commercial relationship with such distribution partner) the purchase is attributed to the distribution partner rather than you. You acknowledge and agree that all tracking and reporting shall be conducted by Viator, and only Viator's tracking and reporting data will be used to determine whether Commissions are payable to you.

A-3 License

A-3.1 Subject to the terms and conditions of this Agreement, Viator hereby grants to you a royalty-free, world- wide, limited, non-transferable, non-sublicensable, non-assignable, non-exclusive license

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during the term of these Viator Agent Program Service Terms to access and use the Agent Marketplace and Viator Marketplace and, subject to Section 3.1 of the General Terms, use, reproduce, distribute and display the Travel Product Information solely for the limited purpose of promoting and facilitating the purchase of Travel Products by or on behalf of Customers.

A-4 Transactions

A-4.1 Transaction Confirmation. Upon completion of a Transaction, Viator will provide the Customer (and/or you, as applicable) with an electronic acknowledgment and Ticket for such Transaction.

A-4.2 Conditions of Your Purchasing as Customer's Agent. You may enter into a Transaction on behalf of a Customer, provided that you shall in every case: (a) notify the Customer that the Viator Terms and Conditions shall govern such Customer's receipt and use of all Travel Products purchased in connection with such Transaction and provide all of the Travel Product Information applicable to such Travel Products, so as to effectively incorporate (in the manner required by applicable law) the Viator Terms and Conditions and Travel Product Information into the contract for sale of such Travel Product; and (b) not make or give any representations, warranties or other promises concerning a Travel Product beyond those contained in the Viator Terms and Conditions and the applicable Travel Product Information.

A-4.3 Payment for Transactions. Viator, acting solely as the applicable Supplier's payment processing agent, will be the merchant of record for all Transactions and will be responsible for charging and collecting all amounts payable for Transactions from Customers and/or you. Viator shall be responsible for all credit card merchant fees and credit card chargebacks associated with a Transaction. Viator shall be responsible for all payments to Suppliers for Travel Products. Viator or the applicable Supplier shall be responsible for paying any federal, state or local taxes imposed by applicable government entities with respect to Transactions, other than any taxes applicable to your receipt of Commissions.

A-5 Support

Viator will provide you and Customers with email-based support for the purpose of responding to and resolving issues associated with a Travel Product or Transaction.

A-6 Commissions; Payment

A-6.1 Subject to Sections A-6.2 and A-7, if you are a Sponsoring Agent or an Unaffiliated Agent, Viator shall pay you a Commission of eight percent (8%) of the Retail Rate of each Travel Product that is included in a Transaction (including Referred Transactions), net of all cancellations and partial or full refunds.

A-6.2 Viator may, in its sole discretion, enter into an incentive agreement with you with respect to any additional fees to be paid to you pursuant to this Agreement.

A-6.3 Commissions shall be paid via Electronic Funds Transfer or any other method approved by Viator in the month following the calendar month in which each Travel Product purchased in a Transaction is availed. In the event the total amount of Commissions due in any month is less than the Minimum Payment Threshold then payment will be withheld until the earlier of (a) such time as the total Commissions due (including the previously withheld amount) in a subsequent

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calendar month are equal to or greater than the Minimum Payment Threshold, or (b) the termination of this Agreement.

- A-6.4** You acknowledge and agree that it is your responsibility to provide Viator with accurate and complete payment information, and that Viator has no obligation to pay you any Commissions unless or until you have provided such information.

A-7 Effect of Termination

Upon termination of these Service Terms or this Agreement for any reason, all licenses and rights granted to you pursuant to the Agreement will immediately terminate, and you shall cease using the Agent Marketplace and Viator Marketplace. You shall not be entitled to receive any Commissions in respect of Transactions that occur after the termination date. Notwithstanding the foregoing, if Viator terminates these Service Terms or this Agreement due to your breach (or if Viator has reason to believe there has been such a breach), you shall not be entitled to receive any Commissions that may otherwise have been payable after the termination date, including for Transactions made prior to the date of termination. Sections A-10 (Definitions), A-1.2 (Provisions Applicable Only to Sponsoring Agents), A-1.3 (Provisions Applicable Only to Affiliated Agents), A-6 (Commissions: Payment) and A-8 (Indemnity) shall survive any termination or expiration of this Agreement.

A-8 Indemnity

In addition to the indemnification obligations set forth in the General Terms, if you are a Sponsoring Agent, such obligations shall also apply to any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses, and costs (including attorneys' fees and court costs) incurred or suffered by a Viator Indemnified Party in connection with any third party claim, suit, demand, action, or investigation brought against a Viator Indemnified Party directly or indirectly arising out of or relating to any breach (or a claim that, if true, would be a breach) of the Agreement by any of your Affiliated Agents.

A-9 Insurance

You will procure and maintain a current Public (Product) liability insurance (PLI) and errors and omissions insurance with coverage limits consistent with industry standards and as may be required by applicable laws, rules, and regulations. Such insurance will be provided through an insurer acceptable to Viator with an A.M. Best (or its equivalent) financial strength rating of A-VII or higher, and will include, without limitation, completed operations, blanket contractual liability, and personal injury and advertising liability. You will add Viator as an additional insured to such insurance policies and will provide a certificate of insurance evidencing all of the coverage described in this Section A-9 and that Viator has been added as an additional insured. Such insurance carried by you will be primary to any insurance carried by Viator and if you are a Sponsoring Agent, such insurance will provide coverage for your Affiliated Agents to the same extent as you. Notwithstanding the foregoing, Viator reserves the right to require specific additional coverage or increased coverage, or to waive the foregoing insurance requirements, and you will maintain your insurance at such levels upon Viator's request. Such coverage and limits will not be deemed to be a limitation on your liability to Viator, if any, arising under this Agreement.

A-10 Viator Agent Service Definitions

- A-10.1 “Affiliated Agent”** means an Agent that has been authorized by a Sponsoring Agent to utilize such Sponsoring Agent’s Agent Marketplace account to process Transactions, as described more fully in Section A-1.
- A-10.2 “Agent”** means a person acting in the course of business and in the manner required by applicable law who is engaged in marketing and/or arranging transportation, accommodations, tours or trips for travelers, which may include acting as a booking agent on behalf of such travelers.
- A-10.3 “Commission”** means a fee paid to a Sponsoring Agent or Unaffiliated Agent for each Transaction in accordance with these Service Terms (including any additional fees that may be agreed between the parties pursuant to Section A-6).
- A-10.4 “Referral Link”** means a unique tracking link that Viator may make available to you, used for linking to web pages on the Viator Marketplace.
- A-10.5 “Referred Transaction”** means a Transaction concluded in accordance with Section A-2.4.
- A-10.6 “Sponsoring Agent”** means an Agent that has been authorized by Viator to invite Affiliate Agents to register for access to the Agent Marketplace and permit such Affiliated Agents to utilize such Sponsoring Agent’s Agent Marketplace account to process Transactions, as described more fully in Section A-1.
- A-10.7 “Ticket”** means an electronic document that may include the trademarks of Viator, is provided by Viator to a Customer in connection with the completion of a Transaction, contains relevant information about the Travel Product(s) specified in the Transaction (e.g., booking-related information) and that the Customer must present to the applicable Supplier to redeem such Travel Product(s).
- A-10.8 “Transaction”** means the purchase of a Travel Product in accordance with the terms of this Agreement, that is either (a) by you acting as a Customer’s agent, or (b) by a Customer through a Referral Link, in either case on behalf of one or more travelers in a single travel itinerary, and where the sale is processed on the Agent Marketplace (in the case of (a)) or Viator Marketplace (in the case of (b)) using the access credentials or other unique identifiers provided by Viator to you (if you are a Sponsoring Agent or Unaffiliated Agent) or by a Sponsoring Agent to you (if you are an Affiliated Agent). A Referred Transaction is a type of Transaction.
- A-10.9 “Unaffiliated Agent”** means an Agent that is not a Sponsoring Agent or Affiliated Agent, as described more fully Section A-1.

[B] VIATOR AFFILIATE PROGRAM SERVICE TERMS

The Viator Affiliate Program is a Service that enables you to publish Travel Products and integrate Travel Products on the Partner Site owned and operated by you, and to generate Reservations in return for the payment of Commission for fulfilled bookings.

The Viator Affiliate Program may also allow you to participate by receiving from Viator a QR code (or other similar technology) and/or unique URL directing to a page on the Viator Marketplace on which Travel Products selected by you may be published (“**Affiliate Microsite**”), and whereby fulfilled bookings made on such Affiliate Microsite through the corresponding Travel Product Links may result in Commission being paid to you.

These Service Terms are part of the Viator Partner Program Agreement but, unless specifically provided otherwise, concern and apply only to your participation in the Viator Affiliate Program. Unless defined in these Service Terms, all capitalized terms have the meanings given to them in the Viator Partner Program Agreement.

B-1 License

B-1.1 General License. Subject to the terms and conditions of this Agreement, Viator hereby grants to you a royalty-free, world-wide, limited, revocable, non-transferable, non-sublicensable, non-assignable, non-exclusive license during the term of these Viator Affiliate Program Service Terms to use, reproduce, incorporate, integrate and display the Travel Product Information and Travel Product Links on the Partner Site for the sole purpose of promoting the Travel Products to End Users, linking such End Users from the Partner Site to the Viator Marketplace, and (solely if Viator grants you access to the Booking & Payment APIs), enabling Users to commence their Reservations on the Partner Site.

B-1.2 API License. Viator may (but shall be under no obligation to) provide you with API Credentials to access one or more Viator APIs for the purpose of participating in the Viator Affiliate Program. If Viator agrees to provide you with a Viator API, such provision shall be subject to a royalty-free, worldwide, limited, revocable, non-transferable, non-sublicensable, non-assignable, non-exclusive license to use such Viator API during the term of these Viator Affiliate Program Service Terms to:

- (a) (in the case of the Product API) access and use the Travel Product Information solely as set forth in Section B-1.1; and/or
- (b) (in the case of the Booking & Payment APIs) transmit to Cardholder Data solely for the purposes of Viator’s facilitation of Reservations.

B-1.3 Additional API License Conditions. If you are granted access to one or more Viator APIs, you must:

- (a) keep the API Credentials secure and you may not share the API Credentials with any third party;
- (b) use the Viator API solely to participate in the Viator Affiliate Program as described in these Service Terms, and strictly in accordance with the API Documentation;
- (c) comply with any and all limits on your use of the Viator API that Viator may set from time to time;
- (d) not do any of the following:

- (i) distribute, sell, lend, transfer, assign or sublicense the licensed rights;

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- (ii) use the Viator API in order to monitor the availability, performance or functionality of the Viator API or the Service;
- (iii) engage in any activity that interferes with, disrupts, harms, or accesses in an unauthorized manner the servers, security, networks, data, applications or other properties or services of Viator or any third party; or
- (iv) modify, reverse engineer, copy, or create derivative works of the Viator API or the Service, or any aspect thereof.

B-1.4 Affiliate Microsite. From time to time, Viator may provide you with a QR code (or similar technology) and/or unique URL (together, the “**Affiliate Microsite Links**”) directing to an Affiliate Microsite. In such circumstances, you may only share the Affiliate Microsite Links with your customers who you have reason to believe may be interested in the Travel Products available to book on the Affiliate Microsite.

B-1.5 Partner Site. You may not cause or permit the display or use of any Travel Product Information or Travel Product Links through any website, channel, platform or system other than the Partner Site. You shall ensure that the Partner Site is not used to send, receive, upload, download, use or reuse any Undesirable Material.

B-2 **Affiliated Reservations**

B-2.1 Upon completion of an Affiliated Reservation, Viator will provide the applicable Customer with an electronic acknowledgment and Ticket for such Affiliated Reservation. Viator will be the merchant-of-record in all Affiliated Reservations.

B-3 **Commissions; Payment**

B-3.1 Viator will pay you Commissions on Affiliated Reservations, subject to the exclusions set out below and in accordance with these Service Terms and the terms of the Agreement. An “Affiliated Reservation” occurs when, during the term of these Viator Affiliate Program Service Terms:(a) a person clicks through a Travel Product Link to the Viator Marketplace and, during the same user session, that person purchases a Travel Product (thereby becoming a Customer); or (b) a person purchases a Travel Product on an Affiliate Microsite; or (c) a Reservation commences on the Partner Site but is subsequently facilitated by Viator after you have transmitted the Cardholder Data to Viator pursuant to your use of the Booking & Payment APIs. If a person initially visits the Viator Marketplace using a Travel Product Link, or visits an Affiliate Microsite, any Travel Product purchase completed by such person within thirty (30) days (whether or not made via a Travel Product Link) will count as an Affiliated Reservation if it otherwise meets the requirements of this Agreement, including but not limited to the provisions of Section B-3.2.

B-3.2 Viator does not accept responsibility for persons who may delete or otherwise not accept cookies used to track return visits to the Viator Marketplace after a person’s initial visit, and Viator shall not be required to pay Commissions in respect of purchases made during any untracked return visits. In addition, Viator shall not pay Commissions in respect of purchases made by a person who revisits the Viator Marketplace during the thirty (30) day period referred to in Section B-3.1 but (a) whose last click prior to landing on the Viator Marketplace is another Internet site, search engine, social media site, advertisement and/or link; or (b) who clicked on a link belonging to one of Viator’s distribution partners prior to clicking on a Referral Link in circumstances where (due to

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Viator's pre-existing commercial relationship with such distribution partner) the purchase is attributed to the distribution partner rather than you. You acknowledge and agree that all tracking and reporting shall be conducted by Viator, and only Viator's tracking and reporting data will be used to determine whether Commissions are payable to you.

- B-3.3** The Commission Rate shall be based on a percentage of the Retail Rate received by Viator in respect of each Travel Product booked by a Customer (net of all cancellations, and partial or full refunds). The Commission Rate shall be as specified within your Viator Partner Program Account.
- B-3.4** Commissions shall be paid via Electronic Funds Transfer or any other method approved by Viator in the month following the calendar month in which each Travel Product purchased in an Affiliated Reservation is availed. In the event the total amount of Commissions due in any month is less than the Minimum Payment Threshold then payment will be withheld until the earlier of (a) such time as the total Commissions due (including the previously withheld amount) in a subsequent calendar month are equal to or greater than the Minimum Payment Threshold, or (b) the termination of this Agreement.
- B-3.5** You acknowledge and agree that it is your responsibility to provide Viator with accurate and complete payment information, and that Viator has no obligation to pay you any Commissions unless or until you have provided such information.

B-4 Effect of Termination

Upon termination of these Service Terms or this Agreement for any reason, all licenses and rights granted to you pursuant to the Agreement will immediately terminate, and you shall cease using the Travel Product Links, Travel Product Information, the Viator APIs, Affiliate Microsite Links and the Affiliate Microsite. You shall not be entitled to receive any Commissions in respect of Affiliated Reservations that occur after the termination date. Notwithstanding the foregoing, if Viator terminates these Service Terms or this Agreement due to your breach (or where Viator has reason to believe there has been such a breach), you shall not be entitled to receive any Commissions that may otherwise have been payable after the termination date, including for Affiliated Reservations made prior to the date of termination.

B-5 Viator Affiliate Service Definitions

- B-5.1** **"Affiliated Reservation"** has the meaning set forth in Section B-3.1.
- B-5.2** **"API Credentials"** means the credentials that allow you to make authenticated requests to a Viator API.
- B-5.3** **"API Documentation"** means the technical documentation made available to you by Viator setting out the terms on which the Viator API must be used (which may be updated by Viator from time to time).
- B-5.4** **"Product API"** means a Viator API that is designed to enable you to access the Product Information.

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B-5.5 “**Travel Product Links**” means HTML links that are made available to you by Viator that are intended to link End Users from the Partner Site to the Viator Marketplace.

B-5.6 “**Viator API**” means an application programming interface proprietary to Viator.