

TravelSITE.com Affiliate Program Operating Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the TravelSITE.com Affiliate Program (the "Program"). As used in this Agreement, "we" means TravelSITE.com, and "you" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to the TravelSITE.com site, located at the URL www.TravelSITE.com, or to any site that you will link to our site (and which you will identify in your Program application).

1) Enrollment In The Program

To begin the enrollment process, you will submit a complete Program application via our site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include those that:

- a) Promote sexually explicit materials
- b) Promote violence
- c) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- d) Promote illegal activities
- e) Include "travelsite" or variations or misspellings thereof in their domain names
- f) Otherwise violate intellectual property rights

If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.

2) Store Links On Your Site

Once you have been notified that your site has been accepted into the Program, you may provide on your site one or more of the following types of links to our site:

- a) **General Link to TravelSITE.com Store Page:** You may provide a general link on your site to our home page at <http://www.travelsite.com/scripts/travel/store.pl>.
- b) **Product Links:** You may select one or more Products to list on your site. For each selected Product, you will display on your site a short description, review, or other reference. You will be responsible for the content, style, and placement of these references. You will provide a Special Link (as defined below) from each Product reference on your site to the corresponding TravelSITE.com online catalog entry. Each such link will connect directly to a single item in our online catalog. You may add or delete Products (and related links) from your site at any time without our approval. You may not use Store Links to link to our site from references to products on your site that are not "Products" as defined above.

We will provide you with guidelines and graphical artwork to use in linking to our home page. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special "tagged" link formats to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes such special link formats. Links to our site placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Store Links." You will earn referral fees only with respect to activity on our site occurring directly through Store Links; we will not be liable to you with respect to any failure by you to use Store Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

You acknowledge that, by participating in the Affiliate Program and placing any of the above links within your site, TravelSITE.com may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the TravelSITE.com program constitutes your specific and

unconditional consent to and authorization for TravelSITE.com's access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in TravelSITE.com's Privacy Notice.

3) Order Processing

We will process Product orders placed by customers who follow Store Links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically.

We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Store Links from your site to our site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion.

4) Referral Fees

- a) We will pay you (in accordance with Sections 5 and 7 below) referral fees on certain Product sales to third parties. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link from your site to our site, and add the Product to his or her shopping cart during a session. The session ends upon one of the following events:
 - i) The customer closes browser or exits from site, or
 - ii) Timeout after 20 minutes of inactivity.

- b) We will only pay referral fees on such Products after order, payment and shipping have occurred. We will not, however, pay referral fees on any Products that are added to a customer's Shopping Cart or are purchased after the customer has reentered our site (other than through a Special Link), as determined by us, even if the customer previously followed a link from your site to our site, or for Products that are purchased through any device (an "Internet Access Appliance") that provides Internet access but does not present our site, or permit users to access and interact with our site, in the same manner as a desktop computer (e.g., mobile devices such as cellular telephones or PDAs that may access only limited or modified versions of our site). In addition:

- c) In addition, you may not:
 - i) alter TravelSITE.com pricing or offer any promotional discounts on your site to entice a third party to access through the link;
 - ii) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity;
 - iii) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site;
 - iv) make any orders or subscription requests, or engage in other transactions of any kind on our site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so;
 - v) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; or

- d) post or serve any advertisements or promotional content around or in conjunction with the display of our site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

5) Referral Fee Schedule

You will earn referral fees according to referral fee schedules to be established by us, excluding costs for shipping, handling, taxes, service charges, returns and bad debt. The current referral fee schedule is 10% from the sale of each Product as listed on the TravelSITE.com store.

6) Referral Fee Payment

We will pay you referral fees on a quarterly basis. Approximately 30 days following the end of each calendar quarter, we will send you a check for the referral fees earned. However, if the referral fees payable to you for any calendar quarter are less than \$50, we will hold payment until the total amount due is at least \$50 or (if earlier) until this Agreement is terminated.

In calculating referral fees, we will deduct the corresponding referral fee from your next quarterly payment if the customer returns a Product that generated a referral fee. If there is no subsequent payment, we will send you a bill for the referral fee.

7) Policies And Pricing

- a) Customers who buy products through this Program will be deemed to be customers of TravelSITE.com. Accordingly, all TravelSITE.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers.
- b) We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies.
- c) Product prices and availability may vary from time to time. You may not otherwise include price information in your Product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

8) Identifying Yourself As An Associate

- a) With written approval of TravelSITE.com, you may issue a press release regarding your status as a TravelSITE affiliate. The final release must be forwarded to TravelSITE.com and written permission received by you prior to disbursement.
- b) We will make available to you a small graphic image that identifies your site as a Program participant. You must display this logo or the phrase “In association with TravelSITE.com” somewhere on your site.
- c) We may modify the text or graphic image of this notice from time to time. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that TravelSITE.com supports, sponsors, endorses, or contributes money to any charity or other cause).

9) Limited License

- a) We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 10 and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales.
- b) You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights.
- c) You agree to follow our Trademark Guidelines, as those guidelines may change from time to time.
- d) We may revoke your license at any time by giving you written notice.

10) Responsibility For Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- a) The technical operation of your site and all related equipment creating and posting Product descriptions

on your site and linking those descriptions to our catalog.

- b) The accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials)
- c) Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- d) Ensuring that materials posted on your site are not libelous or otherwise illegal
- e) Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.
- f) We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

11) Term Of The Agreement

- a) The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party.
- b) Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination.
- c) Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all TravelSITE.com trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.
- d) You are eligible to earn referral fees only on sales that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. a
- e) We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

12) Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

13) Relationship Of Parties

- a) You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- b) You will have no authority to make or accept any offers or representations on our behalf.
- c) You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

14) Limitation Of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages.

Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

15) Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

16) Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

17) Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Lansing Michigan, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Michigan (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

18) Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Michigan, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Signed: _____

Printed name: _____

Company: _____

Date: _____