

## **Hostelworld Affiliate Marketing Programme Agreement**

Participation in the Hostelworld Affiliate Marketing Programme is subject to the following terms and conditions. By applying to join the Hostelworld Affiliate Marketing Programme, which is operated by Performance Horizon Group Limited, the Affiliate agrees to the following terms and conditions. If the Affiliate does not agree to these terms and conditions it will not be permitted to participate in the Hostelworld Affiliate Marketing Programme.

### **1. Definitions**

1.1 In this Agreement, unless the context requires otherwise:

“Accommodation Product” means any accommodation including but not limited to B&Bs/guesthouses, hostels, apartments, hotels and other budget accommodation such as riads, pensions, motels, pousadas, inns and campsites advertised by Hostelworld for booking to Visitors to the Affiliate Site via the Integration Solutions;

“Accommodation Product Content” means any and all data and/or content provided by Hostelworld in relation to the Accommodation Product including but not limited to descriptions, facilities, photos, video, customer ratings, maps, directions, property contact details, prices and special offers;

“Affiliate” means a natural or legal person that has entered into an agreement with Hostelworld via Partnerize.com, Hostelworld’s online affiliate marketing partner

"Affiliate Data" means any Personal Data collected by the Affiliate on the Affiliate Site independently of the Integration Solutions.

“Hostelworld Data" means any Personal Data captured, retained, or furnished by a Visitor once they have transitioned to a Hostelworld platform, including data related to proprietary digital products or the Social Pass.

“Affiliate Site” means the Affiliate’s website and all affiliate websites, APIs, web, mobile and desktop applications, and emails lists, owned or operated by Affiliate (collectively “Affiliate Sites”);

"App-to-App Tracking" means the technology used to seamlessly route Visitors from the Affiliate Site directly into the Hostelworld mobile application.

“Controller” has the meaning given to it, or “Data Controller”, under applicable Data Protection Law;

"Data Protection Law" means all applicable worldwide laws and regulations relating to the processing of Personal Data, including, as applicable: (i) the GDPR and UK Data Protection Act 2018; (ii) the California Consumer Privacy Act (CCPA) and other US state privacy laws; (iii) the Personal Information Protection Law (PIPL) of the PRC; (iv) the Personal Data Protection Act (PDPA) of Singapore; and any other legislation applicable to the processing of Personal Data under this Agreement, as amended or replaced from time to time.

“Deduplicated” means the attribution of a Visitor referral to a single marketing channel (i.e., paid search, display, affiliate, etc.);

“Hostelworld” means Hostelworld.com Limited is a company incorporated in Ireland, with a registered address at 8 Harcourt Street, Dublin 2, D02 AF58, Ireland

“Hostelworld Affiliate Marketing Programme” means the affiliate marketing programme operated by PARTNERIZE.COM to promote Hostelworld’s online reservations business;

“Hostelworld Products” means any and all services, products, memberships, and platforms offered or facilitated by Hostelworld. This includes, but is not limited to: (i) third-party travel services where Hostelworld acts as an agent (including Accommodation Products); (ii) proprietary digital products, subscriptions, and loyalty mechanics where Hostelworld acts as the principal merchant (including the Social Pass); and (iii) access to Hostelworld’s digital infrastructure, including its websites, mobile applications, and booking engines.

“Hostelworld IP” means the Intellectual Property Rights in all materials made available to the Affiliate to implement the Hostelworld Affiliate Marketing Programme which are owned by or licensed to Hostelworld, including the Accommodation Product Content and the Integration Solutions;

“Integration Solutions” means the technical integration solutions made available to the Affiliate through which the Affiliate can enable Visitors to follow adverts and links to, or otherwise search for, interact with, and purchase Hostelworld Products on the Affiliate Sites, which include, but are not limited to, those set out in clause 6;

“Intellectual Property Rights” means all intellectual property rights including copyrights, patents, design rights, trade secrets, rights in confidential information, trade marks, trade names, domain names, service marks, rights in databases and know-how in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights or the right to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Mobile Measurement Partner (MMP) Tracking" means the approved third-party mobile partnership technology and affiliate mobile web traffic optimising and tracking tool utilised by Hostelworld to facilitate and track App-to-App routing and mobile conversions;

“Personal Data” shall have the meaning set out in Data Protection Law;

“PCI DSS” means the Payment Card Industry Data Security Standard;

“PARTNERIZE.COM” means Performance Horizon Group Limited, having its registered office at 8th Floor, West One, Forth Banks, Newcastle Upon Tyne, United Kingdom, NE1 3PA;

“PARTNERIZE.COM Agreement” means the agreement between PARTNERIZE.COM and the Affiliate that governs the Affiliate’s participation in PARTNERIZE.COM’s affiliate network;

“PARTNERIZE.COM Platform” means the solution implemented by PARTNERIZE.COM to operate PARTNERIZE.COM’s affiliate network, and which provides tracking and reporting in relation to Approved Transactions;

“PPC & SEO Policy” means the pay per click and search engine optimisation policy set out in Schedule 1 and as updated from time to time by Hostelworld;

“Service” means the service provided to Affiliate by Hostelworld pursuant to the terms of this Agreement, being the provision of technology solutions for the facilitation of data processing of reservation services in relation to Accommodation Product and other travel services;

“Service Provider” means an the operator of a business offering Accommodation Product, or other travel services provider, that has entered into a Service Provider Agreement with Hostelworld;

“Service Provider Agreement” means an agreement between Hostelworld and a Service Provider for the purposes of making Accommodation Product, or other travel services, available for booking online on Hostelworld’s websites and on the Affiliate Site;

“Similar Domain Name” has the meaning given to it in clause 3.1(c);

"Social Pass" means the proprietary loyalty, retention, and digital subscription product operated by Hostelworld, through which users who authenticate via designated social channels or app environments gain access to exclusive benefits, pricing, or app-specific offers. The Social Pass is a closed-network product operated exclusively by Hostelworld as principal merchant. All authentication, data processing, and fulfilment within the Social Pass environment are conducted solely by Hostelworld. References in this Agreement to the Social Pass include any successor, rebranded, or functionally equivalent product operated by Hostelworld from time to time. “Supplemental Content” has the meaning given to it in clause 2.4;

“T&Cs and Privacy Statement” means the terms and conditions and privacy statement that appear on the Hostelworld.com website;

“Term” has the meaning given to it in clause 10.1;

“Transaction” means a booking for Accommodation Product which is made by a Visitor in respect of which the Visitor has paid the appropriate charge and for which (i) the Visitor’s free cancellation right, if any, has expired without being exercised, and (ii) the arrival date for the booking has passed; and

"Unauthorised Code" means any discount, promotional, or voucher code that was not explicitly issued to the specific Affiliate via the Partnerize platform-or directly by a Hostelworld representative.

“Visitor” means any identified person accessing the Affiliate Site who generates requests, views pages and/or who may conduct a Transaction via the Integration Solutions.

## **2. Licence and Intellectual Property Rights**

2.1 Subject to full compliance by Affiliate with the terms of this Agreement and the PARTNERIZE.COM Agreement, Hostelworld grants Affiliate a worldwide, non-exclusive, revocable, license to use Hostelworld IP for the sole purpose of implementing the Hostelworld Affiliate Marketing Programme on the Affiliate Sites.

2.2 All Intellectual Property Rights in the Hostelworld IP are owned by or licensed to Hostelworld by another member of its corporate group and shall remain the exclusive property of the owner and licensor of such Intellectual Property Rights (subject to the terms of any license granted by such owner to Hostelworld).

2.3 Affiliate shall not use the Accommodation Product Content, whether provided under this Agreement or extracted from a Hostelworld owned website or other third party affiliate, for any purpose not expressly set out in this Agreement or the PARTNERIZE.COM Agreement including, without limitation, directly or indirectly contacting any Service Provider or third party, without Hostelworld’s prior written consent.

2.4 Affiliate may not make changes to Accommodation Product Content, nor may Affiliate request Hostelworld to make changes to content as supplied by Service Providers. However, Affiliate may supplement Accommodation Product Content with further information (“Supplemental Content”).

2.5 Each party shall immediately notify the other of any circumstances coming to their attention which may constitute an infringement of the other party’s Intellectual Property Rights.

### **3. Affiliate Obligations**

3.1 Affiliate shall:

(a) be responsible at their own cost for all design, coding and testing necessary to implement the Hostelworld Affiliate Marketing Programme on the Affiliate Site(s);

(b) ensure that it does not remove or obscure Hostelworld branding in connection with its implementation of an Integration Solution, unless prior written consent is given;

(c) not register or attempt to register any Hostelworld brand name or Hostelworld trade marks (or any derivative spellings or misspellings thereof) as internet domain names (such domain names each being a “Similar Domain Name”);

(d) comply with the PPC & SEO Policy as updated from time to time by Hostelworld;

(e) ensure that the Affiliate Sites do not include any of the following content:

(i) tobacco;

(ii) pornography;

(iii) unlawful or illegal activities; and

(iv) racism, homophobia or similar hate related content.

(f) Strict Promotional Code Usage: The Affiliate shall only use promotional materials, incentives, and offers (including, without limitation, discount or promotional codes) that are specifically provided or assigned to the Affiliate as part of the Hostelworld Affiliate Marketing Programme. The Affiliate shall not use, promote, share, or distribute any Unauthorised Code, including codes intended for another affiliate, internal testing codes, or codes scraped from third-party sources.

(g) Prohibition of Toolbars and Extensions: The Affiliate is strictly prohibited from using, promoting, or distributing toolbars, browser applications, and/or browser extensions that are designed or configured to intercept Hostelworld affiliate traffic, automatically apply promotional codes or vouchers, or overwrite, modify, or supplant existing tracking cookies or referral attribution, unless explicit, prior written consent is granted by Hostelworld in writing. For the avoidance of doubt, this prohibition extends to any extension or application that performs the above functions whether or not the end user is aware that such functionality is active.

(h) Prohibition of Automated Scraping: The Affiliate shall not use any automated systems, bots, or AI-powered assistants to gather prices, Accommodation Product Content, or other information from the Hostelworld platform without express, written permission.

(i) Account Maintenance: The Affiliate is responsible for ensuring that all contact information, website URLs, and payment details are kept accurate and up to date within the PHG Platform at all times.

(j) The Affiliate shall clearly disclose the use of any AI-powered assistants or generative AI tools used to create Supplemental Content. The Affiliate warrants that AI-generated content shall not infringe third-party Intellectual Property Rights and shall be subject to the same accuracy standards as set out in Clause 5.3.

(k) The Affiliate must ensure that all promotional activity on Affiliate Sites or social media platforms includes clear and conspicuous disclosures (e.g., '#ad' or 'Sponsored') as required by applicable consumer protection laws. Failure to provide such disclosures shall constitute a material breach under Clause 10.2.

#### **4. Approved Transaction and Commission Payments**

4.1 Standard Referral & The 30-Day Window A Transaction shall be attributed to the Affiliate through the PARTNERIZE.COM Platform where the relevant Visitor has been referred to Hostelworld via an authorised Affiliate link within the previous 30 days, and the Affiliate has complied strictly with its obligations under this Agreement in connection with such referral (each attributed Transaction being an "Approved Transaction").

4.2 Mobile and App-to-App Attribution (MMP Protocol) For any traffic directed to the Hostelworld mobile application, referrals must be strictly tracked using Hostelworld's designated App-to-App Tracking provider or Mobile Measurement Partner (MMP). As the approved MMP architecture is natively mapped to the PARTNERIZE.COM Platform, the Affiliate is solely responsible for ensuring they use the correctly formatted PARTNERIZE.COM tracking links to facilitate this routing. Any mobile transactions generated through deprecated tracking solutions, unmapped direct links, or improperly formatted URLs will not be tracked by the PARTNERIZE.COM Platform and shall strictly not be deemed an Approved Transaction.

4.3 Dynamic & Multi-Touch Attribution (MTA) Hostelworld does not operate on a strict, guaranteed "last-click" attribution model. Where the Visitor has been referred to Hostelworld via multiple participating channels, publishers, or touchpoints within the Hostelworld Affiliate Marketing Programme, Hostelworld reserves the absolute right to employ fractional, dynamic, or multi-touch attribution (MTA) models. The Approved Transaction and associated commission will be allocated based on Hostelworld's internal attribution logic, determining the commercial value contributed by each touchpoint.

4.4 Attribution Hierarchy & Commercial Overrides Notwithstanding any click-based tracking or MTA logic outlined above, Hostelworld retains the ultimate right to determine final attribution in the event of commercial overlaps:

- 4.4.1 Social Pass & App Exclusives: In the event a Visitor clicks an Affiliate's tracked link but subsequently authenticates and completes a Transaction via a "Social Pass" loyalty mechanism or a Hostelworld App-exclusive offer, Hostelworld reserves the right to determine the final attribution model. If Hostelworld deems the transaction was primarily driven by the closed-network loyalty mechanic rather than the initial affiliate referral, it shall not qualify as an Approved Transaction. The Affiliate acknowledges that the Social Pass (as defined in Clause 1) is operated exclusively by Hostelworld as principal merchant, and that all authentication and data processing within the Social Pass environment are conducted solely by Hostelworld as an independent Controller. The

determination of whether a Transaction was primarily driven by the Social Pass mechanism is strictly a commercial attribution exercise and does not imply shared determination of processing purposes.

- 4.4.2 The Promotional Validation Engine Override: Hostelworld's customer discount services management tool and promotional validation engine supersedes standard tracking logic. If a Visitor completes a Transaction using an exclusive promotional code uniquely mapped to a specific Affiliate ID, the commission shall be attributed to the owner of that code. Conversely, if an Affiliate drives a referral, but the Visitor purchases using a leaked or unauthorised promo code belonging to another campaign, the commission for the referring Affiliate shall be declined and reversed.

4.5 Tracking Evidence & Technical Limitations Referrals shall be tracked using the PARTNERIZE.COM Platform, authorised Mobile Measurement Partners (**MMPs**), and Hostelworld's internal systems. The parties agree that the data and records of Hostelworld in connection with Approved Transactions shall be considered conclusive evidence. In the event that a Visitor is using a device, browser, or privacy setting that prevents PARTNERIZE.COM or Hostelworld from verifying the referral, any transaction made by such Visitor shall not be deemed an Approved Transaction.

4.6 Payment Liability & Indemnification The Affiliate agrees that it is the sole responsibility of PARTNERIZE.COM to make any commission payments in connection with the operation of the Hostelworld Affiliate Marketing Programme. Hostelworld's sole obligation is to make such aggregated payments directly to PARTNERIZE.COM. Hostelworld has no obligation, liability, or mandate to make any such payments directly to the Affiliate under any circumstances.

## **5. Transaction Participation**

5.1 Accommodation & Third-Party Services (Agency Model) In relation to bookings of Accommodation Products or other third-party travel services, Hostelworld operates strictly as an agent and is never a party to the booking. Hostelworld does not provide the physical accommodation or other travel services. The Affiliate acknowledges that for all such bookings, a binding agreement comes into existence solely between the Visitor and the respective Service Provider (e.g., the accommodation provider), and that neither the Affiliate nor Hostelworld shall be held responsible or liable for any services provided, or failures to provide service, under that third-party agreement.

5.2 Proprietary Digital Products & Subscriptions (Principal Model) Conversely, in relation to the sale of proprietary digital products, memberships, and subscriptions—explicitly including but not limited to the Hostelworld Social Pass—Hostelworld acts as the principal merchant and direct provider of the service. The Affiliate acknowledges that the commercial agreement for these specific digital services exists directly between the Visitor and Hostelworld (or its authorised App Store billing partners), and no third-party Service Provider is involved.

5.3 Affiliate Representation & Marketing Claims The Affiliate acknowledges that Hostelworld shall never be, and the Affiliate shall not hold Hostelworld out as being, a party to any third-party accommodation bookings at any time. Furthermore, the Affiliate must accurately represent Hostelworld's proprietary products. The Affiliate must not make false, exaggerated, or misleading claims to drive conversions (e.g.,

claiming that purchasing a Social Pass guarantees free accommodation, waives deposit fees, or alters the Visitor's agreement with a third-party Service Provider).

5.4 Data Rights and Usage Where a Visitor executes any transaction via an Affiliate referral—whether making a third-party accommodation booking or purchasing a proprietary digital product/subscription—Hostelworld shall have the absolute right to access, capture, and retain all data furnished by such Visitor. Hostelworld shall be entitled to use such data in accordance with the overarching [Hostelworld Terms & Conditions](https://business.hostelworld.com/en/termsandconditions) (<https://business.hostelworld.com/en/termsandconditions>) and [Privacy Statement](https://www.hostelworld.com/legal/security-privacy) (<https://www.hostelworld.com/legal/security-privacy>). The parties agree that there is no shared pool of data. Upon a Visitor executing a transaction via an Affiliate referral, Hostelworld shall have the absolute right to capture and retain data furnished by such Visitor as an independent Controller. The Affiliate's role is limited to the referral of traffic. Once the Visitor has been routed via the Integration Solutions, the processing of that Visitor's data for the booking or subscription is the sole responsibility of Hostelworld

## 6. Integration Solutions

6.1 Hostelworld, at its sole discretion, will make one or more of the following integration solutions available to the Affiliate:

(a) Partner - API – Hostelworld's eXternal Services Programming Interface (the "Partner - API") enables the Affiliate to display Accommodation Product Content on the Affiliate Sites and facilitates Visitors to make bookings for Accommodation Product. Hostelworld shall:

(i) provide the Partner - API in accordance with the specifications in the latest version of the Partner - API-Developers Guide (the "Developer's Guide");

(ii) give the Affiliate reasonable written notice of any material change to the specifications that may affect integration with the Affiliate Site, including any deprecation of the Partner - API; and

(iii) discontinue support for any deprecated API and after three months of being deprecated will no longer provide access to a deprecated API.

The Affiliate shall implement the Partner - API in accordance with the latest version of the Developer's Guide.

(b) Booking Engine, White-label or iframe - The Affiliate is strictly prohibited from using iframes or similar functionality to display the Hostelworld website or Booking Engine without explicit, prior written approval.

(c) Direct Tracked Link - A direct link, containing a unique affiliate identifier code (ID) provided to the Affiliate by PARTNERIZE.COM that directs the Visitor to Hostelworld's products (the "Direct Tracked Link"). The Affiliate shall not make the Direct Tracked Link (directly or indirectly) available through, or use for this purpose, meta search sites, travel search sites or price comparison sites, unless agreed otherwise in writing by Hostelworld. The Affiliate shall not register, use, or attempt to use any website URL (domain name) containing the Hostelworld or Hostelbookers brand names, or any misspellings or similar names (mentioned in schedule 1) as part of the domain name used to host the Direct Tracked Link.

(d) Service Provider Data Feed - A monthly file may, at the discretion of Hostelworld, be made available to the Affiliate containing updated Accommodation Product Content. (the "Service Provider Data Feed"). The

Service Provider Data Feed is provided to supplement one of the above integration solutions and Affiliate agrees to update Affiliate Site with the most current Service Provider Data Feed content within 15 days of receiving each monthly data export.

(e) Mobile Deep Linking (MMP) - A specific tracking architecture provided via our designated Mobile Measurement Partner (MMP) that directs the Visitor into the Hostelworld mobile application. The Affiliate must comply with all MMP integration guidelines provided by Hostelworld. Unauthorised manipulation of MMP links, or attempts to force app-opens without a deliberate Visitor click, is strictly prohibited and will result in the suspension of the Affiliate's account.

6.2 The Affiliate shall implement the Integration Solutions in a manner that does not impose an undue capacity burden on Hostelworld's servers. In the event of undue capacity burden on Hostelworld's servers, Hostelworld may block or limit service requests from the Affiliate and notify the Affiliate of a server load issue. If 30 days after such notice, the Affiliate continues to impose an undue capacity burden on Hostelworld's servers, Hostelworld may terminate this Agreement on giving the Affiliate 10 days' notice.

## **7. Data Protection**

The Parties agree that if and to the extent that performing its obligations under this Agreement requires the Affiliate to transfer Personal Data to Hostelworld, this transfer shall be on the basis of separate independent Controllers. Each party further agrees that it shall comply with its obligations under applicable Data Protection Law when performing its obligations under this Agreement.

The parties acknowledge that they do not jointly determine the purposes or means of any processing. The Affiliate determines the purposes and means of processing on the Affiliate Site, and Hostelworld determines the purposes and means of processing on the Hostelworld platforms. The use of Integration Solutions, MMP Tracking, or attribution logic (including MTA) is a technical necessity for measuring commercial performance and does not constitute a joint processing operation.

## **8. PCI Compliance**

8.1 Affiliate represents and warrants that its payment processing practices comply with the PCI DSS (v3.0 or successor version) requirements during the Term. During the Term, each Party agrees to maintain security procedures to protect cardholder data (including Personal Data) (together "data") in compliance with PCI DSS. In addition, each Party will insure the security and integrity of the handling, access, storage, processing and transmission of such data and will abide by laws and regulations as may be enacted, adopted or determined from time to time regarding the confidentiality, use and disclosure of credit card information.

8.2 Each Party agrees to notify the other Party within thirty (30) days if the Party determines that it is not PCI-compliant, or is notified by a Qualified Security Assessor that the Party is not PCI-compliant.

8.3 Each Party shall comply with all applicable laws that require the notification of individuals in the event of unauthorised release of cardholder data. In the event of a breach of any of a party's data security obligations herein, or other event requiring notification under applicable law, the Party agrees to assume responsibility for informing all such individuals in accordance with applicable law. Each Party agrees to

notify the other Party's authorised representative as soon as reasonably possible in the event of an unauthorised release of cardholder data, once the party has determined that a breach has occurred.

8.4 Each Party shall use best efforts to immediately remedy any security breach and prevent any further security breach at such Party's expense in accordance with applicable laws, regulations and standards.

## **9. Consequences of Breach**

9.1 In the event of a breach or suspected breach by the Affiliate of the covenants, undertakings, restrictions, obligations and/or warranties set out in clause 3, Hostelworld shall be entitled, without prejudice to any other remedies available under law or contract, to:

- (a) suspend the Affiliate's participation in the Hostelworld Affiliate Marketing Programme; and
- (b) direct PARTNERIZE.COM to cease the payment of commission in relation to any Approved Transactions such that the Affiliate forfeits its right to receive commission in respect of those Approved Transactions.

9.2 In the event of the use or registration of a Similar Domain Name, the Affiliate shall transfer ownership of the Similar Domain Name to Hostelworld, through a domain name registrar of Hostelworld's choice, within 30 days. In the event the Affiliate does not transfer ownership of the Similar Domain Name within the required time frame, the Affiliate hereby irrevocably and unconditionally authorizes, empowers and gives a power of attorney to and in favour of Hostelworld to sign and/or execute all documents that are necessary or useful in relation to or required for the transfer of the Similar Domain Name to Hostelworld.

## **10. Term and Termination**

10.1 This Agreement shall come into effect on the date Hostelworld confirms the Affiliate's participation in the Hostelworld Affiliate Marketing Programme through the PARTNERIZE.COM Platform, and shall continue in full force and effect until terminated in accordance with this clause 10 (the "Term").

10.2 Either party may, without prejudice to any of the other rights which it may have, terminate this Agreement forthwith upon written notice to the other if:

- (a) any material breach of this Agreement made by a party is not remedied (if remediable) within 30 days after the service of written notice requiring remedy of the breach; or
- (b) the other party commits any act of insolvency, enters into liquidation, whether voluntary or compulsory; passes a resolution for its winding up; has a receiver appointed over the whole or any part of its assets; makes any composition or arrangement with its creditors; or is unable to pay its debts as they fall due; or takes or suffers any similar action in consequence of its debt, or generally suffers any analogous procedure.

10.3 Hostelworld may terminate this Agreement forthwith on written notice to the Affiliate if:

- (a) all or a majority of the then-issued share capital of the Affiliate, or all or a majority of the business and/or assets of the Affiliate, is or are sold to a direct competitor of Hostelworld (as determined by Hostelworld);
- (b) the Affiliate fails to comply with the PPC & SEO Policy set out in Schedule 1;
- (c) there have been no Approved Transactions in the preceding 6 month period;

(d) Hostelworld has reasonable concerns that the Affiliate is diluting, tarnishing or acting in a manner which is detrimental to the value of Hostelworld trade marks or the Hostelworld brand;

(e) the Affiliate is in breach of its obligations set out in clause 2.3; or

(f) the Affiliate engages in illegal activity of any type.

## 11. Consequences of Termination

11.1 Upon expiration of the Agreement or the earlier termination of this Agreement for any reason:

(a) the rights and licenses granted to each party pursuant to this Agreement shall automatically terminate;

(b) each party shall deliver to the other, within 30 days, all property, materials and other items (and all copies of them) in its possession belonging to the other party;

(c) both parties shall remove and cease to use all Intellectual Property of the other party;

(d) both parties shall eliminate any reference to this Agreement from their own websites and marketing materials;

(e) the Affiliate shall immediately remove any and all Accommodation Product, Accommodation Product Content and Integration Solutions from the Affiliate Site and provide Hostelworld with written confirmation that such content has been so removed and destroyed;

(f) the accrued rights of the parties as at termination, or the continuation after termination of any provision which, by its meaning or effect, is intended to continue to be effective after the expiration or termination, shall not be affected or prejudiced.

## 12. Warranties

12.1 Each party warrants that:

(a) it has the right and authority to enter into and perform all obligations under this Agreement;

(b) its entry into this Agreement does not breach any other agreement to which it is a party;

(c) its respective websites and/or platforms shall not infringe the Intellectual Property Rights of any third parties;

(d) it complies with, and shall obtain and duly comply with all approvals, consents, licenses, permits, certificates, registrations or other authorisations necessary for it to enter into this Agreement and perform its obligations under this Agreement.

12.2 The Affiliate acknowledges that the Service Providers are responsible for the delivery, entry, maintenance, timeliness, accuracy and updating of all Accommodation Product Content. Hostelworld will not be responsible or liable in any manner for the Accommodation Product Content, which it provides to the Affiliate without any warranty.

## 13. Indemnity

13.1 The Affiliate shall indemnify Hostelworld against all liabilities, costs, expenses, damages and losses suffered or incurred by Hostelworld arising out of or in connection with (i) any claim made against

Hostelworld arising out of or in connection with the use of the Supplemental Content and any other material provided by the Affiliate under this Agreement, including but not limited to claims for defamation, breach of privacy or data protection, actual or alleged infringement of a third party's Intellectual Property Rights, or claims by Visitors, Service Providers or any third party arising out of a booking made as a result of any inaccuracies in the Supplemental Content, (ii) any claim made against Hostelworld by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Affiliate, its employees, agents or subcontractors or (iii) any assessment of value added, sales or similar tax raised by any relevant taxation authority in respect of the Affiliate.

#### **14. Limitation on Liability**

14.1 Save in respect of death or personal injury caused by negligence, fraud or wilful default, the total aggregate liability of Hostelworld to the Affiliate, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the equivalent of the total commission paid to the Affiliate by PARTNERIZE.COM in the 12 months immediately preceding the date of the event that gives rise to the claim made by the Affiliate.

14.2 Whether or not advised of the possibility of such damages, neither party shall be liable to the other for (a) any loss of profits, loss of revenue, or loss of business (b) consequential, incidental, punitive, exemplary, special or indirect damages of any kind however arising, or (b) for any damages of any kind arising out of, under or relating to the failure of internet transmission or links.

#### **15. Confidential and Proprietary Information**

15.1 Each Party shall keep any confidential information relating to the business, affairs, plans, personal matters or products of the other party, which are designated as "confidential" or which ought reasonably to be regarded as confidential, which is obtained under or in connection with this Agreement and shall not use such confidential information for any purpose other than as strictly required for the performance of its obligations under the Agreement.

15.2 The provisions of this clause shall not apply to any information:

(a) in the public domain otherwise than by breach of this Agreement;

(b) in the possession of the other party before disclosure as aforesaid;

(c) obtained from a third party who is free to divulge the same; or

(d) which is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory authority.

15.3 The obligations under this clause shall continue in force notwithstanding the termination or expiration of this Agreement.

#### **16. Force Majeure**

16.1 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but not be limited to) acts of God, pandemic, epidemic, infectious diseases, perils of the sea or air, fire, flood, drought, explosion, embargo, riots, labour strikes,

civil commotion or civil authority including acts of local government, national health authority and parliamentary authority, provided that, if any force majeure event shall continue for more than six months, either Party may terminate this Agreement immediately on written notice to the other party.

## **17. Miscellaneous**

17.1 This Agreement may be amended by Hostelworld at any time on 21 days' notice to the Affiliate, which may be given to the Affiliate through the PARTNERIZE.COM Platform or using email. Where the Affiliate does not agree to such amendment, the Affiliate shall be entitled to terminate this Agreement within such 21 day period on written notice to Hostelworld.

17.2 The waiver of any particular breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

17.3 The Affiliate shall not be entitled to assign any of its rights and/or obligations under this Agreement without the prior written consent of Hostelworld. Hostelworld shall be entitled to assign and/or sub-contract any of its rights and/or obligations under this Agreement.

17.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

17.5 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

17.6 In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions of this Agreement shall not be affected.

## **18. Governing Law**

18.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland. Each of the parties hereby agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of such courts.

## **Schedule 1**

### Affiliate PPC and SEO Policy

#### Definitions

In this Affiliate PPC and SEO Policy capitalised terms shall have the same meaning as given in the Agreement, save where the context requires otherwise. In addition the following definitions shall apply:

Brand Names and Trade Marks means the brand names and trade marks owned by or licenced to Hostelworld.com Limited or Hostelbookers.com Limited.

Domain Names means the domain names used by Hostelworld.com Limited or Hostelbookers.com Limited; and

Third Party Platform means a search engine, price comparison website, travel search site, meta search website or provider of similar services.

#### General Obligation in Respect of Third Party Platforms

The Affiliate agrees and warrants that it shall not conduct, undertake, use, perform or exercise (or have or authorise third parties to conduct, undertake, use, perform or exercise) (a) any activity to unfairly influence the results of Third Party Platforms, or (b) unfairly influence any other form of online targeted advertising (whether directly, indirectly, or via or through Third Party Platforms) in respect of:

- (a) the Hostelworld website;
- (b) the Accommodation Product Content;
- (c) the Affiliate Website(s).

In this section “unfairly influence” includes, but is not limited to, using practices that are deceptive, misleading, unethical, or contrary to Third Party Platform terms of use.

#### Specific Obligations

##### Display URL

1. The Affiliate cannot include the Brand Names and Trade Marks in the display URL’s subfolder. For example,

www.affiliatesite.hostelbookers.com, aff.hostelbookers.com, www.affiliatesite.hostelbookers.co.uk, affiliatesite.hostelbookers.co.uk, www.affiliatesite.hostelworld.com, aff.hostelworld.com, www.affiliatesite.hostelworld.co.uk, and affiliatesite.hostelworld.co.uk are not permitted.

2. The Affiliate can include the Brand Names and Trade Marks in the display URL’s sub domain. For example, hostelbookers.affiliatesite.com, hostelbookers.affiliatesite.co.uk, hostelworld.affiliatesite.com and

hostelworld.affiliatesite.co.uk are accepted.

3. The Affiliate cannot use the Domain Names. For example, it is not permitted to use www.hostelbookers.com www.hostelbookers.co.uk, www.hostelworld.com or www.hostelworld.co.uk.

4. Direct linking from a PPC advertisement to the Domain Names is not allowed. For the avoidance of doubt, the Affiliate cannot use the Domain Names as the destination URL.

#### Ad Title

5. The Affiliate is not authorised to use the Brand Names and Trade Marks in its Ad titles.

#### Ad Text

6. The Affiliate is not authorised to use the Brand Names and Trade Marks in its Ad Text descriptive.

7. The use of the term "official site" in ad copy is not permitted.

#### Competitors

8. This policy does not prohibit the Affiliate from advertising on competitors' brand and/or competitors' derivatives.

#### Keywords

9. The Affiliate is not authorised to advertise on misspellings or variations of the Brand Names and Trade Marks in any search engine. To ensure the Affiliate does not appear on these terms, the Affiliate is required to apply an appropriate negative match to protected keywords to prevent any broad matching incident. This includes, but is not limited to, the names Hostelworld, Hostelbookers, bedandbreakfastworld, bandbworld, or any derivations or misspellings from such words.

(please contact Hostelworld for a full list of negative keywords).

10. The Affiliate is not authorised to advertise on the Brand Names and Trade Marks .

11. The Affiliate is not authorised to advertise on the Brand Names and Trade Marks even when using generic keywords.

12. The Affiliate is not authorised to appear before either Hostelworld.com Limited or Hostelbookers.com Limited in search engine listings even on generic words.

13. The Affiliate is not authorised to appear before Hostelworld.com Limited or Hostelbookers.com Limited on the Brand Names and Trade Marks. Overbidding the official Hostelworld.com Limited or Hostelbookers.com Limited advert is prohibited.

14. The Affiliate is authorised to advertise on generic words if the Affiliate uses a landing page.

#### Negative keywords list/ Trademarks

15. The Affiliate is not authorised to advertise on Brand Names and Trade Marks and misspellings of these terms, including but not limited to the names hostelworld, hostelbookers, bedandbreakfastworld, bandbworld, any derivations from such words or any similar terms

**\*\*NOTE\*\*** Any PPC bidding with the use of Hostelworld, Hostelbookers, or "Hostel world" in the keyword bid, including hyphens will not be considered an Approved Transaction and will result in immediate commission reversal and termination of this Agreement e.g. "hostel world book cheap hostels in London", "Hostelworld low cost accommodation in New York", "hostel world book cheap hostels in London" or

"Hostelworld low cost accommodation in New York" \*\*\* The Affiliates is required to apply an appropriate negative match to protected keywords to prevent any broad matching incident.

16. All affiliate sales are Deduplicated against other online advertising channels using a local storage and cookie data on Hostelworld's platform.

Deduplication channels include :

- PPC Brand
- PPC Generic
- Email Advertising
- Direct Partnerships
- Price Comparison
- Display & retargeting advertising
- Other Affiliate Networks