General Terms and Conditions

**A. EXPEDIA COLLECT AND HOTEL COLLECT BOOKINGS**

1. **Compensation.** For each room night covered by a Standalone Booking, Expedia will be entitled to compensation equal to the Compensation Percentage of the Room Price (the “Compensation”). You may increase the Compensation at your discretion.

2. **Agreement Types.** If your agreement type is “Expedia Traveler Preference” then Expedia may make your rooms available in its discretion as Hotel Collect Bookings or Expedia Collect Bookings. If your agreement type is “Hotel Collect Only,” Expedia will not make your rooms available as Expedia Collect Bookings. If your agreement type is “Expedia Collect Only,” then Expedia will not make your rooms available as Hotel Collect Bookings.

3. **Expedia Collect Bookings.** For each Expedia Collect Booking, Expedia will act as a facilitator of the booking on your behalf but acting in its own name and will collect advance payment of relevant amounts from guests. Unless otherwise agreed by the Parties, you are responsible for collecting Hotel Fees directly from guests. For each Expedia Collect Booking, you will be entitled to an amount equal to the Room Price minus the Compensation (the “EC Remittance”). For each Expedia Collect Booking, Expedia will pay to you the EC Remittance and Taxes paid by the guest (except to the extent Expedia is required to pay the Taxes directly to the Tax authorities) as set forth in Section A.4.

4. **Payments for Expedia Collect Bookings.** Amounts due to you for Expedia Collect Bookings will be paid through an Expedia-approved payment process made available to you through Expedia Partner Central or other means. You may elect to use a single-use credit card system to collect amounts due for Expedia Collect Bookings if Expedia makes that option available to you. If you do, Expedia will provide you with a single-use credit card for each relevant Expedia Collect Booking. You will charge such credit card for the EC Remittance and Taxes (except to the extent Expedia is required to pay the Taxes directly to the Tax authorities) upon check-out or, subject to Section D.2, after the guest’s cancellation or no-show, or as otherwise permitted by Expedia in writing. If Expedia makes available to you, and you elect to use, an electronic invoicing process, then for each Expedia Collect Booking, you will be entitled to an amount equal to the Room Price minus the Compensation (the “EC Remittance”). For each Expedia Collect Booking, Expedia will pay to you the EC Remittance and Taxes paid by the guest (except to the extent Expedia is required to pay the Taxes directly to the Tax authorities) promptly following the guest’s checkout or, subject to Section D.2, after the guest’s cancellation or no-show, or as otherwise permitted by Expedia in writing.

5. **Hotel Collect Bookings.** For each Hotel Collect Booking, Expedia will act as a facilitator of the booking on your behalf but acting in its own name and will collect advance payment of relevant amounts from guests at the time of check-out unless you and Expedia agree on a different time of collection. For each Hotel Collect Booking, you will pay Expedia the Compensation as set forth in Section A.6.

6. **Payments for Hotel Collect Bookings.** Expedia will submit invoices for Hotel Collect Bookings to you through Expedia’s then-current invoicing system. You agree to pay all invoices for Hotel Collect Bookings upon receipt of invoice using one of the payment options available to you in Expedia Partner Central or otherwise notified to you by Expedia. You agree not to use a third-party payment processor to process payments for Hotel Collect Bookings for you without Expedia’s consent and Expedia may charge a fee related to any use of a third-party payment processor by you. You agree that if Expedia incurs bank fees or other similar charges due to your payment method, you will reimburse Expedia for those fees or charges. If you do not pay Expedia within 15 days of the date of the invoice, you may be subject to late charges equal to the lower of 2%, or the maximum amount permitted by law of the outstanding balance for each month or portion thereof that the payment is overdue.

**B. FENCED BOOKINGS**

1. **Package and Opaque Bookings.** You agree that for each Rate Plan for Expedia Collect and Hotel Collect Bookings you provide, you will create, or Expedia will create for you, a Rate Plan that may be used for Package Bookings and/or Opaque Bookings. Except as set forth in this Section, Expedia may offer any rooms as made available by you under this Agreement for reservation as a Package Booking or an Opaque Booking. For each room night covered by a Package Booking or Opaque Booking, you will be entitled to an amount equal to (a) the EC Remittance for the corresponding Expedia Collect Booking Rate Plan reduced by the Fenced Booking Percentage (the “Fenced Booking Percentage”) and (b) Taxes paid by the guest (unless Expedia is required to pay the Taxes directly to the Tax authorities). You may increase the Fenced Booking Percentage at your discretion. You may also opt-out or place availability restrictions on Rate Plans for Package Bookings through Expedia Partner Central, so long as you
communicate these restrictions to Expedia in advance. You may discontinue participation in Opaque Bookings by providing 10 days written notice to Expedia.

2. Standalone Fenced Bookings. You agree that for each Rate Plan for Expedia Collect and Hotel Collect Bookings you provide, you will create or Expedia will create for you, a Rate Plan with a Rate that is reduced by the Fenced Booking Percentage that may be used by Expedia for Standalone Fenced Bookings or to match rates for your rooms that are published through your own or any third-party distribution channels. For each room night covered by a Standalone Fenced Booking, you will be entitled to an amount equal to the Room Price for the Standalone Fenced Booking reduced by the Compensation, plus Taxes paid by the guest (unless Expedia is required to pay the Taxes directly to the Tax authorities). Unless otherwise agreed by the parties, you may discontinue participation in Standalone Fenced Bookings or rate matching under this Section by opting out as provided in Expedia Partner Central.

3. Payments for Fenced Bookings. Where Expedia collects guest payment for a Fenced Booking, you will collect amounts due from Expedia in the same way that you collect amounts for Expedia Collect Bookings. Where you are responsible for collecting guest payment for a Fenced Booking, you will pay Expedia in the same way that you pay Expedia for Hotel Collect Bookings.

C. ROOMS, RATES AND AVAILABILITY

1. Rates. You agree that the Rates and Rate Plans you provide to Expedia will be equal to or better than those made available through your own Online Public booking or distribution channels. You will not make any rules, restrictions, policies, and/or conditions (including cancellation rules) applicable to any room that you make available through the Expedia System more restrictive than those applicable to any comparable room that you make available through your own Online Public booking or distribution channels. Subject to Sections E.2 and E.5, and unless otherwise agreed, you instruct Expedia not to display (i) Expedia Collect or Hotel Collect Bookings with a Room Price lower than the relevant Best Available Rate, (ii) Standalone Fenced Bookings with a Room Price lower than the relevant Best Available Rate reduced by the Fenced Booking Percentage, or (iii) Package Bookings or Opaque Bookings with a Room Price lower than the Package Remittance. Subject to this Section, you agree that Expedia will determine the total price of any Booking at its sole discretion. Providing us with competitive rates, rules, restrictions, policies and conditions is part of a fair and balanced commercial bargain between you and Expedia, one which delivers incremental bookings to you on attractive terms (including importantly at no upfront costs), and one which allows us to provide a comprehensive search and booking service to guests, while protecting Expedia from free-riding on our considerable investments in attracting guests to your rooms.

2. Booking Notifications. Expedia will provide notice of each Booking processed through the Expedia System. You will provide Expedia confirmation of receipt of every Booking notification within 48 hours of Expedia’s notification being delivered to you. You must honor every Booking for which you receive a Booking notification.

D. GUEST EXPERIENCE

1. Guest Experience. You will not treat any guest that books a room through the Expedia System differently than you treat any other guest that books a room through your own or any third-party booking or distribution channels. This includes, without limitation, the handling of overbookings; allocation of room types; size or floor of rooms; level of customer service available with the booked room type and, with respect to your own Online Public booking or distribution channels, the amenities available with the booked room type and the amount of any Hotel Fees. Additionally, your communications with guests regarding Bookings will not disparage Expedia or state that Expedia bookers are not entitled to the same benefits, amenities, and service as bookings through your own channels.

2. Cancellation. You agree that the cancellation and no-show policies you offer through the Expedia System will be at least as favorable as any cancellation or no-show policies offered by you through your own Online Public booking or distribution channels. Regardless of your cancellation policy, you also agree that you will permit cancellations of Bookings at no charge where required by law. Without limiting Expedia’s other cancellation rights, Expedia may cancel a Booking within the cancellation window of your cancellation policy. Expedia may also permit cancellation by a guest at any time where required by applicable law. Except as made available to you in Expedia Partner Central, you will not cancel any Booking or encourage guests to cancel Bookings. If you do not enter your cancellation policy into Expedia Partner Central, Expedia’s default cancellation policy will apply. Expedia is entitled to the Compensation Percentage of any amounts charged to guests for no-shows, cancellations or similar booking modifications. Subject to the previous sentence, in the event of a guest cancellation or no-show for a Hotel Collect Booking, Expedia will be entitled to the Compensation for each room night of such booking unless you notify Expedia of the no-show or cancellation as specified in Expedia Partner Central.

3. Relocations. Without limiting your other obligations under this Agreement, if you are unable to honor a Booking, you will immediately (i) relocate the impacted guest to a comparable property with an equivalent or higher Expedia star class rating, (ii) pay all room charges at such property, all transportation to the property, and all other relocation costs, (iii) waive any additional amounts that would otherwise be payable to you by Expedia or the guest as a result of the Booking, and (iv) notify Expedia that you are unable to honor the Booking. If you do not relocate the guest as required in this Section: (a) Expedia may relocate the guest itself or refund amounts paid by the guest
for the Booking, in which case you will reimburse Expedia for all expenses (including any Taxes) paid or incurred by Expedia in relation to the relocation or refund such as room charges at an alternative property and other relocation costs, and (b) if your inability to honor the Booking was due to an overbooking situation, Expedia will also be entitled to amounts that it would have been owed for the Booking under this Agreement (e.g. its Compensation) even though the guest did not stay at your property. Any amount due to Expedia under this Section must be paid within 14 days of receipt of Expedia’s written request.

4. Complaints. You will respond to any guest complaints relating to your Property promptly and reasonably. If a guest cancels all or part of a Booking as a result of dissatisfaction with your accommodations or services, Expedia may refund any amounts paid by the guest for the Booking, and you will reimburse Expedia for any refunded amounts within 14 days of receipt of Expedia’s written request.

5. Health and Safety. If requested by Expedia, you will promptly provide Expedia with a copy of your operating license and/or similar certificate(s), indicating your compliance with the health and safety obligations required for you to operate legally in the jurisdictions in which you operate. Expedia may provide you with a health and safety self-assessment questionnaire from time to time, and you promptly will supply the information requested. You will permit any Expedia representative to carry out health and safety reviews of the Property. As a result of a self-assessment or a health and safety review, if Expedia recommends health and safety enhancements or changes for the Property, you agree that you will implement these recommendations within a timeframe to be mutually agreed by you and Expedia. If you fail to comply with your obligations under this Section, Expedia may terminate this Agreement immediately upon written notice to you.

6. Anti-Fraud Cooperation. You agree that you are solely responsible for ensuring that the identification presented by any guest is valid and matches the Booking information provided to you by Expedia. If you or Expedia believes a Booking may be or is fraudulent, or certain data provided by a guest cannot be verified, then you and Expedia will work in good faith to address such fraudulent or potentially fraudulent Booking. In the event of a fraudulent or potentially fraudulent Booking, Expedia may cancel such Booking at any time. If cancellation of a fraudulent or potentially fraudulent Expedia Collect Booking, Package Booking or Opaque Booking occurs prior to or within 2 hours after check-in, neither Expedia nor any of its Affiliates will pay any cancellation fee or penalty. If the cancellation of a fraudulent or potentially fraudulent Expedia Collect Booking, Package Booking or Opaque Booking occurs after the 2 hour period following check-in, the maximum penalty that you may charge Expedia will be the relevant EC Remittance or Package Remittance for the room, up to and including the date such booking was cancelled, plus any applicable Taxes. Neither Expedia nor any of its Affiliates will have any liability to you in connection with any fraudulent or potentially fraudulent Hotel Collect Bookings.

E. LOADING AND DISPLAY OF RATES AND INFORMATION

1. Expedia Partner Central. You will use Expedia Partner Central to enter or modify all relevant information relating to Rates, availability, applicable Tax rates, Hotel Fees, Property and Room Information, cancellation and no show policies, and/or to modify your account information and preferred payment method, so Expedia and its Affiliates can properly display relevant information about your rooms and perform its services as permitted or required under this Agreement. You are responsible for the accuracy of all facts and information related to or provided by you that are entered into Expedia Partner Central or displayed on the Expedia System. You will advise Expedia immediately if any such information (including information related to your Property) is incomplete or inaccurate. Your use of your own or a third-party tool to interface with Expedia Partner Central does not modify your obligations under this Agreement. During the Term, you will have access to information provided or generated by you and information relating to your Property collected or generated by Expedia to the extent that this information is generally available in Expedia Partner Central. The Expedia Partner Central privacy policy (currently located at https://welcome.expediagroup.com/en/privacy-policy) will apply to Expedia’s storage and use of this information.

2. Rate Information. You authorize Expedia to calculate on your behalf and in accordance with this Agreement, the Rates (as well as Room Prices), together with any Hotel Fees, Taxes, or other amounts payable, based on information entered by you through Expedia Partner Central (or otherwise provided by you to Expedia in a manner acceptable to Expedia) and Expedia deriving Rates, Hotel Fees, Taxes, or other amounts on your behalf will be deemed to be your action, for purposes of this Agreement. You will immediately notify Expedia if you believe Expedia has incorrectly derived any amounts relating to your rooms. You will honor all Bookings made at the Rate in Expedia Partner Central and at the Room Price (together with any Hotel Fees and/or Taxes) shown on the Expedia System at the time the Booking was made, including Bookings with stay-dates occurring after the termination of this Agreement. You will update the Rates, applicable Tax rates and Hotel Fees (or the information entered by you necessary for Expedia to derive them) as necessary and in accordance with this Agreement. You will not unlawfully increase your Rates or Hotel Fees in reaction to an actual or potential Force Majeure Event. You will not require guests to pay any fees or charges relating to their payment method.

3. Intellectual Property. You grant Expedia and its Affiliates the worldwide, nonexclusive, royalty-free, fully paid right and license, in all media now known or later discovered or developed, to use, reproduce, distribute and display the Property and Room Information for purposes of identifying, promoting, merchandising and/or obtaining bookings for the Property. You can opt to self-assess your health and safety obligations and complete a self-assessment questionnaire from time to time, and you will promptly supply the information requested. You will permit any Expedia representative to carry out health and safety reviews of the Property. As a result of a self-assessment or a health and safety review, if Expedia recommends health and safety enhancements or changes for the Property, you agree that you will implement these recommendations within a timeframe to be mutually agreed by you and Expedia. If you fail to comply with your obligations under this Section, Expedia may terminate this Agreement immediately upon written notice to you.

4. Anti-Fraud Cooperation. You agree that you are solely responsible for ensuring that the identification presented by any guest is valid and matches the Booking information provided to you by Expedia. If you or Expedia believes a Booking may be or is fraudulent, or certain data provided by a guest cannot be verified, then you and Expedia will work in good faith to address such fraudulent or potentially fraudulent Booking. In the event of a fraudulent or potentially fraudulent Booking, Expedia may cancel such Booking at any time. If cancellation of a fraudulent or potentially fraudulent Expedia Collect Booking, Package Booking or Opaque Booking occurs prior to or within 2 hours after check-in, neither Expedia nor any of its Affiliates will pay any cancellation fee or penalty. If the cancellation of a fraudulent or potentially fraudulent Expedia Collect Booking, Package Booking or Opaque Booking occurs after the 2 hour period following check-in, the maximum penalty that you may charge Expedia will be the relevant EC Remittance or Package Remittance for the room, up to and including the date such booking was cancelled, plus any applicable Taxes. Neither Expedia nor any of its Affiliates will have any liability to you in connection with any fraudulent or potentially fraudulent Hotel Collect Bookings.

E. LOADING AND DISPLAY OF RATES AND INFORMATION

1. Expedia Partner Central. You will use Expedia Partner Central to enter or modify all relevant information relating to Rates, availability, applicable Tax rates, Hotel Fees, Property and Room Information, cancellation and no show policies, and/or to modify your account information and preferred payment method, so Expedia and its Affiliates can properly display relevant information about your rooms and perform its services as permitted or required under this Agreement. You are responsible for the accuracy of all facts and information related to or provided by you that are entered into Expedia Partner Central or displayed on the Expedia System. You will advise Expedia immediately if any such information (including information related to your Property) is incomplete or inaccurate. Your use of your own or a third-party tool to interface with Expedia Partner Central does not modify your obligations under this Agreement. During the Term, you will have access to information provided or generated by you and information relating to your Property collected or generated by Expedia to the extent that this information is generally available in Expedia Partner Central. The Expedia Partner Central privacy policy (currently located at https://welcome.expediagroup.com/en/privacy-policy) will apply to Expedia’s storage and use of this information.

2. Rate Information. You authorize Expedia to calculate on your behalf and in accordance with this Agreement, the Rates (as well as Room Prices), together with any Hotel Fees, Taxes, or other amounts payable, based on information entered by you through Expedia Partner Central (or otherwise provided by you to Expedia in a manner acceptable to Expedia) and Expedia deriving Rates, Hotel Fees, Taxes, or other amounts on your behalf will be deemed to be your action, for purposes of this Agreement. You will immediately notify Expedia if you believe Expedia has incorrectly derived any amounts relating to your rooms. You will honor all Bookings made at the Rate in Expedia Partner Central and at the Room Price (together with any Hotel Fees and/or Taxes) shown on the Expedia System at the time the Booking was made, including Bookings with stay-dates occurring after the termination of this Agreement. You will update the Rates, applicable Tax rates and Hotel Fees (or the information entered by you necessary for Expedia to derive them) as necessary and in accordance with this Agreement. You will not unlawfully increase your Rates or Hotel Fees in reaction to an actual or potential Force Majeure Event. You will not require guests to pay any fees or charges relating to their payment method.

3. Intellectual Property. You grant Expedia and its Affiliates the worldwide, nonexclusive, royalty-free, fully paid right and license, in all media now known or later discovered or developed, to use, reproduce, distribute and display the Property and Room Information for purposes of identifying, promoting, merchandising and/or obtaining bookings for the Property. You
represent and warrant that you and/or the Property are the owner or authorized licensee of all Property and Room Information and that such content, and Expedia’s and its Affiliates’ use, reproduction, distribution and display of such content, does not and will not violate the rights of any third-party. Any additional advertising or marketing that Expedia performs for you or the Property will be governed by Expedia’s then-standard marketing terms and conditions. Expedia may remove or edit any Property or Room Information that Expedia believes to be inaccurate or inappropriate. This Agreement does not grant to you or the Property any ownership interest in, or any express or implied license or right to, the Expedia System or to any software or intellectual property rights owned by or licensed to Expedia or its Affiliates. Without the express written consent of the Party whose information will be disclosed, during and after the Term, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third-party, except that a Party may disclose Confidential Information to its employees, directors, agents, independent contractors and consultants on a need-to-know basis, provided each such recipient has executed a written agreement sufficient to enable compliance with this Section. For the avoidance of doubt, “Confidential Information” of Expedia includes, but is not limited to, information that is designated as “confidential” or that a person reasonably should understand to be confidential only as specifically permitted by the terms and conditions of this Agreement. Without the express written consent of the Party whose information will be disclosed, during and after the Term, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third-party, except that a Party may disclose Confidential Information to its employees, directors, agents, independent contractors and consultants on a need-to-know basis, provided each such recipient has executed a written agreement sufficient to enable compliance with this Section. For the avoidance of doubt, “Confidential Information” of Expedia includes, but is not limited to, information that is designated as “confidential” or that a person reasonably should understand to be confidential only as specifically permitted by the terms and conditions of this Agreement.

5. Display; Special Programs and Discounts. Expedia will determine the order that Rooms displayed on the Expedia System appear in its sole discretion. Further details can be found on the Expedia Group lodging partner resource website. In addition, you agree Expedia and its Affiliates may also on occasion offer discount pricing for your rooms; provided that (i) any such offers will be available with respect to a broad number of properties and not limited to your Property; and (ii) unless otherwise agreed to with respect to any particular offer, Expedia will fund any such discount by a reduction to the Compensation otherwise payable by you to Expedia or retained by Expedia. You agree that Expedia and its Affiliates may offer benefits to guests through their respective loyalty programs or through customer service coupons.

F. CONFIDENTIALITY; PERSONAL DATA

1. Confidentiality. The Parties will use any confidential, proprietary, or trade secret information of any Party in any form that is designated as “confidential” or that a person reasonably should understand to be confidential ("Confidential Information") only as specifically permitted by the terms and conditions of this Agreement. “Confidential Information” does not include any information that (a) becomes publicly available without the receiving Party’s breach of any obligation owed to the disclosing Party, (b) was known to the receiving Party prior to the disclosing Party’s disclosure of such information, (c) became known to the receiving Party from a source other than the disclosing Party where such source did not breach an obligation of confidentiality owed to the disclosing Party, or (d) is independently developed by the receiving Party. A Party may disclose another Party’s Confidential Information if required to do so to comply with a court order or other government demand, provided that, prior to any disclosure by you, you must seek the highest level of protection available and provide us with reasonable advance notice. All Confidential Information will remain the exclusive property of the disclosing Party.

2. Personal Data and Security. Each Party agrees that it has in place and will maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any guest. Each Party agrees that it will process, store, transmit, and access any guest information in compliance with applicable law and, for guest information that includes payment information (including, without limitation, credit card, debit card, or financial account information), will do so in compliance with the current Payment Card Information Data Security Standard ("PCI DSS"). Unless you receive consent directly from the guest, you and your affiliates will not, directly or indirectly, engage in any solicited or unsolicited marketing, promotional, or similar communications with any guest that has booked a room through the Expedia System.

3. Compliance with Laws. Each Party will comply with all laws applicable to its business and operations. You will obtain all licenses required for you to operate legally in the jurisdictions in which you operate. You acknowledge that Expedia provides bookings for multiple properties and has no duty to segregate any amounts collected by Expedia from guests under this Agreement. This Agreement does not create a partnership or joint venture relationship between or among the Parties.

G. ADDITIONAL TERMS

1. Indemnification. Expedia agrees, at its expense, to indemnify and defend you and any of your officers, directors, employees, or agents ("your Indemnitees") against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, legal fees and expenses)
directly incurred by your Indemnitees from that third-party claim or action and to apply only where such claim or action arose from breach or default by Expedia under this Agreement, including, without limitation, a breach of any representation, warranty or covenant. You agree, at your expense, to indemnify and defend Expedia, each of its Affiliates and any of Expedia’s or any of its Affiliates’ officers, directors, employees, or agents (“Expedia’s Indemnitees”) against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, legal fees and expenses) directly incurred by Expedia’s Indemnitees from that third-party claim or action and to apply only where such claim or action arose from or relates to (a) your accommodations or services, (b) the performance of your duties and obligations under this Agreement or any breach or default by you under this Agreement, including, without limitation, a breach of any representation, warranty or covenant, or (c) any allegation that Expedia’s or any of its Affiliates’ use, reproduction, distribution or display of the Property and Room Information as permitted under this Agreement infringes or misappropriates the intellectual property rights of any third-party. You will use counsel reasonably satisfactory to Expedia to defend any indemnified claim, and Expedia may participate in the defense or settlement of any claim at any time using counsel selected by Expedia. You also agree not to consent to the entry of any settlement or judgment without Expedia’s prior written consent, which consent will not be unreasonably withheld.

2. Economic Sanctions. You represent, warrant, and agree on a continuing basis that (a) neither you nor the Property are (i) the direct or indirect subject of, (ii) owned or controlled by those that are the subject of, or (iii) acting in violation of any Economic Sanctions; (b) you will not use any payments made by Expedia in violation of Economic Sanctions and no payments received by Expedia are related to, or otherwise generated by, activities that have taken place in violation of Economic Sanctions; and (c) you will notify Expedia immediately of any breach of this Section. Any breach of this Section will be deemed a material breach not capable of remedy, and Expedia may immediately terminate this Agreement.

3. Taxes. You are solely responsible for the accuracy of Tax rate information, the identification of applicable Taxes and any changes to the Tax rates entered into Expedia Partner Central. You are responsible for accounting to the relevant tax authorities for any Taxes applicable to any amounts received by you for any Bookings and/or in consideration for your services. On request, you will provide Expedia with documentation to substantiate registration with and/or remittance of Taxes to the relevant taxing authorities. The Compensation does not include any Taxes, and where such Tax applies it will be paid to Expedia by you or retained by Expedia, as applicable. You will pay all amounts owed to Expedia in cleared funds, without any deduction set-off, or withholdings of any kind. If you are required to make such a deduction or withholding, you agree that the amount paid to Expedia will not be less than the amount that Expedia would have received had no deduction or withholding been required. On request, you will promptly provide Expedia with valid tax invoices for any transactions entered into under this Agreement, where taxes are chargeable under applicable law. You will deliver to Expedia, prior to receipt of any payment hereunder, a completed and signed copy of IRS Form W-9 or other applicable documentary evidence satisfactory to Expedia to establish that you are not subject to withholding or are entitled to an exemption from, or reduction of, withholding tax, as applicable. You will promptly notify Expedia of any change in circumstances which would cause you to be subject to withholding or modify or render invalid any claimed exemption or reduction of withholding tax, and take any action that may be necessary to avoid any requirement that Expedia make any deduction or withholding for taxes from amounts payable to you. If you fail to perform your obligations under this Section, then Expedia may deduct and withhold from any payment to you such amounts as it is required to withhold under applicable law. All amounts withheld pursuant to this Section will be treated as paid to you for purposes of this Agreement.

4. Force Majeure. A Party’s failure to perform under this Agreement, other than your obligations regarding relocations, is excused if the failure results from a Force Majeure Event. A Party whose performance is impaired as a result of a Force Majeure Event will promptly notify the other Party. If a Force Majeure Event impacts a guest’s ability to stay at your Property: (i) you will not charge to the guest (and will refund, if applicable) any amounts related to portions of a Booking that are unstayed as a result of the Force Majeure Event, (ii) Expedia may refund some or all of the amounts paid by the guest for any such unstayed portions of the Booking and/or may relocate a guest pursuant to Section D.3, and (iii) you will reimburse Expedia for all expenses incurred by Expedia associated with (i) or (ii) above within 14 days after receipt of invoice.

5. Insurance. You represent and warrant that you have liability insurance coverage in an amount that is consistent with best industry practice. To the extent permitted by law, you will either (i) provide evidence of insurance acceptable to Expedia that indicates, in the event of a claim relating to this Agreement, that Expedia or claims made by Expedia, will be covered by your insurance, or (ii) name Expedia as an additional insured on any liability insurance policies on which you pay premiums, and deliver to Expedia certificates of insurance that verify compliance with the preceding clause. You will cause Expedia to receive 30 days prior written notice before your insurance is cancelled or expires. No later than 10 working days prior to the date of cancellation or expiration of an existing insurance policy, you will deliver new certificates (or other evidence) of insurance to Expedia for any renewal policies. Expedia may terminate this Agreement immediately upon written notice to you if you fail to comply with this Section.

6. Governing Law; Arbitration; Venue. This Agreement is governed by and shall be construed in accordance with English law without giving effect to any conflict of law principles. Each Party consents to the exclusive
jurisdiction of the English courts for all disputes arising out of or relating to this Agreement.

7. Notices. All notices must be in English and in writing, sent by a nationally recognized overnight air courier to the applicable address indicated below, provided, that Expedia may also provide notice to you by email. Notices are deemed received (i) if by a nationally recognized overnight air courier, upon delivery, or (ii) if by electronic transmission, when directed to an email address entered into Expedia Partner Central by you. Expedia’s notice address is: 1111 Expedia Group Way W., Seattle WA 98119, Attn: General Counsel, as may be updated from time to time upon notice to you. Your notice address/electronic mail address will be your then-current address/electronic mail address as entered into Expedia Partner Central.

8. Disputes; Other Charges. If a dispute arises under this Agreement (including any dispute regarding termination or suspension), the disputing Party will promptly provide written notice with reasonable detail regarding the dispute. Upon receipt of a dispute notice, the parties will work together in good faith to resolve the matter within a reasonable time period. If you are located in the European Union, the disputing party may refer the matter to mediation through Expedia Lodging Mediation Program. Until the dispute has been resolved in a manner satisfactory to the parties, you will not (i) apply any payment received for any other Booking or invoice (or amounts owed to Expedia for Hotel Collect Bookings) to the disputed Booking or invoice, (ii) charge or attempt to charge the guest directly for the disputed amount, or (iii) refuse to honor or otherwise interfere with any guest’s Booking. If Expedia determines that your actions or performance may result in chargebacks, claims, disputes, fraud, or other risks to guests, Expedia may in its reasonable discretion withhold any payments to you.

9. Books and Records. Expedia’s books and records including without limitation, any information contained in Expedia Partner Central or the Expedia System, or in any electronic communication submitted by you or Expedia, is evidence of the receipt by you of Bookings made by guests through the Expedia System and the amount of the applicable Compensation, EC Remittance or Package Remittance. You acknowledge that Expedia generally has no knowledge of (i) guests’ actual arrival or departure dates, (ii) any cancellation notice that may be given by guests directly to you, or whether any such cancellation notice as may be given is sufficient under your policies to relieve guests (and Expedia) of all or any portion of the charges otherwise due to you, or (iii) any adjustment that may be negotiated by you directly with guests regarding reductions in rate, duration of stay, or otherwise. Accordingly, you agree that Expedia and its Affiliates are entitled to rely upon and accept as accurate any information relating to Bookings received by Expedia from you.

10. Limitations. Expedia may, at any time and for any reason (or no reason), elect not to offer, display, or list for booking any of your rooms made available by you through the Expedia System. Expedia makes no representations or warranties regarding the Expedia System or your rooms, including any interruption of the operation of the Expedia System, or regarding the number, frequency, or type of rooms booked through the Expedia System. Nothing in this Agreement constitutes a sale or rental of rooms to or by Expedia. Except as expressly described in this Agreement, to the maximum extent permitted by law, Expedia will not be liable for any indirect, special, incidental, or other consequential damages arising out of or relating to this Agreement or for any direct or indirect lost profits or revenue or business, or lost or corrupted data or lost anticipated savings or goodwill or reputation, including costs or expenses (including legal fees and expenses). Except as expressly described in this Agreement, no Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. Nothing in this Agreement limits or excludes either Party’s liability for fraud, death or personal injury caused by negligence, any other liability which cannot be limited by law, or any liability it has under an express obligation in this Agreement to indemnify the other Party.

11. Termination. In addition to the termination rights elsewhere in this Agreement, Expedia may terminate all or part of this Agreement if Expedia determines (i) you have materially breached this Agreement and failed to cure that material breach within 30 days’ notice, unless your breach exposes Expedia or its Affiliates to liability toward a third-party or your breach is a repeated breach, in which case the cure period will not apply, (ii) you have not met your payment obligations under this Agreement or any other agreement with Expedia and fail to cure that breach within 30 days’ notice, or (iii) your use of the Expedia System is associated with fraudulent or illegal activity or might otherwise harm other properties or guests. Expedia may immediately terminate all or part of this Agreement or suspend your access to the Expedia System if required by law. Expedia may also suspend your access to the Expedia System at any time and in its sole discretion, for whatever reason (including without cause). Expedia will notify you of any termination or suspension and, where relevant, give you reasons for the termination or suspension. Additionally, either you or Expedia may terminate this Agreement for any reason by providing at least 30 days prior written notice to the other.

12. Representations and Warranties. In addition to any other representations and warranties you make in this Agreement, you hereby represent and warrant that: (i) you have authorized the individual entering into this Agreement on your behalf to enter into this Agreement on your behalf, (ii) this Agreement constitutes a valid and binding obligation enforceable against you in accordance with its terms, (iii) the performance of your obligations under this Agreement will not violate any agreement or obligation between you and any third-party, (iv) you will comply with the terms of this Agreement, and (v) you hold all licenses, permits and authorizations required to make your rooms available for booking through the Expedia System and to comply with your obligations under this Agreement.
13. Amendment. Expedia reserves the right to modify and impose new or additional terms and conditions to this Agreement at any time. Expedia will provide written notice of any such changes to the terms. If you do not accept such modifications or new or additional terms and conditions, you may terminate this Agreement upon written notice to Expedia. Your failure to exercise your right to terminate this Agreement within 30 days after notice of any change to this Agreement will constitute your acceptance of such changes. You agree that the termination right provided in this Section does not apply to updates to the definition of “Expedia” or, if applicable to you, to updates to the Connectivity Terms. You may not modify this Agreement without Expedia’s prior written consent.

14. Assignment and Change of Ownership. No Party may assign or otherwise transfer (whether voluntary or involuntary, or by operation of law, sale of securities or assets, merger, reorganization or otherwise) this Agreement, or any of its rights or obligations under this Agreement, without the other Party’s prior written consent; provided, however, that Expedia may assign any of its rights or obligations to any of its Affiliates. Any purported assignment in contravention of the preceding sentence will be void and of no force or effect. You will use commercially reasonable efforts to provide Expedia with at least 14 days’ prior written notice if you are no longer the owner, operator, or manager of the Property. On request, you will provide Expedia with applicable documentation demonstrating such change, including, if applicable, assignment of payables or receivables.

15. Miscellaneous. This Agreement is binding upon and benefits the Parties and their respective permitted successors and assigns. Only a Party to this Agreement, which includes such Party’s successors and permitted assignees, will have any right to enforce any of the terms and conditions of this Agreement. Expedia may terminate this Agreement with immediate effect upon written notice to you should any governmental entity require that Expedia be investigated, registered or licensed in any way as a result of this Agreement. A provision in this Agreement can only be waived in writing signed by the Parties. If a court of competent jurisdiction deems any part of this Agreement invalid or unenforceable, the remainder of this Agreement continues in effect. English is the language of this Agreement and any translation of this Agreement into a language other than English is for reference purposes only. Except as otherwise agreed upon by the Parties, all payments contemplated under this Agreement will be made in USD or a currency selected by Expedia. Expedia reserves the right to recoupment and offset for any amounts owed to Expedia by you under this Agreement or any other agreement between you and Expedia and/or any of its Affiliates. Sections A.1-A.6, B.1-B.3, D.2-D.4, D.6, E.1, E.3, F.1-F.3, G.1-G.10, G.12-G.15, and H will survive termination or expiration of this Agreement. This Agreement (including any amendments or addenda) is the Parties’ entire agreement regarding the subject matter and supersedes all prior agreements, written and oral.

H. DEFINITIONS

“Affiliate” means (a) Expedia Group, Inc., a Delaware corporation, and any entity that is directly or indirectly controlled by Expedia Group, Inc., a Delaware corporation or (b) any third-party that facilitates bookings through the Expedia System. For purposes of this definition, “control” means the beneficial ownership of 50% or more of any class of the voting securities of the relevant entity. The term “Affiliate” does not include IAC/InterActiveCorp or trivago N.V. or any of their subsidiaries.

“Best Available Rate” means for each room night booked by a guest through the Expedia System, the lowest restricted or unrestricted price (as applicable), not including Taxes, or other government-imposed fees or surcharges or Hotel Fees, at which such room night was offered by you through any booking channels, including your own and those of any third-party, on the date such room night was booked, including, without limitation, any special, discounted, and/or promotional rates.

“Booking” means an Expedia Collect Booking, a Hotel Collect Booking or a Fenced Booking.

“Economic Sanctions” means trade or financial sanctions measures administered, enacted or enforced from time to time by (a) the United States of America, (b) the United Nations Security Council, (c) the European Union or any of its Member States, and/or (d) any country within the United Kingdom.

“Expedia” means the following entities, as applicable to the type of bookings and property location: (a) for Expedia Collect Bookings, Package Bookings and Opaque Bookings worldwide: Travelscape, LLC, a Nevada limited liability company (d/b/a Expedia Travel); VacationSpot S.L., a Spanish private company; Hotels.com, L.P., a Texas limited partnership; and BEX Travel Asia Pte., Ltd., a Singapore private company; and (b) for Hotel Collect Bookings: Expedia, Inc., a Washington corporation (U.S.A.); Expedia do Brasil Agencia de Viagens e Turismo Ltda, a Brazil limited liability company (Brazil); and Expedia Lodging Partner Services, Sàrl, a Switzerland limited liability company (worldwide except U.S.A. and Brazil). Expedia may update this definition at its sole discretion, with notice to you.

“Expedia Collect Booking” means a booking by a guest, other than a Package or Opaque Booking, through the Expedia System where Expedia is responsible for charging and/or collecting payment from the guest for such booking at the time the booking is made.

“Expedia Lodging Mediation Program” means a mediation through Promediate Mediation Services (www.promediate.co.uk/) or another mediation service agreed by the parties. Expedia will notify you of any change to the Expedia Lodging Mediation Program.
“Expedia Partner Central” means the website located at www.expediapartnercentral.com and associated mobile app, and any replacements or successors thereto, or any other proprietary interface made available to you by Expedia for the provision of Rates, availability, Property and Room Information, account information and room and account related information to the Expedia System. You agree that any direct connectivity functionality implemented for you is governed by the terms and conditions located on Expedia’s connectivity website (currently at www.expediaconnectivity.com/terms) (“Connectivity Terms”) and any replacement or successor thereto, as updated from time to time by Expedia.

“Expedia System” means the software, databases, products, and other components that make up the services marketed by Expedia and/or any of its Affiliates to enable guests to shop for, reserve, book, and/or pay for travel and/or accommodation and related services through a computer, telephone, other interactive device, or other booking channel.

“Fenced Booking” means a Package Booking, an Opaque Booking, or a Standalone Fenced Booking.

“Force Majeure Event” means an unforeseeable act or event beyond a party’s reasonable control, such as war, work stoppage, fire, weather events, air carrier interruption, or act of government; provided, that a Force Majeure Event does not include economic hardship, changes in market conditions or insufficiency of funds.

“Hotel Collect Booking” means a booking by a guest through the Expedia System where you are responsible for charging and/or collecting payment from the guest for such booking.

“Hotel Fees” means all mandatory fees, costs or charges imposed by you on guests (other than the Room Price and Taxes) that guests must pay to stay at the Property, (e.g., resort fees), whether collected directly by you or not. Hotel Fees do not include: extra person charges, fees, costs, Taxes or charges for services or amenities included in the Room Price or for any additional optional services or amenities that guests choose to pay for (e.g., room service or spa appointments); or any service charges or other fees Expedia may charge to guests.

“Opaque Booking” means a booking of a Rate or Rate Plan presented so that the Property name, brand affiliation (if any) and precise location are withheld from the guest until the guest has paid for the room.

“Package Booking” means a booking of a room by a guest through the Expedia System that is made by the same guest who also has booked or books another lodging component or a car-hire, airfare, rail ticket or other non-lodging component.

"Online Public" means Marketed Online or Published Online. For purposes of this definition, (i) “Marketed Online” means marketed to the general public online by any means, including on mobile applications but excluding online marketing that is not aimed at the general public including, in particular, email, SMS, and instant messaging communications; and (ii) “Published Online” means available to the general public online by any means, including on mobile applications and, in the case of Rates and conditions, includes the display (whether or not on a channel owned and controlled by You) of the actual Rates or conditions or sufficient detail for the consumer to calculate such Rates or conditions. For the avoidance of doubt, Online Public excludes availability that does not involve the use of the internet, such as bookings made in person at Your reception, by telephoning You, or at a bricks and mortar travel agency, so long as such availability is not Marketed Online or Published Online.

“Party” or “Parties” means you and Expedia, individually or collectively as the case may be.

“Property” means the hotel, inn, resort or other accommodation at which your rooms are located.

“Property and Room Information” means all information, including availability information, photographs, trademarks, names, trade names, logos, descriptions, and other content or material (a) provided by you, (b) entered into Expedia Partner Central by you, (c) displayed or otherwise made available by you on your website(s) or any third-party or social networking site, or (d) otherwise obtained by Expedia or any of its Affiliates with your knowledge and/or consent.

“Rate” means (i) the Room Price, for Expedia Collect, Hotel Collect and Standalone Fenced Bookings and (ii) the Package Remittance, for Package and Opaque Bookings.

“Rate Plan” means the applicable Rate and associated booking conditions, including Hotel Fees, attached to each relevant room type available through the Expedia System.

“Room Price” means the amount paid or payable by a guest for the relevant room, including extra person charges but not including any Hotel Fees or Taxes, or any charges or fees imposed on guests by Expedia. For purposes of calculating Compensation for Hotel Collect Bookings, Room Price also includes applicable Taxes. For purposes of calculating Compensation for Bookings, Room Price includes applicable Hotel Fees.

“Standalone Booking” means an Expedia Collect Booking, a Hotel Collect Booking, or a Standalone Fenced Booking.
“Standalone Fenced Booking” means a booking of a Rate or Rate Plan that is not targeted to all users of the Expedia System or that is not available to all users of the Expedia System.

“Tax” or “Taxes” means any sales, use, value-added, occupancy, accommodation, lodging, tourism, excise, gross receipts, ad valorem, goods and services, and other taxes, however designated, and other transaction taxes or fees of any kind (including any related interest, penalties and additions to tax) imposed with respect to travel-related services in any country, state or locality.

“you” or “your” means collectively, the Property, the Property's owner and, if applicable, the entity managing the Property on behalf of the Property’s owner.

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