

## City Experiences Affiliate Program Terms and Conditions

The City Experiences Affiliate Program (“Program”) is a free program offered at the sole discretion of Hornblower Group, LLC. its affiliates and subsidiaries (collectively, “City Experiences”, “Company”, “we”, “us”, or “our”). Program terms, conditions, or benefits may be modified at any time by Company with or without notice.

By registering and submitting information for the Program and/or otherwise participating in the Program, the individual (“Affiliate”, “you”, or “your”) acknowledges that you have read, understood, and agree to these City Experiences Affiliate Program Terms and Conditions (“Terms”) and that you agree to be bound by these Terms, the Privacy Policy (<https://www.cityexperiences.com/privacy-policy/>), the Terms of Use (<https://www.cityexperiences.com/terms-of-use/>), and the applicable Product Terms and Conditions (<https://www.cityexperiences.com/terms-conditions-city-experiences/>) which are incorporated herein by reference.

You agree that your participation in the Program is entirely at your own risk. You agree that if you object to any of these Terms, or any modifications thereof, or otherwise become dissatisfied with the Program, you have the right to terminate your participation. You understand that the receipt of benefits of the Program may be subject to tax liability, and agree that any tax liability, including disclosure, with respect to any benefits received from the Program is solely your responsibility.

### Approval or Rejection of the Application

To enrol in the Program, you must first submit an Affiliate Program Application. Company reserves the right to approve or reject ANY Affiliate Program Application at any time in our sole and absolute discretion. Company also reserves the right to remove any approved Affiliate at any time in our sole and absolute discretion.

Sites will not qualify for entry in City Experiences Affiliate Program when:

- Promoting sexually explicit material
- Promoting violence
- Promoting discrimination based on race, sex, religion, nationality, disability or sexual orientation
- Promoting illegal activities
- Promoting coupons/discounts
- Or for any other reason which may be deemed improper, illegal, or otherwise in Company’s sole and absolute discretion.

### Affiliate URL

Once your application has been approved for the Program, you will receive and have access to your **personal URL Affiliate ID in the affiliate platform. Your personal URL Affiliate ID** will be unique to you and will allow you to receive commissions for transactions that have been successfully completed. Properly coded referral links are the sole responsibility of the affiliate.

### Commissions

Commissions will only be paid on transactions that are made with click-through qualified Affiliate URL’s. As an Affiliate partner you will receive a pre-determined commission, which shall be based on the product level and agreed upon by the Company and confirmed via email to you, on the base net

price of the transactions placed through your coded Affiliate URL(s) on commissionable products only.

We may change commission amounts in our sole discretion with thirty (30) days' prior notice. We may also change the non-commissionable products (products not eligible for any commission) at any time in our sole discretion without notice. A list of non-commissionable products is available upon request by emailing your designated Point of Contact ("POC")

## **Cookies**

The Program will detect each click generated by your affiliate ID and store a cookie in the visitor's computer. This cookie might remain for a period of 24 hours for tracking/marketing purposes.

For the transaction to be eligible to earn a commission, the customer must click-through a link from your site, email, or other communications to Company websites and purchase within 24 hours of the initial click-through. If they fail to purchase within those 24 hours and later return without following your link, you will not earn a referral fee.

In the case the visitor would click-through to Company websites various times using different affiliate URL's, the last affiliate URL's to be used before the purchase would get the credit for the sale.

## **Click, Conversion, or Customer May Not Always Be Tracked**

There are several reasons why a click, conversion, or cookie may not be tracked. In these instances, a commission will not be earned since we will not be able to track the customer and identify the Affiliate URL. Company is not responsible for any payment or liability due to the clicks, conversions, and/or cookies not being tracked. Below are some reasons (not exhaustive) why these may not be tracked:

- **Change in Domain:** Clicks and conversions must be tracked on the same domain. A change in domain will invalidate the cookie.
- **A redirect cut off the referral parameter:** If the referral parameter is dropped during a redirect, we can't track the click or place a cookie.
- **Cookie has expired:** If the conversion takes place after the cookie has expired, it will not be tracked.
- **Missing tracking scripts:** If tracking has stopped altogether, it may be that tracking scripts codes are missing or were removed. Without codes, we can't track.
- **Affiliate uses a URL shortener:** URL shorteners work by redirecting traffic to a target page. In the process of redirecting a user accessing a website via a shortened link, we might not be able to track a click.
- **Customer may have been capped:** If a customer is capped, the scripts won't track more conversions for them.
- **External ID or Customer ID already exists:** We perform de-duplication based on the External ID and Customer ID values. If you're tracking a conversion or a customer and the ID already exists in your account, we won't track it anew.
- **Recurring/Lifetime commissions are not being added:** Make sure you have the setting for this toggled on.
- **User has adblockers enabled:** Affiliate marketing is a form of online advertising. This means that adblocker extensions will target our scripts and disable tracking.

- Browsers with built-in adblockers: Certain browsers (such as Opera & Brave) block ads by default.

## **Privacy**

The information you provide to us when registering or otherwise participating in the Program is processed in accordance with our Privacy Policy. As part of participating in the Program, we may need to provide you with certain communications, such as service announcements, administrative messages and information about commissions. These communications are considered part of the Program services and you may not be able to opt-out of receiving. We respect the privacy of personal information. Please review our Privacy Policy for how we collect, use, disclose and manage personal information.

## **Payment**

We will pull affiliate reports and reach out to request an invoice with instructions by the fifteenth (15<sup>th</sup>) of the following month when the total amount of commission is equal to or more than US\$100. If commission is less than US\$100 in a given month, it will be rolled over to the following month's balance without expiring over time and a request for invoice will not be sent for that month.

When submitting an invoice for the first time for U.S.-based affiliates or if one is not on file for a U.S.-based Affiliate, we will request a W9 along with the invoice. Company will endeavour to pay invoices within thirty (30) days of receiving the invoice from Affiliate.

Commission pay outs may occur in multiple currencies based on the location and currency of the transaction. When requesting an invoice, we may request the pay outs be converted to a single currency based on the Affiliate's location or bank.

U.S.-based Affiliates will receive a check payment in the postal mail. Affiliates based outside of the U.S. will be asked for direct deposit information for payment. In its discretion, Company may offer alternate forms of payment to Affiliates.

Affiliates shall be responsible for all taxes and fees associated with payment receipt, including but not limited to any bank fees levied by Affiliate's bank for receiving wire transfers. However, Affiliate will not be responsible for taxes based on Company's net income and for taxes related to Company's internal business operations such as employment taxes.

## **Order Completion**

Company will be solely responsible for processing all purchases placed on Company's websites and mobile apps via affiliate links. Customers who make purchases through the Program will become and remain customers of the Company. Customers will be subject to all of Company's policies, including the applicable Product Terms and Conditions, the Terms of Use, and the Privacy Policy.

## **Permitted Usage**

A series of text links, banners, button links and other graphic material will be available in the Assets folder in the affiliate platform to be used on the Affiliate website. You may not modify these images in any way. We reserve the right to change, update, modify, or remove the images at any time without notice.

## **Anti-spam Policy**

Company strictly prohibits Affiliates from using any spam e-mail and other forms of Internet abuse or improper or illegal marketing to seek sales.

### **Pay Per Click (PPC) Policy**

PPC bidding is NOT allowed under the Program.

### **Relationship of Parties**

Affiliate and Company are independent contractors. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You acknowledge and agree that you have no authority to enter into contracts that bind the Company or create obligations on behalf of the Company. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in these Terms or any other Company policy.

### **Allow us to use your marks**

You grant to Company a non-exclusive, world-wide licence for the term you are an Affiliate to reproduce, re-size and access such Affiliate Marks for the purposes of identifying you as a participant in the Program. You represent and warrant that you hold full and exclusive ownership of your images, logos, trademarks, trade names, or other intellectual property that you provide or have as identifying marks on your sites ("Affiliate Marks") and have the right and power to grant to Company the license to use them in the manner described herein, and such grant does not or will not breach, conflict with, or constitute a default under any agreement or other instrument applicable to you; or infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. We will remove Affiliate Marks from any such lists upon the effective date of the expiration or termination of your participation in the Program.

### **Fraud/Abuse**

At our discretion alone, with or without notifying you, the Company reserves the right to terminate your participation in the Program immediately, should you commit fraud or abuse this Program in any way. If such fraud or abuse is detected, the Company shall not be liable for any commissions for such fraudulent sales. We reserve the right to suspend and/or terminate any Affiliate URL and/or an Affiliate's participation in the Program without any notice if we determine in our sole discretion that an Affiliate has violated these Terms or that the use of an Affiliate URL is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes of these Terms without any liability for commissions for any sales made as a result of the foregoing.

### **Changes to Terms**

Except as otherwise expressly prohibited or limited by applicable laws, we reserve the right to change, modify, limit, update, discontinue, or delete any term, condition, or policy of all or any portion of the Program, all or any portion of the Terms, and/or all or any portion of any policy, guideline, disclosure, or FAQ pertaining to the Program at any time and in our sole discretion with or without notice. Unless otherwise specified, any changes or modifications will be effective immediately upon posting the changes or modifications on this page, so please check back from time to time. If you continue to participate in the Program in any way after a change to these Terms are posted, you will be deemed to have read, understood and unconditionally consented and agreed to such changes. If you do not agree to the Terms, you must stop participating in the Program.

### **Termination**

At our discretion alone, with or without notifying you, Company reserves the right to terminate your participation in the Program or the terminate the Program entirely for any reason.

If you wish to terminate your participation in the Program, please contact Company. Termination will result in immediate loss of access to the platform and any additional commission payments after the date of termination.

### **Limitations of Liability**

SUBJECT TO APPLICABLE LAW, WE, ALONG WITH OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, AND PARENT ENTITIES ("RELEASED PARTIES") DO NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, INCLUDING BUT NOT LIMITED TO (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS RELATED TO OR ARISING OUT OF THE PROGRAM, (B) ACCESS TO AND USE OF THE PROGRAM OR PARTICIPATION IN ANY EVENT PURCHASED THROUGH THE PROGRAM, (C) ANY ACT OR OMISSION OF ANY INDEPENDENT CONTRACTOR INCLUDING BUT NOT LIMITED TO ANY WRONGFUL, NEGLIGENT, WILLFUL, OR UNAUTHORIZED ACTS, DEFECT, OMISSIONS OR DEFAULT ON THE PART OF ANY INDEPENDENT CONTRACTORS OR THEIR EMPLOYEES OR AGENTS IN PERFORMING ANY SERVICES RELATED TO THE PROGRAM, (D) ANY DEFECT IN OR FAILURE OF ANY VEHICLE, EQUIPMENT, INSTRUMENT OWNED OR OPERATED BY ANY INDEPENDENT CONTRACTOR, (E) ANY WRONGFUL, WILLFUL, OR NEGLIGENT ACT OR OMISSIONS ON ANY PART OF ANY OTHER PARTY NOT UNDER OUR DIRECT SUPERVISION, CONTROL OR OWNERSHIP, AND/OR (F) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED ON OUR SERVERS. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. YOUR SOLE REMEDY IS TO CEASE USE OF THE PROGRAM. YOU ARE ENTIRELY RESPONSIBLE FOR KEEPING YOUR AFFILIATE ACCOUNT SECURE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES CONDITIONS OR ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOUR SOLE REMEDY IS TO CEASE USE OF THE PROGRAM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, BREACH OF DUTY OR OTHERWISE, EXCEED THE AMOUNT OF ANY PAYMENTS MADE BY YOU TO US IN THE PRIOR TWELVE (12) MONTHS.

### **Disclaimer of Warranties**

THE PROGRAM AND ALL INFORMATION, CONTENT, MATERIALS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PROGRAM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND. YOU AGREE THAT YOUR USE OF THE SITES AND PARTICIPATION IN ANY COMPANY SERVICES, INCLUDING THE PROGRAM, WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE PROGRAM OR YOUR PARTICIPATION IN THE PROGRAM, INCLUDING THAT THE PROGRAM IS MERCHANTIABLE, RELIABLE, COMPLETE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, FREE OF DEFECTS OR VIRUSES, NON-INFRINGEMENT, ABLE TO OPERATE ON AN

UNINTERRUPTED BASIS, THAT THE USE OF THE PROGRAM BY ANY AFFILIATE IS IN COMPLIANCE WITH THE LAWS APPLICABLE TO THAT AFFILIATE, OR THAT THE INFORMATION TRANSMITTED IN CONNECTION WITH THE PROGRAM WILL BE SUCCESSFULLY, ACCURATELY, AND/OR SECURELY TRANSMITTED OR RECEIVED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

### **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, FRANCHISEES, AGENTS, LICENSORS, BUSINESS ASSOCIATES, AND SUPPLIERS (collectively, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY ACTUAL OR THREATENED CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES) RESULTING (OR ALLEGED TO RESULT) FROM YOUR USE OR PARTICIPATION IN THE PROGRAM IN ANY MANNER THAT VIOLATES OR IS ALLEGED TO VIOLATE APPLICABLE LAW OR THESE TERMS. This provision does not require you to indemnify any of The Indemnified Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Program.

### **Dispute Resolution**

We are available to address any concerns you may have regarding the Program. Most concerns may be quickly resolved by informal means. We will work in good faith to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration.

You agree that any claims that cannot be resolved informally and that relate in any way to or arise out of the Program, shall be resolved by binding arbitration. Binding arbitration will be administered on a confidential basis by the American Arbitration Association (the "AAA") in accordance with the provisions of its Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Program and/or these Terms, including, but not limited to, any claim that all or any part of these Terms are void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this Agreement to Binding Arbitration shall be subject to the Federal Arbitration Act.

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

To the extent that the arbitration provisions set forth in this section do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Delaware and the parties expressly consent to exclusive jurisdiction of the courts thereof.

**Governing Law**

These Terms and its interpretation shall, to the maximum extent allowed, be governed by and construed in accordance with the laws of the state of Delaware in the United States.

**Non-Waiver**

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of the applicable right or provision.

**Severability**

These Terms operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**Headings**

The headings for each of these Terms are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Terms.

**Inconsistences or Errors**

Despite our best efforts to ensure accuracy, errors occasionally occur. We reserve the right to correct such errors at any time. Any such corrections may result in a change or modification of an Affiliate's account or commission.

In the event of a discrepancy between the English language version and any translations of the Terms, the English version shall prevail, govern, and control.

**Assignment**

We may assign our rights under these Terms without your approval.