

Expedia Travel Agency Affiliate Agreement

Effective date: November 1, 2023

Expedia 旅行社聯盟合約 (以下稱「本合約」)

本合約之立約人為：(i) Expedia, Inc., 代表自己與 Travelscape, LLC (下稱**我們或本公司**)，以及 (ii) 申請書所載申請為 TAAP 會員的實體 (下稱**您**；本公司與您分稱**當事人**，合稱**雙方當事人**)。

1. 定義

於本合約中，下列名詞之涵義如下：

可接受的使用規定	不時透過 TAAP 網站提供、適用於 TAAP 網站的使用條款；
通知地址	如附件 1 (指定地區要求) 所載；
旅行社信用卡	屬於您或您的代表人的信用卡或簽帳卡；
合約	指本旅行社聯盟夥伴合約，包括本文之條款以及檢附之附件，其可能依其條款不時修訂；
申請	您及/或您的代表人申請加入 TAAP 時在 TAAP 網站上所填寫的申請書，以及於申請過程中提供我們的其他資訊；
核准交通行程	指「獎勵計畫」頁面所列之旅遊服務 (其可能依其條款不時修訂)，包括但不限於：(i) 航空交通，(ii) 構成套裝行程主要部分之鐵路交通，(iii) 汽車租賃，租賃期間至少為預訂飯店住宿之整個期間，或 (iv) 過夜遊輪；
預訂	透過 TAAP 網站代表旅客預訂的旅遊服務；
預訂手續費	您為促成預訂而收取的任何額外費用；
佣金	我們就您根據本合約提供的行銷服務而向您支付的費用；
機密資訊	涉及一方當事人或其集團成員之業務、財務、事務、工具 (包括技術中提供的工具)、產品、服務、員工、旅客、提供者 (包括特定區域、未來與潛在的人員、旅客和提供者)、價格、佣金、費率、合作廠商、程序或方法，並因本合約而向他方揭露或以其他方式由他方取得的專門技術、文件及資訊 (不問為商業、財務、技術、營運或其他)；
已消費預訂	已消費預訂：(i) 就預訂住宿而言，指住宿退房日期已過，(ii) 就預訂機位而言，指單程或回程航班的最後航段已經完成，(iii) 就預訂租車而言，指租車已經歸還，(iv) 就預訂活動或服務而言，指活動已經發生或服務已經履行；(v) 就保險而言，指保單已核保，無法再取消；以及 (vi) 就預訂套裝行程而言，指套裝行程的所有旅遊項目都已依據本定義的 (i) 至 (iv) 完成。

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控制	按 2010 年《企業稅法》(Corporation Tax Act) 第 1124 條所賦予之定義；
旅客	您透過 TAAP 網站為其預訂 (或可能預訂) 的個別消費者；
旅客信用卡	屬於旅客或與旅客關係人的信用卡或簽帳卡；
旅客聯絡資料	旅客的名字、姓氏、電子郵件地址及電話號碼；
旅客條款和條件	適用於旅客的條款和條件，其將透過 TAAP 網站不時公告；
Expedia Collect 預訂	指我們於預訂時向旅客收取，或代表旅客收取所有或部分款項之預訂；
經濟制裁	聯合國、歐盟、英國、美國或其他對本合約相關活動具管轄權之國家/地區實施的任何經濟或貿易制裁、出口管制或反抵制法律、法規、命令、指令、指示、許可或決定；
生效日期	您透過 TAAP 網站註冊 TAAP 帳戶之日期，或 (若適用) 本合約條款的變更根據第 29.12 條生效之日期；
活動	我們或我們的服務協力廠商為 TAAP 會員舉辦的活動、促銷和競賽；
Expedia Inc.	Expedia, Inc. 為一成立於華盛頓州之公司，地址為 1111 Expedia Group Way West, Seattle, WA 98119, USA；
Expedia Rewards	Expedia Rewards 顧客忠誠度獎勵計畫；
Expedia Travel	Travelscape LLC (一家成立並常駐於美國的公司，辦公事地址為 5000 W. Kearney Street, Springfield, MO 65803, USA)，或我們指定的其他集團成員，視情形而定；
非公開通路價格	我們可能不時為您提供的特定非公開通路促銷價格；
總預訂金額或 GBV	總預訂價值，即旅客為一筆預訂支付的總價，不包括：(i) 您附加的預訂手續費，(ii) 旅客住宿時支付的稅金和費用；(iii) 透過兌換抵用金、兌換券或折扣代碼支付或折抵的任何預訂項目；
團體訂房	指一或多項預訂，其中單獨或共同包含同一供應商在相同住宿日期提供的 9 間以上客房；
集團成員	指就我們或您 (視情形而定) 而言，直接或間接透過一個或多個中間人控制我們或您、受我們或您控制，或與我們或您受同一控制的實體；
「獎勵計畫」頁面	可透過「進一步了解」連結從 TAAP 網站存取，並載列不同等級及各獎勵措施的網頁；

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破產事件	指一方當事人 (或其母公司) 無法清償債務、進入清算程序 (以破產整併或重組為目的者除外) 或解散、與債權人達成債務償還協定、全部或一部資產遭受財產管理或遭指派接管人或破產管理人，或因債務、停止或可能停止交易，或於涉及他方當事人的其他司法管轄區發生相當於上述情形的程序而採取或遭受任何類似行動；
智慧財產權	在全球所有國家/地區的所有專利、著作權、商標、商業秘密、服務標章、設計、發明、發明研究 (不論是否可申請專利)、光罩著作、網域名稱和註冊、商號、秘密配方、秘密程序、電腦程式、機密資訊、專門知識及任何其他智慧財產或專有權利；上述項目之所有改良或衍生作品；以及上述項目之所有應用；
當地貨幣	如附件 1 (指定地區要求) 所載；
套裝行程	同一旅遊行程或假期中至少 2 種不同類型旅遊產品或服務的組合，其以單一價格搭配出售及宣傳，不能單獨選擇或拒絕特定部分；
套裝行程價格	按本合約之限制，限於做為 TAAP 會員套裝行程的一部分使用，且您不得修改之價格；
PCI DSS	《支付卡產業資料安全標準要求》(Payment Card Industry Data Standard Security Requirements)；
宣傳材料	我們或我們的服務協力廠商提供的任何「Expedia 智遊網」品牌宣傳品，以及其他與 TAAP 相關的材料；
價格	透過 TAAP 網站不時提供之任何旅遊服務的任何價格 (包括稅金和其他收費)；
代表人	當事人的員工、董事、高階主管、顧問和代理人；
受限制人員	列於下列清單，或 50% 以上由列於下列清單者 (包括一方單獨或多方合計) 所直接或間接持有或控制的個人或實體：歐洲聯盟的「歐盟指定制裁名單」(EU Consolidated List of Designated Parties)；英國財政部的「資產凍結目標綜合清單」(Consolidated List of Asset Freeze Targets)；歐盟或其成員國的其他指定制裁名單；美國財政部海外資產控制辦公室的「特別指定國家與封鎖人員名單」(List of Specially Designated Nationals and Blocked Persons) 或「海外逃避制裁者名單」(Foreign Sanctions Evaders List)；美國商務部工業安全局的「實體清單」(Entity List) 或「拒絕人員清單」(Denied Persons List)；或適用聯合國資產凍結措施的當事人名單；

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受制裁預訂	指我們有理由認為可能 (或無法保證不會) 使我們違反經濟制裁或受到經濟制裁處罰的旅客預訂；
子使用者	應 TAAP 管理者帳戶的邀請而註冊 TAAP 子使用者帳戶的代表人及/或第三人；
子使用者使用條款	我們不時向您提供的子使用者使用條款；
供應商	旅遊服務的提供者，即 Expedia Travel 或相關旅遊供應商；
供應商收款預訂	由旅遊供應商向旅客收取所有款項之預訂；
供應商規定和限制	供應商制定的預訂條款、規定和限制，包括取消政策和特殊入住說明；
TAAP	Expedia, Inc. 經營之旅行社聯盟計畫；
TAAP 帳戶	由使用者名稱與密碼構成，可供存取 TAAP 網站並進行預訂之帳戶；
TAAP 管理者帳戶	擁有自己的追蹤代碼並可加入 TAAP 子使用者帳戶的 TAAP 帳戶；
TAAP 會員	目前已獲核可的 TAAP 會員；
TAAP 會員套裝行程	由您組合，內含在 TAAP 網站上提供的旅遊服務，以及一或多個核准交通行程的套裝行程；
TAAP 子使用者帳戶	加入為 TAAP 管理者帳戶的子使用者，並與其共用追蹤代碼的 TAAP 帳戶；
TAAP 網站	附件 1 (指定地區要求) 所載之網站；
稅金	所有聯邦、全國、州、地方、省及其他稅賦、關稅、稅金、徵費、攤派，以及其他無論何種性質之類似政府收費及費用，併同就前述金額之所有利息、罰鍰及附加款；
效期	如第 17.1 條之定義；
指定地區	如附件 1 (指定地區要求) 所載；
等級	根據登入 TAAP 網站首頁時所見之特定年度 GBV 目標，以其實現狀況為 TAAP 會員指派的等級 (以預訂時點為準)；
追蹤代碼	隨附於 TAAP 帳戶的專屬識別碼，可供我們追蹤預訂；
交易稅	任何關於佣金及任何對按本合約規定提供服務而應支付或視為應支付之費用所產生之所有銷售稅、使用稅、貨物稅、總收入稅、增值稅、商品及服務稅，以及任何其他類似稅款 (並非基於非屬交易類稅金之總所得或淨所得或總收入或淨收入，而應繳納、計

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算或以其為計算基準之商業活動性質稅款)；為免疑義，交易稅不包含旅遊稅；

旅遊服務

透過 TAAP 網站提供的旅遊服務；

旅遊供應商

旅遊服務的第三人供應商，例如航空公司或住宿提供者；

旅遊稅

針對旅遊相關服務 (包括一般由線上旅遊公司提供的服務) 所課徵的一切銷售稅、使用稅、入住稅、住宿稅、投宿稅、旅遊稅、消費稅、總收益稅、增值稅、從價稅、商品與服務稅以及其他稅金；無論其名稱為何，以及其他交易稅或任何形式的費用 (包括任何稅金相關利息、罰款和附加款)。為免疑義，「旅遊稅」包括可能就預訂徵收的商業活動稅性質之稅金，但不包括特定司法管轄區為取代淨收入稅而徵收的商業活動稅 (例如，俄亥俄州商業活動稅、華盛頓州商業與職業稅、德克薩斯州特許經營權 (利潤) 稅)，其應由產生該稅金的當事人負擔；為免疑義，旅遊稅不包含交易稅；

TSF

Vrbo 旅宿預訂的客戶支付的旅客服務費，如 TAAP 網站所示；

增值稅

根據歐洲共同體第 2006/112/EC 號理事會指令，以及任何實施該指令的國內法暨其補充法所徵收的稅金，或任何國家或地區的類似銷售稅或增值稅；

無效預訂

旅客取消、退款、退單或提出爭議，或因詐欺或其他非法活動而發生，或涉及 TAAP 會員的違約行為，或我們因任何原因未收到全額款項的預訂；

Vrbo

以下相關實體：EG Vacation Rentals Ltd.、HomeAway.com Inc.、Bookabach Ltd.、Stayz Pty Ltd. 或 HomeAway Emerging Markets Pty. Ltd.，或任何特定預訂的 Vrbo 條款和條件中指定的上述其他集團成員；

Vrbo 旅宿

旅遊服務，包括出租度假屋旅宿，也可在 Vrbo.com 或相關網站上獲取；

Vrbo 條款和條件

適用於 Vrbo Properties 的旅客條款和條件，以及適用的 Vrbo 隱私權聲明 (其可能不時更新，更新時將通知您)；

工作日

定義見附件 1 (指定地區要求)。

2. 委任

- 2.1 我們根據本合約的條款和條件，委任您擔任我們的 TAAP 行銷合作夥伴。做為我們的行銷合作夥伴，您應根據本合約和適用法律積極向使用 TAAP 網站的旅客行銷旅遊服務。

3. 我們應提供之項目

- 3.1 我們將根據本合約的條款和條件，在合約效期內向您提供：

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- (a) TAAP 網站的存取權限；
 - (b) 若您的等級為銀級 (定義見「獎勵計畫」頁面) 以上，可使用套裝行程價格；
 - (c) 管理者專用 TAAP 帳戶，您可以使用該帳戶：
 - (i) 在 TAAP 網站上進行預訂；
 - (ii) 邀請您的代表人和第三人成為您的子使用者；
 - (d) 第 9.3 條所述客戶服務；
 - (e) TAAP 以及使用 TAAP 網站之特別訓練；
 - (f) 本公司不定期提供的宣傳材料；
 - (g) 參加本公司不時舉行的活動；
- 3.2 您承認並同意，TAAP 網站包含由旅遊供應商擁有、經營及/或提供的產品、內容及/或服務。根據本公司及/或本集團成員與該旅遊供應商之間的條款，某些產品、內容或服務可能不經通知，隨時變更 (加強、修改、暫停或移除) 或不再透過 TAAP 網站發佈，對此我們不負任何責任。
- 3.3 我們可能根據本合約的條款和條件，為您提供 Vrbo 住宿價格的存取權限，但須遵守以下規定：
- (a) 縱使有以下第 6.1 條規定，您仍應確保不向 Vrbo 住宿的旅客提供通常的旅客條款和條件；相對地，在預訂完成前，您應與旅客充分、準確地溝通，並確保客戶理解《Vrbo 條款和條件》。您也應確保立即向終端客戶傳達我們提供的任何租賃合約、入住登記指示或其他資訊。您應取得並保留旅客接受《Vrbo 條款和條件》的證據。除經我們事前另行以書面核准外，您不得修改《Vrbo 條款和條件》，亦不得向旅客作出附加於上述規定或與之牴觸的任何口頭或書面保證或聲明，包括關於 Vrbo 住宿之說明或保證滿足任何特別要求；
 - (b) 您不得將 Vrbo Properties 做為套裝行程的一部分進行行銷或開放預訂；
 - (c) 您應確保在向客戶發出的帳單文件中，明確表明 Vrbo 為 Vrbo 預訂的服務商，且您不得開立任何形式的稅務發票或付款收據，以免誤導旅客相信您為供應商；
 - (d) 您應告知旅客正確的 TSF，並同意 Vrbo 全權負責旅客付款的授權以及 TSF 的交付；
 - (e) 您承認並同意，Vrbo 住宿的二線客戶服務可能由 Vrbo (或其相關實體) 提供，而非由本公司提供；
 - (f) 與監管或政府機關就 Vrbo 住宿進行任何通訊時，您應盡速向我們或本集團成員提供您接獲的通訊副本。
 - (g) 您承認出租度假屋須遵守嚴格的監管規定，而此類規定可能要求我們改變向您提供特定 Vrbo 住宿的方式，包括特定住宿的供應情況或旅客資料收集方式的更新。

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4. 佣金

4.1 做為行銷服務的對價，我們將根據本合約的條款向您支付佣金。

4.2 達成以下先決條件前，您無法累積或獲得佣金：

- (a) 您向我們提供正確的銀行帳戶或第 7.1(f) 條所定的其他付款相關資料，並於變更時告知我們。若未於第一筆已消費預訂後一年內提供此類資料，Expedia 有權認定您未達成此先決條件 (除非另有書面約定)；
- (b) 在收取本合約規定之任何款項前，您已提供完整填寫並簽名之 IRS W-9 表單、IRS W-8BEN-E 表單或 IRS W-8BEN 表單 (或其後續替代版本)，以證明您不適用預扣規定，或有權免除或扣除預扣稅款 (依適用情況而定)。如有任何狀況改變導致您可能適用扣繳稅款，或扣繳稅款減免申請必須修改或將失去效力，您應立即通知我們，並提供最新的稅務文件。您應每三年向我們提供一次最新版本的 IRS W-9 表單、IRS W-8BEN-E 表單或 IRS W-8BEN 表單 (或其後續替代版本)，或於我們要求時盡速提供。若您未能履行本條義務，我們有權：(i) 從支付您的任何款項中扣減和保留適用法律要求我們扣減和保留的金額，以及 (ii) 若未於第一筆已消費預訂後一年內提供該表單，Expedia 有權認定您未達成此先決條件 (除非另有書面約定)。所有依本條款扣繳之金額，應視為已按付款條款向您支付；
- (c) 除另有書面約定外，第一筆已消費預訂後 12 個月內 (以下稱「十二個月期間」) 歸屬於您的追蹤代碼下總計超過新台幣 1400 元門檻之佣金。若屆時佣金未超過新台幣 71400 元門檻，您便無權獲得付款，此時佣金將於各十二個月期間結束時歸零。

4.3 關於佣金：

- (a) 支付方式為：
 - (i) 依「獎勵計畫」頁面的記載，以預訂或消費為基礎；
 - (ii) 以在 TAAP 網站上進行並連結至您的追蹤代碼的預訂為對象；
 - (iii) 按每筆預訂的 GBV 百分比計算 (確切比率取決於您在「獎勵計畫」頁面上的等級狀態)；
 - (iv) 累計至預訂做成或消費 (視情形而定) 當月的次月 30 日支付；以及
 - (v) 將電匯至您在 TAAP 申請書指定的銀行帳戶；
- (b) 以下情形不予支付：
 - (i) 無效預訂；
 - (ii) 「獎勵計畫」頁面中未載列旅遊服務的預訂；
 - (iii) 在 TAAP 網站之外 (例如在 Expedia 經營但非 TAAP 網站的網站) 進行的預訂，或未連結至您的追蹤代碼的預訂；以及

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- (iv) 與某些供應商有關的預訂；就此類供應商，Expedia 將根據第 28 條不時通知您。

- 4.4 您可以透過 TAAP 網站存取並下載佣金明細表。
- 4.5 透過國際銀行匯付任何佣金時，我們僅負擔匯出相關費用，其他費用 (包括匯入款項之相關費用) 應由您負擔。
- 4.6 對於我們在上一付款期間溢付的款項或您應承擔的其他責任 (包括我們為無效預訂和旅遊稅支付的金額)，我們得扣留該金額或要求您退款，且不影響我們的其他權利和救濟途徑。

貨幣與換匯

- 4.7 我們依本合約積欠您的佣金以及任何其他款項，應以當地貨幣或我們不時決定的其他貨幣付款。貨幣需轉換時，將按付款時由彭博公布之貨幣匯率 (或其他聲譽卓著之匯率) 兌換。

爭議

- 4.8 您有責任檢查各份佣金明細表是否準確，以及我們是否已向您支付正確的佣金。若您 (以合理方式並基於誠信原則) 對佣金金額有所異議，應立即 (不得晚於接獲該款項 90 日之後) 通知我們，並提供合理佐證。若您未於此日期前以書面提出異議，即表示放棄對佣金金額提出異議的權利。接獲通知後，我們應進行調查，且雙方應以誠信原則協商嘗試盡快解決爭議。若雙方未能於接獲您的異議通知後 60 日內解決爭議，則應根據第 31 條 (準據法及管轄權) 解決該爭議。

5. 價格

- 5.1 您僅得根據本合約之條款和條件，為本合約所定目的使用該價格。
- 5.2 您不得直接或間接向任何旅遊供應商分享或揭露價格或任何價格相關資訊。
- 5.3 您取得任何套裝行程價格時，負有下列義務：
- (a) 除內含於 TAAP 會員套裝行程外，不得向旅客顯示或洩漏該套裝行程價格；
 - (b) 在 TAAP 會員套裝行程中，僅得使用核准交通行程做為其他組成部分；
 - (c) 不得於旅客消費過程中 (含預訂及確認程序期間) 向旅客顯示或以其他方式告知該套裝行程價格之個別項目的單價；
 - (d) 確保套裝行程價格僅可適用於與 TAAP 會員套裝行程內所核准交通行程相關的相同行程 (包括預訂客房數量不得超過相關核准交通行程之人數)；且
 - (e) 在預訂消費完成後，請將 TAAP 會員套裝行程確實包含核准交通行程之證明保留至少 30 天。
- 5.4 如您有違反此第 5 條之情形，應立即通知我們。若您違反第 5 條，除我們的其他權利和救濟途徑外，我們得隨時片面立即限制或終止您使用套裝行程價格之權利。
- 5.5 我們得 (由我們全權決定) 在 5 日前發出書面通知，停止向您提供套裝行程價格。

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- 5.6 若您可取得專屬優惠價，則您僅得向選擇加入「封閉使用者群組」(定義由雙方當事人隨時約定)的旅客顯示此價格。為免疑義，未經我們的事前書面核可，您不得以專屬優惠價行銷。您應確保最終預訂價格，與我們就該等預訂向您提供的專屬優惠價相同。如有專屬優惠價，我們得(由我們全權決定)在 24 小時前發出書面通知，停止向您提供專屬優惠價。

6. 與旅客往來

6.1 預訂完成前，您應：

- (a) 與旅客進行充分正確的溝通，確保旅客理解：
 - (i) 與預訂相關之旅遊服務的**內容說明**；
 - (ii) 《供應商規定和限制》以及《旅客條款和條件》(二者皆可直接從 TAAP 網站列印出後提供予旅客，或將完全相同的內容完整納入您自行提供旅客的材料內)；
 - (iii) 第 12 條下 PTD 要求的任何資訊；
 - (iv) 第 13 條規定的任何預訂手續費；以及
 - (v) 所有相關法律規定之其他資料；
- (b) 確保旅客了解：
 - (i) 旅遊服務係由相關供應商提供；且
 - (ii) 其個人資料應根據第 15.3 條與我們共用；以及
- (c) 確保輸入至 TAAP 網站的所有資料完整正確。

- 6.2 您應取得並保留旅客接受《旅客條款和條件》以及《供應商規定和限制》的證據。除經我們事前另行以書面核准外，您不得修改《旅客條款和條件》及《供應商規定和限制》，亦不得向旅客作出附加於上述規定或與之牴觸的任何口頭或書面保證或聲明，包括旅遊服務之**內容說明**或保證滿足任何特別要求。

- 6.3 如有違反第 6.1 條及第 6.2 條之情形，或您未能確保旅客**閱讀**、了解並接受《旅客條款和條件》以及《供應商規定和限制》，則您應承擔責任，不問責任產生自契約、侵權行為(包含過失)、違反法定義務或其他原因。

6.4 您承認：

- (a) 關於預訂是否完成並構成供應商與旅客間具拘束力之合約，以《旅客條款和條件》為判斷依據。
- (b) 除適用法律要求外，供應商得不通知您或旅客，隨時修改《供應商規定和限制》。

預訂後通訊

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- 6.5 預訂完成後，我們將向您及/或旅客提供若干確認資料。您應於接獲資料後 24 小時內盡快將此等資料轉寄予旅客，不得對內容進行任何修改。此時，您得使用 TAAP 網站上的行程建立工具功能。

7. 行為守則

7.1 身為 TAAP 會員，您同意：

- (a) 僅使用您的 TAAP 帳戶代表指定地區內的旅客進行預訂；
- (b) 妥善指導您的代表人使用 TAAP 網站與您的 TAAP 帳戶，並負擔相關責任；
- (c) 確保您的代表人充分了解旅遊服務
- (d) 保護您 TAAP 帳戶的存取憑證 (包括追蹤代碼)，並防止 TAAP 帳戶及/或追蹤代碼遭未經授權者使用；
- (e) 依據可接受的使用規定以及本公司不定期提供之其他指引或指示，妥善存取本網站與 TAAP 帳戶；
- (f) 負責 (i) 在進行預訂前填妥並提供第 4.2(b) 條所定的所有稅務表單，以及 (ii) 提供正確的銀行帳戶或付款所需的其他資料，並於資料變更時告知我們；以及
- (g) 在完成預訂時，請向我們提供旅客的聯絡資料，我們只會根據第 9.4 條使用這些資料。

7.2 做為 TAAP 會員：

- (a) 您不得在旅客未完全知悉或未完全同意的情況下，完成或意圖完成任何預訂；
- (b) 您不得作出本公司合理認定可能或將對本公司或本集團成員之品牌、聲譽或商譽造成負面影響的任何行為、不作為或聲明；
- (c) 您不得以口頭或書面向旅客保證或聲明適用於預訂的稅金：(i) 附加於，或 (ii) 變更或抵觸，TAAP 網站上該稅金的內容及陳示；
- (d) 您使用 TAAP 網站或與旅客往來時，不得干擾 TAAP 網站的運作或有詐欺、欺騙、不實或非法行為；
- (e) 您不得對 TAAP 網站或本集團成員的網站進行出售、重製、展示、複製、改編、反向工程、解譯、反組譯、製作衍生作品、更正錯誤，或以非根據本合約的方式直接或間接使用；
- (f) 您不得採取本公司認為造成 TAAP 網站技術或基礎設施蒙受不合理或過大負載的任何行動；
- (g) 您僅得在預訂內納入旅客明確要求的旅遊服務。

- 7.3 您不得於聯繫旅客時做出不實陳述，謊稱代表他人行事，包含 (僅做為例示) 使旅客認為您與供應商有任何直接關聯。

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- 7.4 非經我們明確指示，您不得就預訂直接聯絡 TAAP 網站以外的任何供應商。若供應商在 TAAP 網站之外直接與您通訊，您應立即轉發通訊內容給我們。
- 7.5 非根據旅客的特別要求，您不得進行預訂。您亦承認，任何預訂皆成立於旅客與供應商之間，未經相關旅客同意，您不得擅自取消或修改。
- 7.6 您承認不得透過 TAAP 網站進行團體訂房。若您或旅客需要團體訂房，您應通知我們並遵守我們的相關程序。我們有權取消任何團體訂房，此時您應負擔取消費用。
- 7.7 若預訂違反《旅客條款和條件》、《供應商規定和限制》或本合約之條款，我們保留取消預訂的權利。

8. 子使用者

8.1 若您邀請代表人及/或第三人成為您的子使用者：

- (a) 您必須確保子使用者適用並遵循至少等同於本合約對您施加的義務，並應令子使用者簽訂等同於或義務不亞於《子使用者條款》(以不時更新並通知您的版本為準) 的條款；
- (b) 您應全權負責支付予子代理人之薪酬；
- (c) 對於因您的子使用者所做預訂而積欠我們的款項，應由您負責；
- (d) 您必須對您的子使用者的行為和過失負責；且
- (e) 若發現子使用者未遵守本合約或《子使用者使用條款》，您應立即通知我們，並暫停其存取 TAAP 網站的權限。

8.2 您承認並同意，若有任何子使用者未遵守本合約或《子使用者使用條款》，我們得暫停其存取 TAAP 網站的權限。

9. 客戶服務

9.1 您應全權負責為旅客提供所有預訂相關問題的第一線服務，並盡合理努力，根據您的政策和流程盡速提供此類服務。

9.2 若無法透過合理的努力解決問題，您應撥打 TAAP 網站所列的電話號碼與我們聯絡，尋求第二線支援。為便於我們提供支援，您應盡速向我們提供旅客就預訂事宜發出的所有通訊內容，並將我們的所有相關通訊內容轉交旅客，此過程中不得有所修改或刪除。

9.3 若旅客因預訂相關事宜而：

- (a) 直接聯絡本公司；
- (b) 經轉介至本公司 (因錯誤或其他情形)；或
- (c) 根據第 9.4 條經本公司聯絡，

我們將根據 TAAP 網站上的標準客戶服務政策 (其可能不時修訂) 提供支援。

9.4 我們只能在以下情況下聯絡旅客：

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- (a) 在旅遊緊急狀況下；
- (b) 如果我們合理認定為完成旅客預訂之情況所需；
- (c) 如果您有違反本協議之行為，由本公司全權決定；或
- (d) 根據第 15.4 條，針對預訂或預訂退款。

為免疑義，我們絕不會出於行銷目的聯絡旅客。

10. 投訴

- 10.1 若旅客本人或其代表人提出任何預訂相關投訴，但您的第一線服務無法解決，我們將盡合理努力協助您解決該事宜，包括促進與供應商的討論。若您未遵守本合約中關於預訂和確認流程的任何規定 (包括但不限於遵守 PTD) 而遭到投訴，則對於您因此所受的任何損失，本公司概不負責。
- 10.2 縱使有任何相反規定，對於針對您或您的代表人提出的投訴，應由您自行負責，本公司概不承擔處理或解決此類投訴的責任或義務。

11. 獎勵、宣傳材料和活動

- 11.1 本公司就特定預訂提供，以供透過 TAAP 兌換的抵用金，皆應轉交予進行預訂的旅客。此外，我們供透過 TAAP 兌換，但與特定預訂無關的抵用金所產生的折扣，皆應提供予旅客。為免疑義，若您兌換任何根據其條款無法透過 TAAP 兌換的抵用金，我們有權向您追回該抵用金的價值，包括以該金額抵銷未來應付給您的任何佣金。
- 11.2 您無權以 TAAP 會員的身分取得 Expedia Rewards 會員資格，亦無權收集 Expedia Rewards 點數，或透過旅客在 TAAP 網站上進行預訂所獲得的 Expedia Rewards 點數，獲取任何個人利益或好處。
- 11.3 我們可能不時向您提供宣傳材料。此時：
 - (a) 本公司授予您非專屬授權，允許您依據我們的書面指示，在您的營業處所使用宣傳材料；
 - (b) 我們得隨時發出通知撤銷或修改此授權；且
 - (c) 若我們撤銷授權，您應歸還或銷毀宣傳材料，並以書面確認。
- 11.4 本公司可能不時舉行活動。若您參加此類活動：
 - (a) 您應遵守該活動的相關附加條款和條件；
 - (b) 您授權本公司在活動相關宣傳材料中發佈、印刷及使用您的商標、品牌及圖像，無需進一步引用出處、付款或提供其他補償，包括在 TAAP 網站或活動相關電子報中提及您的名稱及相片；且
 - (c) 如有 TAAP 會員妨害 (或試圖妨害) 活動進行、違反活動相關附加條款和條件，或有詐欺、瞞騙、不誠實或非法行為，您承認我們有權逕行取消其會員資格。

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12. 套裝行程和相關旅遊安排

12.1 本節用語定義如下：

- (a) **Expedia 套裝行程**指由本公司或本集團成員設計，並在 TAAP 網站上提供預訂的套裝行程；
- (b) **LTA** 指 PTD 第 3 條定義的相關旅遊安排；
- (c) **策劃者**指 PTD 第 3 條定義的策劃者；
- (d) **PTD** 指歐洲議會與理事會於 2015 年 11 月 25 日就旅遊套裝行程及相關旅遊安排頒布的第 2015/2302 號歐盟指令 (以下稱「旅遊套裝行程指令」)，暨各歐洲成員國實施並不時修訂之版本；以及
- (e) **零售商**指 PTD 第 3 條定義的零售商。

由您策劃的套裝行程

12.2 您承認並同意，您為 TAAP 會員套裝行程的策劃者，並應遵守 PTD 下的策劃者責任。

由 Expedia 策劃的套裝行程

12.3 您承認並同意，對於 TAAP 網站上提供、未經任何修改即向旅客出售的 Expedia 套裝行程，Expedia Travel 為策劃者，而您為零售業者。對於 Expedia 套裝行程，Expedia Travel 應遵守 PTD 下的策劃者責任，而您應遵守 PTD 下的零售業者責任。

相關旅遊安排

12.4 您承認並同意，對於可能透過 TAAP 網站及/或本公司擁有或經營的其他網站規劃的任何 LTA (可能透過 TAAP 網站及/或本公司擁有或經營的其他網站預訂兩項獨立的旅遊服務，抑或與您或第三人安排的其他旅遊服務相組合)，您為 LTA 的協調者，並應遵守 PTD 關於 LTA 的要求。

13. 預訂手續費

13.1 您得在向旅客收取的總金額中加入預訂手續費，前提為：

- (a) 預訂手續費應單獨列出供旅客參考，且未加計至我們提供的價格 (包括稅金和費用) 內；
- (b) 您明確向旅客表明預訂手續費為您所收取；且
- (c) 您在預訂相關條款和條件中納入以下或意思相同的內容：「總價格可能包含 [插入您的名稱] 額外收取的預訂手續費」。

14. 指定地區之外

14.1 若您位於指定地區之外，並獲得核可成為 TAAP 會員：

- (a) 縱使有第 7.1(a) 條之規定，您得使用 TAAP 帳戶在您於申請書中指定的地點代表旅客進行預訂；且

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- (b) 若您在指定地區之外行銷旅遊服務，則對於本公司或本集團成員因此所受的一切類型損失、責任、損害、罰鍰、成本與支出 (包括法律費用及其他專業人員費用)，您應按要求全額賠償本公司及各本集團成員 (以及各自之代表人)，不問責任產生自契約、侵權行為 (包含過失)、違反法定義務或其他原因。

15. 資料保護與 PCI

- 15.1 任何與本合約相關的個人資料，將由各方以獨立自主管控者的身分進行處理。各方均須遵守《Expedia 旅行社聯盟合約 - 管控者對管控者合約 (包括 SCC)》中，適用於其的資料保護規定 (下稱「規定」)，該合約請見此連結：<https://www.expediagroup.com/who-we-are/corporate-standards/partner-privacy-data-handling-requirements/default.aspx> (其可能不時修訂；但若規定在您最後接受本合約當日之後有所變更，且該變更屬以下情況，則未經通知，對您不生效力：(a) 並非為遵守適用的資料保護法例而做出；或 (b) 在其他方面對您造成重大不利影響；但若您已接受該變更，則不在此限)。規定透過引文納入本合約，重大違反規定即視作重大違反本合約。第 15 條未定義之用語，其涵義與規定之記載相同。

(a)

PCI

- 15.2 您保證並聲明：

- (a) 您僅得在遵守本合約義務所需的範圍內取得、使用、傳輸並儲存持卡人資料；
- (b) 您取得、使用、傳輸、儲存或處理持卡人資料時，應遵守以 (處理資產管理；人員安全；物理、環境、設備和媒體安全；通訊與經營管理；存取權限控制；資訊系統開發和維護；事件管理；業務連續性管理與合規性等領域的) 行業最佳做法為基礎的資訊安全管控措施；
- (c) 向我們提供您獲得的任何年度合規證明的副本；以及
- (d) 如有任何影響旅客持卡人資料的資訊安全管控違規或個人資料外洩，盡速根據第 15.6(b) 條通知我們。

- 15.3 我們承認，對於我們擁有、儲存、處理或傳輸的持卡人資料，我們應負責其安全，並應遵守 PCI 安全標準委員會發佈並可能不時更新的 PCI DSS。

旅行社信用卡

- 15.4 若使用旅行社信用卡進行預訂：

- (a) 您聲明並保證使用該旅行社信用卡已獲得授權，且您已採取一切商業上合理的必要措施，可確保發卡機構於結算本合約下的預訂時不會阻擋或拒絕旅行社信用卡的任何授權使用。使用旅行社信用卡所做的每筆預訂，皆視為已獲得您的授權；
- (b) 您應為每筆預訂傳送所有必要的付款及信用卡資訊，以便本公司透過旅行社信用卡處理付款；

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- (c) 向旅客收取款項時，您應承擔無取法收取的風險，因此應對任何無效交易以及該無效交易的所有相關成本、支出或費用負責，包括退款金額、交換費或商家處理成本、罰款、罰金及手續費；以及
- (d) 我們支付到您旅行社信用卡的任何退款，都必須在您收到該退款的 7 天內轉給相關旅客。您不得向旅客提供兌換券以代替現金退款。

縱使有任何相反的規定，我們保留在以下情況直接退款至旅客信用卡的權利 (且您在此明確允許我們這樣做)：(i) 您受到破產事件的影響；或 (ii) 您出現財務困難的跡象，而我們認定這可能妨礙您遵守本協議的條款；或 (iii) 我們自行認定，軍事或恐怖行動或超出我們控制範圍的特殊政治、經濟或其他環境或事件，對旅遊業務、我們的業務或進入或瀏覽 TAAP 網站造成重大影響。

旅客信用卡

15.5 若使用旅客信用卡進行預訂：

- (a) 您聲明並保證，使用該旅客信用卡經過旅客授權。使用旅客信用卡所做的每筆預訂，皆視為已獲得旅客授權；
- (b) 您應為每筆預訂傳送所有必要的付款及信用卡資訊，以便本公司透過旅客信用卡處理付款；以及
- (c) 您不得將任何旅客信用卡資訊儲存在 TAAP 網站上。

16. 智慧財產

16.1 根據本合約的條款和條件，本公司授予您非專屬、不可轉讓、可撤銷、免權利金的權利，得使用 TAAP 網站，以於本合約許可的範圍內提供本合約記載的行銷服務。您承認本公司擁有並保留 TAAP 網站的一切權利、資格與利益。

16.2 於合約效期內，您授予本公司全球性、非專屬、免權利金的權利，得使用您的商標和品牌，於新聞稿或公開聲明中提及雙方之間的關係，且您保證並聲明您的商標和品牌未違反、侵害或盜用他人的智慧財產權或其他專有權利。除經第 11.3 條允許外，未經本公司事先書面同意，您不得使用本公司或本集團成員的商標和品牌。

17. 期限和終止

17.1 本合約應自生效日開始並無限期展期，至任一方當事人根據本合約條款 (以下稱「**效期**」) 終止合約為止。

17.2 發生下列情形時，當事人得按下列方式終止本合約：

- (a) 以至少 30 日前的書面通知隨時終止；或
- (b) 若我們根據第 29.12 條通知您變更，而您亦根據第 29.12 條通知我們您反對變更，則得立即終止。

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17.3 若您或您的代表人有下列情形，我們得以書面立即（或於我們指定的其他期間屆滿時）終止本合約：

- (a) 未獲得成為 TAAP 會員的核可；
- (b) 重大違反本合約；
- (c) 發生破產事件；
- (d) 違反第 7 條（行為準則）、第 15 條（資料保護與 PCI）、第 19 條（保密條款）或第 20 條（受限制人員與指定地區）；
- (e) 未於第一筆預訂做成後一年內，填妥並提供第 4.2 條要求的所有稅務表單及/或銀行帳戶，或其他付款相關資料；
- (f) 未根據第 26 條（不可抗力）履行或延遲履行您的義務；
- (g) 若您或您的代表人，或 Expedia，因法律規定有所變動，而使一方當事人履行本合約或法律責任的能力受到重大影響；或
- (h) 我們合理認定（由本公司全權決定）您或您的代表人：
 - (i) 濫用 TAAP 或 TAAP 網站；或
 - (ii) 有詐欺、欺騙、不誠實或非法行為。

17.4 本合約終止後，應立即產生下列效果：

- (a) 我們根據本合約授與您的所有授權應告終止，且我們得立即撤回您對 TAAP 網站及您的 TAAP 帳戶的存取權限；
- (b) 您應歸還或銷毀宣傳材料，並以書面確認；以及
- (c) 您應立即支付本合約下的到期款項。

18. 暫停您的存取權限

18.1 有下列情形時，我們得立即暫停您對 TAAP 及 TAAP 網站的存取權限：

- (a) 您違反（或我們可合理預期您將違反）本合約；
- (b) 我們有權根據第 17 條終止本合約；
- (c) 我們認定（由我們全權決定）為避免下列情形所需：
 - (i) 濫用 TAAP 網站的任何內容（包括任何價格）；或
 - (ii) TAAP 網站的使用方式對本公司或本集團成員造成傷害或財務損失（包括無效預訂數量顯著或異常增加，或詐欺交易的風險顯著或異常提高）；及/或
- (d) 您的 TAAP 帳戶超過 12 個月處於無活動狀態。

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18.2 我們根據本條款採取行動時，將於合理可行的範圍內盡快通知您。

19. 保密條款

19.1 當事人應對他方的機密資訊保密，不得：

- (a) 將此類機密資訊用於非本合約之目的；或
- (b) 向第三人揭露該機密資訊 (不問為全部或一部)，但其有必要知悉本合約相關機密資訊，並可確保遵守此保密義務的代表人、分包商、專業顧問及集團成員不在此限。

19.2 第 19.1 條不適用於接收方可證明下列事實的機密資訊：

- (a) 接收方揭露的組合形式大致已公開 (因違反本合約或任何其他保密義務而導致時除外)；
- (b) 合法獲自無資訊保密義務的第三人；
- (c) 法律、法院命令或任何具管轄權之監管機關要求揭露 (且僅得於該要求的範圍內，為回應該要求而揭露)；
- (d) 經揭露方以書面准許揭露；或
- (e) 未參考他方揭露的機密資訊而獨立開發。

19.3 若當事人因第 19.2(c) 條所述情形而須揭露他方機密資訊，應於合理合法範圍內盡可能通知他方，並於合理範圍內協助他方避免或限制所需的揭露。

19.4 縱使本合約有相反規定，本公司仍得使用我們因本合約而收集、接收、產生、建立、彙編或處理的資料和資訊 (不包括 TAAP 個人資料)，經營和開發我們的合作夥伴計畫，包括 TAAP 網站，以及促進我們的業務。與第三人共享此類資料及/或資訊時，本公司應進行匿名處理，使您的資訊不易被識別 (除非雙方另有約定)。

20. 限制人員與指定地區

20.1 您持續保證並聲明，您、您的集團成員及代表人無下列情形：

- (a) 成立地點、總部地點、日常居住地、經營據點或子使用者位於因經濟制裁而受全面限制的國家或地區 (截至 2020 年 1 月 1 日包括古巴、伊朗、朝鮮、敘利亞及烏克蘭克里米亞地區)；或
- (b) 為受限制人員。

20.2 合約效期內如有下列情形，您應立即通知我們：

- (a) 第 20.1 條之狀況有任何改變，包括造成您正在或開始於因經濟制裁而受全面限制的國家或地區經營業務；或
- (b) 您開始於公認具高度經濟制裁風險的國家/地區 (截至 2020 年 1 月 1 日包括俄羅斯、烏克蘭及委內瑞拉) 經營業務。

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20.3 您和您的代表人：(i) 在履行本合約時，應遵守所有經濟制裁措施；(ii) 在履行本合約時，不得促進任何涉及受限制人員的活動，或以其他方式與受限制人員往來；以及 (iii) 不得以任何作為或不作為使本公司違反經濟制裁或受經濟制裁處罰，並就此事宜與我們合作。在本合約下，本公司無義務採取任何可能 (由我們全權認定) 受經濟制裁禁止或適用經濟制裁處罰的作為或不作為。

20.4 您應提供我們要求的一切資訊、合作和協助，供我們篩選旅客並在懷疑有受制裁預訂時，進行調查和核實。尤其在我們要求您提供進一步資訊時，您應遵守我們指定的回應期限，且您承認未遵守期限即視為違反本第 20 條。

20.5 您同意並承認：

- (a) 我們保留取消任何受制裁預訂之權利；
- (b) 您不會收到任何受制裁預訂的佣金；以及
- (c) 若您違反第 20 條，本公司得根據第 17.3(d) 條立即終止本合約。

20.6 若有違反此第 20 條之情形，您應立即通知我們。

21. 保險

21.1 合約效期內，您應向信譽良好的保險公司，投保所有適用法律要求以及履行合約義務所需的保險。此類保險的理賠範圍應包括商業一般責任和專業責任，金額不得低於您根據本合約獲得的年度佣金。我們提出要求時，您應提供保單副本。

22. 法律遵循

22.1 於達成下列目的所需的範圍內，您應允許我們 (及/或促使我們得以) 取得/存取/進入/接觸您、您的分包商及代表人的記錄、系統、場所、人員、資訊及/或其副本：

- (a) 查核您是否遵守本合約；
- (b) 在我們合理懷疑或已知悉有嚴重違反本合約、潛在或實際的個人資料外洩、詐欺及/或違反法律之情形時進行調查；或
- (c) 履行具管轄權之監管機關的任何要求。

22.2 我們僅得為此類查核及後續索賠目的而運用本條款下的權限，並應將我們獲得的任何資訊視為您的機密資訊。

23. 聲明與保證

23.1 您承諾、保證並聲明，您：(i) 應遵守所有適用法律；(ii) 應獲得經營旅行社或類似業務的執照，並於我們要求時立即提供證明；(iii) 應全權負責取得及維持簽訂並持續履行合約義務所需的一切授權、同意和其他許可 (若有，不問是否為法定)，以及一切必要的財務安全安排；(iv) 應自行負擔遵守本第 23.1 條的成本；以及 (v) 未曾亦不會簽訂履行義務時可能違反本合約的其他協議。

23.2 您承諾、保證並聲明：

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- (a) 您具備執行、交付與履行本合約的正式授權與資格，且此類行為並未（亦不會）牴觸或違反您為當事人或有遵守義務的法律、法規、政策、契約、信託或其他文據，以及本合約構成您有效且具拘束力的義務，得根據其條款強制執行；
- (b) 您履行合約義務時，應採取合理的技術與注意、聘僱具適當技術及經驗的人員，並遵循最佳行業規範及我們的指示。
- (c) 您應遵守附表 1 (指定地區要求)；
- (d) 我們基於本合約而提出合理要求時，您應與我們及本集團成員合作，提供資訊與協助。
- (e) 您已提供，以及未來將繼續提供的資訊皆真實、準確而完整，且您有權提供該資訊；
- (a) 您已詳閱本合約，了解、接受並同意授本合約所載條款和條件；
- (b) 就本合約，您：
 - (i) 應遵守美國 1977 年《反海外腐敗法》(Foreign Corrupt Practices Act)、英國 2010 年《反賄賂法》(Bribery Act) 暨其修訂版本，以及提供服務之國家/地區內其他適用的反腐敗法；
 - (ii) 未遭任何司法管轄區的法院認定為違反此類法律；以及
 - (iii) 不會直接或透過第三人間接不當付款或從事違反該法律的行為；

23.3 您同意並承認：

- (a) 除本合約明文規定外，在適用法律允許的最大範圍內，我們明確排除與本合約有關的任何聲明、保證或條件，不問為明示、默示、法定或其他，包括但不限於適銷性、適於特定用途、所有權與未侵權、貿易用途、交易過程、結果的準確度或完整性，以及資料或資訊之保證。
- (b) 我們不保證可連續或不間斷地存取 TAAP 網站，或其安全或無錯誤，且 TAAP 網站的運作可能因我們無法控制的各種因素而中斷，我們對其是否可使用未為任何保證；
- (c) 我們未保證、聲明或承諾 TAAP 網站或本合約下的其他任何服務，可為您帶來特定程度或類型的財務結果；
- (d) 對於下列各項，我們概不負責，不問責任產生自契約、侵權行為 (包含過失)、違反法定義務或其他原因：
 - (i) 供應商提供或透過 TAAP 網站供應的任何產品、服務或網站；
 - (ii) 您未遵守所有義務，包括但不限於您在 PTD 下的財務安全義務；
 - (iii) 因濫用或不當使用 TAAP 網站所致的其他訴訟。
 - (iv) 我們根據第 18.1 條行使任何暫停權；或
 - (v) 我們根據第 26.2 條暫停履行或支付佣金。

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24. 賠償

24.1 對於本公司或本集團成員因下列情形所受的一切類型損失、責任、損害、罰鍰、成本與支出 (包括法律費用及其他專業人員費用), 您應按要求全額賠償本公司及各本集團成員 (以及各自之代表人), 不問責任產生自合約、侵權行為 (包含過失)、違反法定義務或其他原因:

- (a) 您違反第 7 條 (行為準則)、第 15 條 (資料保護與 PCI)、第 16 條 (智慧財產)、第 19 條 (保密條款)、第 20 條 (受限制人員與指定地區)、第 27 條 (稅務) 以及附表 1 (指定地區要求);
- (b) 您未遵守本合約中關於預訂和確認流程的任何規定 (包括但不限於 PTD 和 LTA, 視情形而定);
- (c) 因您或您的代表人的行為、過失、疏忽或違反本合約任一條款導致的旅客投訴;
- (d) 與您的追蹤代碼連結之預訂所使用的簽帳卡或信用卡有詐欺或其他濫用情形, 不問該卡片為誰所有; 以及
- (e) 您違反第 15.4 條規定之義務, 亦即將任何退款轉給旅客或未提供兌換券以代替現金退款。

24.2 若我們未遵守 PTD 下與 Expedia 套裝行程相關的義務, 則對於您因此所受的一切類型損失、責任、損害、罰鍰、成本與支出 (包括法律費用及其他專業人員費用), 我們應按要求全額賠償您以及您的代表人, 不問責任產生自合約、侵權行為 (包含過失)、違反法定義務或其他原因。

24.3 若我們基於第三人索賠或旅客投訴 (以下稱「索賠」) 依據第 14 條或第 24.1 條尋求賠償:

- (a) 您應允許我們掌控索賠的辯護及和解;
- (b) 您應自行承擔費用, 向我們提供我們就索賠的辯護及和解要求的一切合理資訊與協助;
- (c) 非經我們以書面要求, 或適用法律或法院命令要求, 您不得就索賠作出任何承認或讓步; 以及
- (d) 隨時告知我們索賠的重大進展。

25. 責任

25.1 縱使有第 25.2 條或第 25.3 條之規定, 對於過失所致之死亡或人身傷害、詐欺或不實陳述、本合約規定的賠償、本合約下的付款義務、故意違約, 或依適用法律無法限制或排除的其他義務, 本合約並未限制或排除當事人的責任。

25.2 以遵守第 25.1 條為前提, 當事人無需就下列項目負責, 不問責任產生自合約、侵權行為 (包含過失)、違反法定義務或其他原因: 間接性、偶然性、衍生性、懲戒性、懲罰性或特殊性損害或損失; 收入損失; 預期節約之損失; 利潤損失; 重新採購之成本; 商譽或聲譽損失; 縱使當事人已知悉發生上述損害或損失的可能性, 亦同。

25.3 以遵守第 25.1 條為前提, 我們在本合約下的總責任 (不問責任產生自合約、侵權行為 (包含過失)、違反法定義務或其他原因), 應僅限於導致首次索賠之事件發生前 12 個月內我們已支付或應支付予您的佣金總額。

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26. 不可抗力

26.1 以遵守第 26.2 條為前提，當事人因超出其可合理控制之原因而未履行或延遲履行其合約義務時，無需對他方負責（支付到期應付款項之義務除外）；前提為受影響之當事人應盡速告知他方未履行或延遲履行之原因，以及可能的持續時間，並採取一切合理措施盡快解決該情形。為免疑義，飯店超額預訂不視為不可抗力事件。

26.2 縱使有第 26.1 條規定，若我們認為（由我們全權認定）有軍事或恐怖行動，或超出我們控制範圍的異常政治、經濟或其他情況或事件，對旅遊業務、我們的業務或對 TAAP 網站的存取權限或瀏覽產生重大影響，我們得以 5 日前提提供之書面通知，全權決定：

- (a) 暫停履行本合約全部或部分條款和條件；或
- (b) 暫停支付應給付予您的佣金（一部或全部）。

27. 賦稅

27.1 雙方當事人應盡合理努力，確保相關司法管轄區之稅務機關在增值稅事務方面（若適用）將供應商視為 Expedia Collect 預訂旅客的供應商，且您不得採取我們可合理預期將導致稅務機關採取相反立場的作為或不作為。

27.2 您不得為下列行為：

- (a) 基於您或您的任何集團成員為 Expedia Collect 預訂旅客的供應商，向任何稅務機關繳納旅遊稅；
- (b) 向旅客開立請款單時，在其中明示或暗示您為預訂項目（不問為獨立行程或為套裝行程的一部分）的提供者，除非適用法律另有要求；或
- (c) 就預訂的旅遊稅處理方式與任何稅務機關或政府部門溝通，除非您已事先諮詢我們，包括允許我們審查通訊內容並提供意見，並進行我們合理要求的任何修改（本條款所定各項義務以法律允許的範圍為限）。

27.3 關於涉及預訂之稅務處理，我們應擁有掌控旅遊稅的相關法律或行政調查、稽核或其他程序之辯護或解決的專屬權利。與稅務機關就預訂的旅遊稅處理進行任何通訊時，您應盡速向我們或本集團成員提供您接獲的通訊副本。

27.4 針對您根據本合約應支付（或視為應支付）本公司或本集團成員的所有款項，皆視為可收取增值稅之供應項目不含增值稅。此時，您應向本公司或相關的本集團成員支付相當於該增值稅的金額。

27.5 根據本合約向您支付（或視為已支付）的所有款項，皆包含所有適用的交易稅。

27.6 您應：

- (a) 按 TAAP 網站提供的確切金額和方式，向旅客收取適用的稅款（不含預訂手續費）；且

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(b) 就位於美國的預訂，將該稅款匯付予我們或相關的本集團成員，以便我們向適用的稅務機關及/或供應商繳納或匯付。

27.7 您同意，您或您的集團成員或子使用者收取的 **Expedia Collect** 預訂相關款項皆為代表 **Expedia Travel** 收取，且您應於記錄中載明此事實，不得將該款項視為您的應收款項。

27.8 您承認並同意，我們應繳納或支付的下列旅遊稅應由您全額負擔：

(a) 因您違反第 7.2(c) 條向旅客聲明或陳述稅款而產生的旅遊稅；以及

(b) 對您向旅客收取的預訂手續費徵收或攤派的旅遊稅。

27.9 縱使本合約有其他相反規定，因本合約而向您徵收的所有稅款皆應由您負擔。您與本公司皆同意遵守所有適用的稅法 (包括英國 2017 年《刑事金融法》(Criminal Finance Act)) 暨其不時修訂或更新之版本。您應避免所有可能導致本公司違反適用稅法之行為。

28. 通知

28.1 通知必須以英文作成，透過電子郵件傳送至：

(a) 傳送給我們：通知地址；傳送給您：您在申請書中提供的電子郵件地址；或

(b) 傳送至我們或您不時以書面通知他方的電子郵件地址。

28.2 電子郵件通知之送達時間，以下列時間較早者為準：

(a) 若於工作日 17:00 前寄出，則視為傳送當日送達；

(b) 若於工作日 17:00 (含) 後寄出，則視為次一工作日 10:00 送達；或

(c) 接收方的任何授權收件者確認收訖時。

29. 其他條款

29.1 本合約：

(a) 包含本文條款與附件；且

(b) 構成雙方當事人就其標的達成的完整協議，取代雙方先前就該標的約定的所有口頭或書面協議 (視為於生效日終止)。雙方當事人皆承認，其簽訂本合約時未依賴本合約未規定的任何聲明或保證。

29.2 除下列項目外，本公司與您在本合約下的權利、責任和義務將於合約終止時一併終止：

(a) 涉及合約終止前完成的預訂，且該預訂至終止時尚未成為已消費預訂時，本合約之條款應繼續有效；以及

(b) 本公司與您的累積權利與責任，以及明示或默示將於本合約終止時生效，或應於本合約終止後繼續有效的權利和義務，皆應繼續有效，包括第 7 條 (行為準則)、第 15 條 (資料保護與 PCI)、第 19 條 (保密條款)、第 21 條 (保險)、第 22 條 (合規)、第 24 條 (賠

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償)、第 25 條 (責任)、第 27 條 (稅務)、第 28 條 (通知)、第 29 條 (其他規定) 以及第 31 條 (準據法與管轄權)。

- 29.3 縱使本合約有相反規定，針對您 (或您的集團成員) 根據本合約應給付我們 (或本集團成員) 的款項，我們有權以其抵扣並減少我們根據本合約 (現在或將來) 應支付您的任何款項。
- 29.4 除本合約明文規定外，本合約提供的權利與救濟途徑屬附加性質，不影響當事人於本合約及法律下的所有任何權利與救濟。
- 29.5 未經他方當事人事前書面同意 (但同意不得無理由撤回)，當事人不得轉讓、取代或移轉本合約；但本公司得不經您同意，逕行將本合約轉讓予本公司任何集團成員，或本公司資產全部或主要部分之買方，或合併、新設合併或類似交易後的繼受人。違反本條款的轉讓皆屬無效。
- 29.6 未經本公司事前書面同意，您不得分包您於本合約下的義務。我們得不經您的同意，透過契約委託第三人履行我們在本合約下的任何義務；於此情形，您無需承擔任何費用。當事人應對其分包商、集團成員及代表人的行為和過失負責。
- 29.7 本公司與您皆為獨立承攬人，本合約之內容不得視為創設本公司 (或本集團成員) 與您之間的合夥、合資企業、特許經營或任何代理或僱傭關係。
- 29.8 您同意並承認，本集團成員均有權享受本合約的利益。縱使如此，雙方當事人同意，可行時，對於我們及/或任何本集團成員蒙受的損失，應由我們代表受影響之本集團成員提出；雙方同意，為達成此目的，我們將為該本集團成員的代理人，代表其提出索賠。本條款不得使我們或任何本集團成員有權就同一損失或違約多次，獲得損害賠償或其他形式的付款或補償。
- 29.9 根據第 29.8 條，本合約當事人以外之人無權主張或行使本合約的任何條款。
- 29.10 未作成書面並經棄權方簽字，對本合約任何條款的棄權均屬無效。縱使當事人於任何時點未行使或遲延行使本合約的一項或多項條款，亦不構成放棄該條款，或妨害該當事人於任何時點要求他方履行之權利。
- 29.11 若本合約有任何條款經認定為無效或無法執行，則應於合理所需之範圍內詮釋、解釋或改進該條款，使其有效、可執行並符合該條款的原始意旨，或分割出條款，使其餘條款及本合約本身仍然有效並可執行。
- 29.12 我們可能不時變更本合約、佣金、等級門檻與福利。此時我們將向您提供變更通知，並透過電子郵件或 TAAP 網站提供修訂條款之副本。此類變更應於通知所示日期生效 (若為本合約及/或佣金的變更，不得早於通知依第 28.2 條生效後 30 日)。若您通知我們您反對變更，則任一方當事人皆得根據第 17.2(b) 條終止本合約。為免疑義，預訂仍應適用預訂當時有效的合約。
- 29.13 本合約之原始英文版已翻譯為其他語言。若本合約英文版本與其他翻譯版本不一致或有差異，概以英文版本為準。

30. 釋義

- 30.1 若本合約之內容有任何牴觸之處，而其條款未明文規定適用先後，則應適用下列優先順序：(i) 附件 1 (指定地區要求)；(ii) 正文條款；(iii) 所有其他附件；(iv) 可接受的使用規定。

- 28.2 除文脈上另有需要外，於本合約中：

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- (a) 凡提及條款或附件，均應指本合約之條款與附件，而提及章節應指附件之章節。條款標題僅供參照之用，概不影響意義及解釋；
- (b) 「人」包括自然人、公司、合夥團體、公司與企業；具性別的詞彙應包含其他性別；表示單數的詞彙應包含複數，反之亦然；
- (c) 帶有特定時態的詞彙應包含其他時態；
- (d) 除另有規定外，提及「日」、「月」、「季」或「年」時，視為前接「日曆」一詞；
- (e) 提及法規、法令文書及政府規則者，應視為包括其不時的修改、改正、延伸或重定版本，以及 (除另有規定外) 修訂、補充或取代該法規、法令或規則的條款；
- (f) 包括、包含、特別、舉例之表達方式及任何類似表達方式，係例示之用法，不應限制接續此等詞彙的字句，「或」表示分隔，但不一定是排他的意思；
- (g) 提及「書面」者，包括透過電子郵件 (含所有相關附件) 進行的通訊；以及
- (h) 提及任何合約或文件時，應指雙方當事人不定期以書面協議而修訂或變更之該合約或文件。

31. 準據法與司法管轄區

- 31.1 本合約以及因本合約、其標的事項或其成立所生或與其相關之任何爭議或索賠 (包括非契約上爭議或索賠)，以附件 1 (指定地區要求) 所列之法律為準據法並從其解釋，不適用可能導致以其他法律為準據之法律衝突原則，亦不問本合約或其附件是否實際簽訂完成。
- 31.2 本公司與您分別不可撤銷地同意，關於因本合約、其標的事項或其成立所生或與其相關之爭議或索賠 (包括非契約上爭議或索賠)，皆以附件 1 (指定地區要求) 所列之法院為專屬管轄法院。於法律最大允許範圍內，本公司與您皆各自放棄就因本合約而生或與其相關爭議而提起陪審團審判的權利。

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附件 1

指定地區要求

定義與解釋

通知地址：ExpediaLegalNotices@expediagroup.com

當地貨幣：新台幣

指定地區：台灣

準據法/管轄權：英國/英格蘭與威爾斯。

TAAP 網站：<https://www.expediataap.com.tw/>

您同意遵循並恪守以下要求：

1) Expedia Rewards

您與您的代表人皆不得參加 Expedia+。

Expedia Travel Agency Affiliate Agreement

Effective date: November 1, 2023

EXPEDIA TRAVEL AGENCY AFFILIATE AGREEMENT (“AGREEMENT”)

This Agreement is between (i) Expedia, Inc. on its own behalf and that of Travelscape, LLC (**we, us, our**), and (ii) the entity stated on the Application to become a TAAP Member (**you, your**; and we and you together each being a **party** and together the **parties**).

1. Definitions

In this Agreement, the following terms have the following meanings:

Acceptable Use Policy	the terms of use which apply to the TAAP Website, as made available via the TAAP Website from time to time;
Address for Notices	as set out in Schedule 1 (Territory Requirements);
Agent Card	a credit or debit card that belongs to either you or your Representatives;
Agreement	this travel agency affiliate agreement, comprising these clauses together with the appended schedules, and as amended from time to time in accordance with its terms;
Application	the application form(s) on the TAAP Website that you and/or your Representative complete in applying for TAAP, together with any further information provided to us as part of the application process;
Approved Transport Component	shall mean one of the travel services listed the Incentive Plan Page, as updated from time to time, including but not limited to: (i) air travel, (ii) rail travel which constitutes a substantial portion of the Package, (iii) car rental for at least the full duration of the hotel stay period of the Booking, or (iv) an overnight cruise;
Booking	a booking on behalf of a Customer for a Travel Service made through the TAAP Website;
Booking Charge	any additional charge imposed by you for facilitating the Booking;
Commissions	the fees we pay you for the marketing services provided by you under this Agreement;
Confidential Information	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, finances, affairs, tools (including those provided on a technology), products, services, personnel, customers, suppliers (including precincts, future and potential personnel, customers and suppliers), prices, Commissions, rates, vendors, processes, or methods of one party or its Group Members, which

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is disclosed to or otherwise obtained by the other party in connection with this Agreement;

Consumed Booking	a Booking that has been consumed meaning (i) for lodgings, that the check-out day of such stay has occurred; (ii) for a flight booking, when the last leg of a one-way or return flight is completed; (iii) for a car rental booking, when the car rental is returned; (iv) for an activities or services booking, that the activity has occurred or the product has been fulfilled; (v) for insurance, the insurance policy has been taken out and is no longer cancellable; and (vi) for a Package, when all travel components of the Package have been completed in accordance with (i) to (iv) of this definition;
Control	has the meaning given to it in Section 1124 of the Corporation Tax Act 2010;
Customer	an individual customer that you make (or may potentially make) a Booking for via the TAAP Website;
Customer Card	a credit or debit card that belongs to the Customer or a party connected with the Customer;
Customer Contact Details	Customer's name, surname, e-mail address and telephone number;
Customer Terms and Conditions	the terms and conditions applicable to Customers as made available via the TAAP Website from time to time;
E-Collect Booking	a Booking for which we collect full or partial payment from or on behalf of the Customer at the time of the Booking;
Economic Sanctions	any of the economic or trade sanctions, export control, or anti-boycott laws, regulations, orders, directives, designations, licenses, or decisions of the United Nations, European Union, United Kingdom, or United States of America or any other country with jurisdiction over activities undertaken in connection with this Agreement;
Effective Date	the date on which you register for a TAAP Account via the TAAP Website, or (where applicable) the date upon which the changes to the terms of this Agreement come into effect pursuant to clause 29.12;
Events	events, promotions and competitions run for TAAP Members by us or our third-party service providers;

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Expedia, Inc.	Expedia, Inc., a company incorporated in the state of Washington and located at 1111 Expedia Group Way West, Seattle, WA 98119, USA;
Expedia Rewards	the Expedia Rewards customer loyalty program;
Expedia Travel	Travelscape LLC (a company incorporated and resident for all purposes in the USA whose office address is 5000 W. Kearney Street, Springfield, MO 65803, USA), or any other Group Member that we designate, as applicable;
Fenced Rates	certain fenced promotional rates we may provide you with access to from time to time;
Gross Booking Value or GBV	the gross booking value which is the total price paid by Customers for a Booking, excluding: (i) amounts for any Booking Charges added by you, (ii) taxes and fees paid by a Customer at the time of stay; and (iii) any element of the Booking which is paid or reduced by redemption of coupons, vouchers, or discount codes;
Group Booking	means one or more Bookings which alone or together comprise 9 or more rooms with the same Supplier for the same stay dates;
Group Member	in respect of us or you (as applicable), an entity that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by, or is under common Control with us or you (as applicable);
Incentive Plan Page	the webpage which is accessible from the TAAP Website via the "Learn more" link and which summarizes the different Tiers and their respective incentives;
Insolvency Event	if a party (or its parent company) becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction) or is dissolved, makes an arrangement with its creditors, becomes subject to administration or a receiver or administrative receiver is appointed over all or any of its assets or takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to the other party;
Intellectual Property Rights	any and all patents, copyrights, trademarks, trade secrets, service marks, designs, inventions, invention studies (whether patentable or unpatentable), mask works, domain names and registrations, trade names, secret formulae, secret processes, computer programs, confidential information, know-how and any

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other intellectual property or proprietary rights; any and all enhancements or derivative works of any of the foregoing; and any and all applications for any of the foregoing, in all countries in the world;

Local Currency

as set out in Schedule 1 (Territory Requirements);

Package

a combination of at least 2 different types of travel products or services for the purpose of the same trip or holiday bundled and advertised for a single price without the ability to select or decline particular components individually;

Package Rate

a Rate solely for use as part of a TAAP Member Package, in accordance with the restrictions in this Agreement and which must not be modified by you;

PCI DSS

the Payment Card Industry Data Standard Security Requirements;

Promotional Materials

any 'Expedia' branded promotional items and any other material relating to TAAP provided by us or our third-party service providers;

Rates

any of the rates (including Taxes and other charges) in respect of any Travel Service available via the TAAP Website from time to time;

Representatives

the employees, directors, officers, consultants and agents of a party;

Restricted Person

an individual or entity listed on, or 50% or more owned or controlled, directly or indirectly, individually or in the aggregate, by any one or more parties on, any of the following lists: the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Asset Freeze Targets, maintained by HM Treasury in the United Kingdom; any other list of designated parties maintained by the EU or its Member States; the U.S. List of Specially Designated Nationals and Blocked Persons or the U.S. Foreign Sanctions Evaders List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Entity List or the U.S. Denied Persons List, maintained by the U.S. Commerce Department's Bureau of Industry and Security; or any list of parties subject to asset-freezing measures issued by the United Nations;

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Sanctioned Booking	means a Booking by a Customer which we have reason to believe may, or are unable to ascertain with confidence will not, bring us into breach of or expose us to penalties under Economic Sanctions;
Sub-User(s)	Representatives and/or third parties, each of which has signed up for a TAAP Sub-User Account pursuant to an invitation from a TAAP Manager Account;
Sub-User Terms of Use	terms of use for Sub-Users as provided by us to you from time to time;
Supplier	the provider who makes the Travel Service available, being either Expedia Travel or the relevant Travel Supplier;
Supplier-Collect Booking	a Booking for which the Travel Supplier collects all payments from Customers;
Supplier Rules and Restrictions	the booking terms, rules and restrictions set by Suppliers including cancellation policies and special check in instructions;
TAAP	the travel agency affiliate program operated by Expedia, Inc.;
TAAP Account	an account, comprising of a username and password, that enables access to the TAAP Website and the ability to make Bookings;
TAAP Manager Account	a TAAP Account which has its own Tracking Code and to which TAAP Sub-User Accounts can be added;
TAAP Member	a currently approved member of TAAP;
TAAP Member Package	a Package assembled by you comprising a Travel Service made available on the TAAP Website and one or more Approved Transport Components;
TAAP Sub-User Account	a TAAP Account which is added as a sub-user of, and shares the Tracking Code of, a TAAP Manager Account;
TAAP Website	the website set out in Schedule 1 (Territory Requirements);
Tax or Taxes	any and all federal, national, state, local, provincial and other taxes, imposts, duties, levies, assessments and other similar governmental charges and fees of any nature whatsoever, together with all interest, penalties, and additions imposed with respect to such amounts;
Term	as defined in clause 17.1;
Territory	as set out in Schedule 1 (Territory Requirements);

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Tier	the tier (as at the time of making a Booking) allocated to a TAAP Member based on its achievement of certain annual GBV targets, as set out on the TAAP Website home page upon login;
Tracking Code	a unique identification code which is attached to TAAP Account(s) and which we use to track Bookings;
Transaction Taxes	any and all sales, use, excise, gross receipts, value added, goods and services, and any other similar Taxes (that are not in the nature of business activity Taxes imposed on, measured by, or based on gross or net income or gross or net receipts that are not transaction Taxes), charges and fees incurred with respect to Commissions and any amounts payable or deemed to be payable for services performed under this Agreement. For the avoidance of doubt, Transaction Taxes do not include Travel Taxes;
Travel Service	a travel services which is made available via the TAAP Website;
Travel Supplier	a third-party supplier of Travel Services such as an airline or accommodation provider;
Travel Taxes	any and all sales, use, occupancy, accommodation, lodging, tourism, excise, gross receipts, value added, ad valorem, goods and services and other Taxes, however designated, and other transactional Taxes or fees of any kind (including any related interest, penalties and additions to Tax) imposed in respect of travel-related services, including services typically provided by online travel companies. For the avoidance of doubt, "Travel Taxes" includes Taxes in the nature of business activity Taxes that may be imposed on income with respect to Bookings, but excludes business activity Taxes imposed by a jurisdiction in lieu of net income Taxes (e.g., Ohio Commercial Activity Tax, Washington Business and Occupation Tax, Texas Franchise (Margins) Tax), which shall be borne by the party incurring such Taxes. For the avoidance of doubt, Travel Taxes do not include Transaction Taxes;
TSF	the traveller service fee paid by the Customer of a Vrbo Property Booking, as set out on the TAAP Website;
VAT	the tax imposed by Council Directive 2006/112/EC of the European Community and any national legislation implementing that Directive together with legislation supplemental thereto, or any similar sales or turnover tax in any country;
Void Booking	a Booking which is cancelled, refunded, charged back, successfully disputed by the Customer, the result of fraudulent or other unlawful activity, related to any conduct of a TAAP Member

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which breaches this Agreement, or for which for any reason we do not receive payment in full;

Vrbo

the relevant entity from the following: EG Vacation Rentals Ltd., HomeAway.com Inc., Bookabach Ltd., Stayz Pty Ltd., or HomeAway Emerging Markets Pty. Ltd., or any other Group Member of the above as identified in the Vrbo Terms and Conditions for any given Booking;

Vrbo Properties

Travel Service comprising of vacation rental properties which are also made available on Vrbo.com or connected websites;

Vrbo Terms and Conditions

customer terms and conditions applicable to Vrbo Properties, as well as the applicable Vrbo privacy statement (as updated and notified to you from time to time);

Working Day

as defined in Schedule 1 (Territory Requirements).

2. Appointment

- 2.1 We appoint you as our marketing partner under TAAP subject to the terms and conditions set out in this Agreement. As our marketing partner you shall actively market the Travel Services to Customers using the TAAP Website in accordance with this Agreement and applicable law.

3. What we shall provide

- 3.1 Subject to the terms and conditions of this Agreement, during the Term we shall provide you with:

- (a) access to the TAAP Website;
- (b) access to Package Rates if your Tier is Silver (as defined on the Incentive Plan Page) or above;
- (c) a Manager's TAAP Account through which you can:
 - (i) make Bookings on the TAAP Website;
 - (ii) invite your Representatives and third parties to be your Sub-Users;
- (d) customer support as set out in clause 9.3 below;
- (e) ad hoc training on TAAP and how to use the TAAP Website;
- (f) Promotional Materials that we make available from time to time; and
- (g) access to Events that we make available from time to time.

- 3.2 You acknowledge and agree that the TAAP Website contains products, content and/or services owned, operated and/or provided by Travel Suppliers. Subject to the terms between us and/or our Group Members and such Travel Suppliers, certain products, content or services may be changed (enhanced, amended, suspended or removed) or may no longer be available for

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distribution through the TAAP Website at any time without notice and without liability accruing to us.

3.3 Subject to the terms and conditions of this Agreement, we may provide you with access to Rates for Vrbo Properties, subject to the following:

- (a) notwithstanding clause 6.1 below, you shall ensure that the usual Customer Terms and Conditions shall not be made available to Customers for Vrbo Properties, and instead, prior to concluding a Booking, you shall communicate fully and accurately to the Customer and ensure that the Customer understands Vrbo Terms and Conditions. You shall also ensure that any rental agreement, check-in instructions or other information provided to you, is immediately passed to the End Customer. You shall obtain and retain evidence that the Customer has accepted the Vrbo Terms and Conditions. Unless we provide our prior written approval to the contrary, you shall neither modify the Vrbo Terms and Conditions nor make any verbal or written assurances or representations to a Customer which are additional to or contradict them, including around descriptions of the Vrbo Properties or by promising that any special requests are met;
- (b) you will not market or book Vrbo Properties as part of a Package;
- (c) you shall ensure that Vrbo is clearly indicated as the facilitator of Vrbo Bookings in respect of any billing documents issued to the customer, and you shall not issue any form of tax invoice or payment receipt that may mislead Customers into believing that you are the supplier;
- (d) you shall inform Customers of the correct TSF, and agree that Vrbo will be solely responsible for authorisation of payments from the Customer, and delivery of the TSF;
- (e) you acknowledge and agree that any second line customer support for Vrbo Properties may be provided by Vrbo (or its related entities) instead of us;
- (f) you shall promptly provide us or our Group Members with a copy of any communications you receive from any regulatory or governmental authorities in relation to Vrbo Properties;
- (g) you acknowledge that vacation rentals are subject to strict regulatory requirements, and that such requirements may require us to changes to the way certain Vrbo Properties are made available to you, including availability of certain properties, or updates to traveler data collection.

4. Commissions

4.1 In consideration for the marketing services, we shall pay you Commissions in accordance with the terms of this Agreement.

4.2 You shall not accrue or be entitled to Commissions until the following conditions precedent are satisfied:

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- (a) you provide, and keep us updated with, accurate bank account or other payment-related data as set out in clause 7.1(f). Expedia shall be entitled to treat you as failing to satisfy this condition precedent if such data is not provided within one year of the first Consumed Booking (unless otherwise agreed in writing);
- (b) prior to receipt of any payments hereunder, you provide a duly completed and signed copy of IRS Form W-9, or IRS Form W-8BEN-E, or IRS Form W-8BEN (or any successor thereto), to establish that you are not subject to withholding or are entitled to an exemption from, or reduction of, withholding tax, as applicable. You shall promptly notify us of any change in circumstances which would cause you to be subject to tax withholding or modify or render invalid any claimed exemption or reduction of withholding tax and provide updated tax documentation. You shall provide us with an updated version of IRS Form W-9, or IRS Form W-8BEN, or IRS Form W-8BEN (or any successor thereto) every three years or promptly on request. If you fail to perform your obligations under this clause, we shall be entitled to (i) deduct and withhold from any payments to you such amount as we are required to deduct and withhold under applicable law, and (ii) treat you as failing to satisfy this condition precedent if such form(s) are not provided within one year of the first Consumed Booking, unless otherwise agreed in writing. All amounts withheld by us pursuant to this clause shall be treated as paid to you for the purposes of the payment terms;
- (c) Commissions attributable to your Tracking Code exceeds the threshold of TWD 1400 in aggregate in the 12 months after the first Consumed Booking ("**Twelve Months' Period**") unless otherwise agreed in writing. You shall not have a vested right to payment and the Commissions will be cleared at the end of each Twelve-Month Period if the Commissions does not exceed the threshold of TWD 1400 by then.

4.3 Commissions shall:

- (a) be paid:
 - (i) on either a Booked or a Consumed basis, as set out in the Incentive Plan Page;
 - (ii) on Bookings which are made on the TAAP Website and linked to your Tracking Code;
 - (iii) as a percentage of the GBV of each Booking (the exact percentage depends on your Tier status and is set out in the Incentive Plan Page);
 - (iv) monthly in arrears by the 30th of the month following the month in which the Booking is Booked or Consumed (as applicable); and
 - (v) by means of electronic funds transfer to the bank account nominated by you as part of your TAAP Application;
- (b) not be paid for:
 - (i) Void Bookings;

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- (ii) Bookings for Travel Services that are not set out in the Incentive Plan Page;
- (iii) bookings made outside of the TAAP Website (for example, on an Expedia-operated website that is not the TAAP Website) or which are not linked to your Tracking Code; and
- (iv) Bookings made in respect of certain Suppliers, as Expedia shall notify you from time to time in accordance with clause 28.

4.4 You can access and download Commissions statements via the TAAP Website.

4.5 If we pay any Commissions by international bank transfers, we are only responsible for the fees relating to the sending of the transfer, and you are responsible for any other fees, including any fees relating to the receipt of the transfer.

4.6 In addition to our other rights and remedies, we may withhold or require you to refund us any amounts we may have overpaid to you in prior periods or for which you are otherwise liable including amounts paid for Void Bookings and Travel Taxes.

Currency and Conversion

4.7 Commissions and any other amounts owed to you in accordance with this Agreement shall be paid in the Local Currency or such other currency as we determine from time to time. Currency which requires conversion shall be converted at the currency conversion rate published by Bloomberg (or such other reputable rate) at the time payment is made.

Disputes

4.8 You are responsible for checking both the accuracy of each Commissions statement and that the correct Commissions has been paid to you. If you (acting reasonably and in good faith) dispute any Commissions amounts you must notify us promptly (and no later than 90 days from the receipt of the Commissions) and provide reasonable supporting evidence. If you fail to raise a dispute in writing by this date, you will waive your right to dispute any Commissions amounts. Upon receipt of your notice, we shall investigate, and we and you shall negotiate in good faith to attempt to resolve the dispute promptly. If we are unable to resolve the dispute within 60 days of your notice of dispute, the dispute shall be resolved in accordance with clause 31 (Governing Law and Jurisdiction).

5. Rates

5.1 You must only use the Rates in accordance with the terms and conditions of and for the purpose of this Agreement.

5.2 You shall not directly or indirectly share or disclose the Rates or any information regarding or relating to the Rates to any Travel Supplier.

5.3 Where you receive access to any Package Rates, you must:

- (a) not display or make available such Package Rates to Customers except as part of TAAP Member Package;

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- (b) only use an Approved Transport Component as the other component part of the TAAP Partner Package;
 - (c) not display or otherwise communicate separate pricing of such Package Rates to Customers at any time during the customer journey including during the Booking or confirmation processes;
 - (d) ensure the Package Rates can only be applied in relation to the same trip to which the Approved Transport Component within the TAAP Member Package relates (including having no more rooms booked than the number of people to which the Approved Transport Component relates); and
 - (e) retain proof of the inclusion of the Approved Transport Component within the TAAP Member Package for at least 30 days after the Booking is Consumed.
- 5.4 You must notify us immediately if you breach this clause 5. In addition to our other rights and remedies, if you breach this clause 5 we may restrict or withdraw (at our discretion) access to any Package Rates with immediate effect.
- 5.5 We may cease (at our sole discretion) to offer you Package Rates on 5 days' written notice to you.
- 5.6 Where you receive access to Fenced Rates, you must display these solely to Customers who have elected to participate in a 'Closed User Group' (such definition as agreed between the parties from time to time). For the avoidance of doubt, you shall not commence marketing Fenced Rates without our prior written approval. You shall ensure that the final Booking price is equal to the Fenced Rate we provided to you for such Booking. Where available, we may cease (at our sole discretion) to offer you Fenced Rates on 24 hours' written notice to you.

6. **Your Dealing with Customers**

- 6.1 Prior to concluding a Booking, you shall:
- (d) communicate fully and accurately to the Customer and ensure that the Customer understands:
 - (i) the description of the Travel Service to which the Booking relates;
 - (ii) the Supplier Rules and Restrictions and the Customer Terms and Conditions (both of which may be communicated to the Customer either by providing them with a copy printed directly from the TAAP Website or by incorporating the identical wording into your own materials that are provided to the Customer);
 - (iii) any information required under the PTD in accordance with clause 12;
 - (iv) any Booking Charges in accordance with clause 13; and
 - (v) all other information required by applicable law;
 - (e) ensure that the Customer understands:
 - (i) the Travel Service is being provided by the relevant Supplier; and

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- (ii) their personal data shall be shared with us in accordance with clause 15.3; and
 - (f) ensure that all of the data which is entered on to the TAAP Website is complete and accurate.
- 6.2 You shall obtain and retain evidence that the Customer has accepted the Customer Terms and Conditions and Supplier Rules and Restrictions. Unless we provide our prior written approval to the contrary, you shall neither modify the Customer Terms and Conditions and Supplier Rules and Restrictions nor make any verbal or written assurances or representations to a Customer which are additional to or contradict them, including around descriptions of the Travel Service or by promising that any special requests are met.
- 6.3 You shall be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any breach of clause 6.1 and clause 6.2 and any failure to ensure that the Customer Terms and Conditions and Supplier Rules and Restrictions are read, understood and accepted by the Customer.
- 6.4 You acknowledge that:
- (a) the point at which a Booking is deemed to have been completed and shall form a binding agreement between the Supplier and the Customer shall be determined in accordance with the Customer Terms and Conditions; and
 - (b) except as required by applicable law, our Suppliers may change the Supplier Rules and Restrictions at any time without notice to you or Customers.

Post-Booking Communications

- 6.5 Following completion of Booking, we shall provide certain confirmatory details to you and/or to the Customer. You shall forward these to the Customer without making any modifications to the content as soon as possible but in any event within 24 hours of you receiving them. You may use the itinerary builder feature available on the TAAP Website in order to do this.

7. Code of Conduct

- 7.1 As a TAAP Member, you agree you shall:
- (a) only use your TAAP Account to make Bookings on behalf of Customers in the Territory;
 - (b) be responsible for and properly supervise any and all use of the TAAP Website and your TAAP Account(s) by your Representatives;
 - (c) ensure that your Representatives are knowledgeable about the Travel Services
 - (d) safeguard your TAAP Account's access credentials, including the Tracking Code, and prevent any unauthorized use of the TAAP Account and/or the Tracking Code;
 - (e) access the Website and the TAAP Account in accordance with the Acceptable Use Policy and any other guidelines or directions provided by us from time to time;

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- (f) be responsible for (i) providing all completed tax forms required in clause 4.2(b) prior to undertaking any action to make Bookings, and (ii) providing, and keeping us updated with, accurate bank account or any other data required to effect payments to you; and
- (g) at the time of completing the Booking, provide us with the Customer Contact Details, which may be used by us solely in accordance with clause 9.4.

7.2 As a TAAP Member:

- (a) under no circumstances shall you complete or attempt to complete any Bookings without the Customer's full knowledge and consent;
- (b) under no circumstances shall you act, omit to act or make any statements that may, in our reasonable opinion, or will adversely affect our or our Group Members' brand, reputation or goodwill or that of our Travel Suppliers;
- (c) under no circumstances shall you make any verbal or written assurances or representations to a Customer about the Taxes which apply to a Booking which (i) are additional to, or (ii) alter or contradict, the content and display of such Taxes on the TAAP Website;
- (d) under no circumstances shall you tamper with the operation of the TAAP Website or act in a fraudulent, deceptive, non-genuine or illegitimate manner when using it or dealing with Customers;
- (e) under no circumstances shall you sell, redistribute, display, copy, adapt, reverse engineer, decompile, disassemble, make derivative works or error corrections or use in any manner (directly or indirectly) the TAAP Website or our Group Members' websites other than in accordance with this Agreement;
- (f) under no circumstances shall you take any action that we may, at our sole discretion, determine as imposing an unreasonable or disproportionately large load on the technology or infrastructure of the TAAP Website;
- (g) you shall only include within any Booking the Travel Services which are expressly requested by the Customer.

7.3 You shall not misrepresent who you are acting for when contacting Customers including (as an example only) leading Customers to believe that you are directly connected to any of the Suppliers.

7.4 You shall not directly contact any Suppliers outside of the TAAP Website in relation to Bookings unless we expressly instruct you to do so. Any direct communications from such Suppliers which you receive outside of the TAAP Website should be referred immediately to us.

7.5 You shall not make Bookings other than in response to a specific request by a Customer. You also acknowledge that any Booking is between the Customer and the Supplier, and may not be cancelled or otherwise amended by you without the consent of the relevant Customer.

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7.6 You acknowledge that Group Bookings may not be made via the TAAP Website. In the event you or a Customer requires a Group Booking, you shall notify us and follow our relevant process. Any Group Booking may be cancelled by us and any applicable cancellation fees shall be applied and payable by you.

7.7 We reserve the right to cancel any Booking in breach of the Customer Terms and Conditions, the Supplier Rules and Restrictions, or the terms of this Agreement.

8. Sub-Users

8.1 Where you invite your Representatives and/or third parties to be your Sub-Users:

- (a) you must ensure that your Sub-Users are bound by and comply with obligations that are at least equivalent to those imposed on you under this Agreement and shall procure that your Sub-Users enter into terms the same as or no less onerous than the Sub-User Terms of Use, as updated and notified to you from time to time;
- (b) you are solely responsible for any compensation payable to your Sub-Users;
- (c) you will be responsible for any amounts owed to us for Bookings made by your Sub-Users;
- (d) you are liable for the acts and omissions of your Sub-Users; and
- (e) upon becoming aware of a Sub-User's non-compliance with this Agreement or the Sub-User Terms of Use you will immediately notify us and suspend their access to the TAAP Website.

8.2 You acknowledge and agree that we may suspend any Sub-User's access to the TAAP Website in the event that it does not comply with this Agreement or the Sub-User Terms of Use.

9. Customer Support

9.1 You shall be solely responsible for providing first line support to Customers for all issues related to Bookings. You shall provide such support promptly, using reasonable endeavours and in accordance with your policies and processes.

9.2 If you are unable to resolve an issue using reasonable endeavours, then you shall contact us for second line support via the telephone number listed on the TAAP Website. In order to facilitate our second line support, you shall promptly (without amendment or deletion) transmit to us all communications received from Customers relating to Bookings and pass all relevant communications from us to Customers.

9.3 In the event that a Customer either:

- (a) contacts us directly;
- (b) gets transferred to us (in error or otherwise); or
- (c) is contacted by us in accordance with clause 9.4,

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in relation to a Booking, our support shall be provided in accordance with our standard customer support policies set out on our TAAP Website, as amended from time to time.

9.4 We may only contact a Customer in the following circumstances:

- (a) in the event of a travel emergency;
- (b) if we deem it is reasonably necessary in order to fulfil Customer's Booking;
- (c) if you are in breach of this Agreement, as determined by us in our sole discretion; or
- (d) in respect of a Booking or a refund for a Booking, in accordance with clause 15.4.

For the avoidance of doubt, we will never contact a Customer for marketing purposes.

10. **Complaints**

10.1 For any complaints related to Bookings which are made by or on behalf of a Customer and which cannot be resolved through your first line support, we shall use reasonable endeavours to assist you in resolving such complaint, including by facilitating discussions with the Supplier. If you fail to comply with any of the provisions of this Agreement relating to the Booking and confirmation process (including but not limited to compliance with the PTD), then we shall have no liability for any losses that you incur as a result of a complaint arising from breach of such clause.

10.2 Notwithstanding anything to the contrary, you shall be responsible for any complaints made against you or any of your Representatives, and we shall have no responsibility or liability to deal with or resolve such complaints.

11. **Incentives, Promotional Materials and Events**

11.1 Any coupons which are made available by us in relation to a specific Booking to be redeemed on TAAP shall be passed on to the relevant Customer who has made such Booking. Further, any discounts derived from coupons, which are made available by us to be redeemed on TAAP and not linked to a specific Booking, shall be passed on to a Customer. For the avoidance of doubt, if you redeem any coupons, which in accordance with their terms cannot be redeemed on TAAP, we shall have a right to recover from you the value of such coupons, including setting off such amounts against any future Commission payable to you.

11.2 You shall not be entitled to membership of Expedia Rewards in your capacity as a TAAP Member, and shall not be entitled to collect Expedia Reward points or derive any personal profit or benefit from the Expedia Reward points earned by Customers for Bookings made on the TAAP Website.

11.3 We may, from time to time, make Promotional Materials available to you. Where we do so:

- (a) we grant you a non-exclusive licence to use the Promotional Materials in your premise and in accordance with our written instructions;
- (b) we may revoke or amend this licence at any time upon notice; and

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- (c) if we revoke such licence, you shall return or destroy such Promotional Materials and provide written confirmation of the same.

11.4 We may, from time to time, run Events. If you enter any such Event:

- (a) you shall comply with any additional terms and conditions relating to that Event;
- (b) you grant us the right to publish, print and use your trademarks, branding and images in publicity materials relating to the Event without further reference, payment or other compensation. This may include making your name and photograph available on the TAAP Website or in a newsletter in relation to the Event; and
- (c) you acknowledge that we reserve the right, in our sole discretion, to disqualify any TAAP Member who tampers or attempts to tamper with the operation of any Event, whose conduct is in breach of the additional terms and conditions relating to the Event, or who is acting in a fraudulent, deceptive, non-genuine or illegitimate manner.

12. Packages and Linked Travel Arrangements

12.1 For the purposes of this paragraph, the following terms shall have the following meanings:

- (a) **Expedia Package** means a Package assembled by us or our Group Members and made available for Booking on the TAAP Website;
- (b) **LTA** means a linked travel arrangement as defined in Article 3 of the PTD;
- (c) **Organiser** means an organiser as defined in Article 3 of the PTD;
- (d) **PTD** means the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements ('Package Travel Directive'), as implemented in each European Member State and as amended from time to time; and
- (e) **Retailer** means a retailer as defined in Article 3 of the PTD.

Packages which are organised by you

12.2 You acknowledge and agree that you shall be the Organiser of any TAAP Member Packages and shall comply with the duties of an Organiser under the PTD.

Packages which are organised by Expedia

12.3 You acknowledge and agree that, in relation to Expedia Packages which are made available on the TAAP Website and which are sold to Customers without any modification, Expedia Travel shall be the Organiser and you shall be the Retailer. In relation to Expedia Packages, Expedia Travel shall comply with the duties of an Organiser under the PTD and you shall comply with the duties of a Retailer under the PTD.

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- 12.4 You acknowledge and agree that, in relation to any LTAs which may be created via the TAAP Website and/or any other website owned or operated by us (either through the Booking of two separate Travel Services through the TAAP Website and/or any other website owned or operated by us, or in combination with other travel services arranged by you or a third party), you shall be the facilitator of such LTAs and shall comply with the requirements of the PTD concerning LTAs.

13. **Booking Charges**

- 13.1 You may add a Booking Charge to the total amount charged to the Customer provided that:
- (a) the Booking Charge is separately communicated to Customers and not aggregated into the Rates (including taxes and fees) we provide;
 - (b) you make it clear to Customers that the Booking Charge is applied by you only; and
 - (c) you include the following or equivalent text in your terms and conditions pertaining to Bookings: "The total price may include an additional booking fee from [INSERT YOUR NAME]".

14. **Outside the Territory**

- 14.1 If you are located outside of the Territory and are approved to be a TAAP Member:
- (a) notwithstanding clause 7.1(a), you may use your TAAP Account to make Bookings on behalf of Customers in the location which you specified on your Application; and
 - (b) you shall indemnify and keep indemnified us and each of our Group Members (and each of our and their Representatives) against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by us or our Group Members in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from your marketing of the Travel Services outside of the Territory.

15. **Data Protection and PCI**

- 15.1 Any personal data processed in connection with this Agreement will be processed by each Party in its capacity as an independent and autonomous controller. Each Party will comply with the data protection requirements (the "**Requirements**") that apply to it as set out in the "Expedia Travel Agency Affiliate Agreement – Controller to Controller Agreement (including the SCCs)" which can be found by following this link: <https://www.expediagroup.com/who-we-are/corporate-standards/partner-privacy-data-handling-requirements/default.aspx> (as amended from time to time provided that no changes to the Requirements will be deemed to take effect against you after the date on which you have last accepted this Agreement without notice to the extent such changes (a) are not made in order to comply with Applicable Data Protection Laws; or (b) otherwise have a material adverse impact on you, unless they have been accepted by you). The Requirements are incorporated into this Agreement by reference and a material breach of them will be a material breach of this Agreement. Terms not defined in this clause 15 will have the meaning given to them in the Requirements.

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15.2 You warrant and represent that you shall:

- (a) only obtain, use, transmit and store cardholder data to the extent required to comply with your obligations under this Agreement;
- (b) where you obtain, use, transmit, store or process cardholder data, you shall comply with information security controls which are based on industry best practice (addressing areas such as asset management, personnel security, physical, environmental, equipment and media security, communications and operations management, access controls, information systems development and maintenance, incident management, business continuity management and compliance);
- (c) provide us with a copy of any annual certifications of compliance that you obtain; and
- (d) promptly notify us of any breach of the information security controls or any personal data breach affecting Customer cardholder data in accordance with paragraph 15.6(b).

15.3 We acknowledge that we are responsible for the security of cardholder data that we possess, store, process, or transmit and shall comply with the PCI DSS as issued by the PCI Security Standards Council, as updated from time to time.

Agent Cards

15.4 In the event that an Agent Card is used to make a Booking:

- (a) you represent and warrant that the use of such Agent Card is authorized, and you have taken all commercially reasonable steps necessary to ensure that the card issuer shall not block or reject any authorized use of the Agent Card in the settlement of Bookings booked under this Agreement. Each Booking made using the Agent Card shall be deemed by us to have been authorized by you;
- (b) for each Booking you shall transmit all necessary payment and card information to enable us to process the payment through the Agent Card;
- (c) where collecting payment from the Customer you shall bear the risk of non-collection of payments and so shall be responsible for any void transactions and all costs, expenses or fees related to such void transactions, including chargeback amounts, interchange fees or merchant processing costs, penalties, fines and fees; and
- (d) any refund which is paid by us to your Agent Card must be passed on to the relevant Customer within seven days of receipt by you of such refund. You shall never issue a voucher in lieu of a cash refund to a Customer..

Notwithstanding anything to the contrary herein, we reserve the right (and you hereby expressly give your permission for us) to directly refund Customer Cards in the event that: (i) you are subject to an Insolvency Event; or (ii) you exhibit signs of financial distress that we deem, in our sole discretion, may prevent you from complying with the terms of this Agreement; or (iii) we deem, in our sole discretion, that military or terrorist action or extraordinary political, economic

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or other conditions or occurrences beyond our control significantly impact the travel business, our business or access or navigation to the TAAP Website.

Customer Cards

- 15.5 In the event a Customer Card is used to make Bookings:
- (a) you represent and warrant that the use of such Customer Card is authorized by the Customer. Each Booking made using the Customer Card shall be deemed by us to have been authorized by the Customer;
 - (b) for each Booking you shall transmit all necessary payment and card information to enable us to process the payment through the Customer Card; and
 - (c) you shall not save or store any Customer Card details in the TAAP Website.

16. Intellectual Property

- 16.1 Subject to the terms and conditions of this Agreement, we grant to you a non-exclusive, non-transferable, revocable, royalty-free license to use the TAAP Website for the purposes of providing the marketing services contemplated under and to the extent permitted by this Agreement. You acknowledge that we own and retain all right, title and interest in and to the TAAP Website.
- 16.2 During the Term, you grant us a worldwide, non-exclusive, royalty-free license to use your trademarks and branding in order to refer to the relationship between us in press communications or public representations, and you warrant and represent that your trademarks and branding do not violate, infringe or misappropriate any Intellectual Property or other proprietary rights of any person. Except as permitted under clause 11.3, you may not use our or our Group Members' trademarks and branding without first obtaining our prior written consent.

17. Term and Termination

- 17.1 This Agreement shall commence on the Effective Date and shall continue indefinitely until terminated by either party in accordance with the terms of this Agreement (the **Term**).
- 17.2 Either party may terminate this Agreement:
- (a) at any time upon not less than 30 days' written notice; or
 - (b) immediately in the event we notify you of a change pursuant to clause 29.12 and you notify us that you object to the changes in accordance with clause 29.12.
- 17.3 We may terminate this Agreement immediately (or on the expiry of such other period as we may specify) upon written notice if you or your Representatives:
- (a) are not approved to be TAAP Members;
 - (b) commit a material breach of this Agreement;

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- (c) are subject to an Insolvency Event;
- (d) breach clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 19 (Confidentiality), or clause 20 (Restricted Persons and Territories);
- (e) fail to provide all completed tax forms and/or bank account or other payment-related data required in clause 4.2 within one year of the first Booking;
- (f) fail to perform or are delayed from performing your obligations in accordance with clause 26 (Force Majeure);
- (g) are, or if Expedia is, subject to a change in law which substantially effects the ability of either party to perform under this Agreement or the legal responsibilities of either party; or
- (h) are found by us, in our sole discretion (acting reasonably), to be:
 - (i) misusing TAAP or the TAAP Website; or
 - (ii) acting in a fraudulent, deceptive, non-genuine or illegitimate manner.

17.4 Immediately upon termination of this Agreement:

- (a) all licenses we have granted to you under this Agreement shall cease and we may immediately withdraw your access to the TAAP Website and your TAAP Account;
- (b) you shall return or destroy all Promotional Materials and provide written confirmation of the same; and
- (c) you shall immediately remit payment of any amounts due in accordance with this Agreement.

18. **Suspending your access**

18.1 We may immediately suspend your access to TAAP and the TAAP Website:

- (a) if you breach (or we reasonably anticipate you will breach) this Agreement;
- (b) in any circumstances under which we would be entitled to terminate this Agreement in accordance with clause 17;
- (c) if we, in our sole discretion, believe it is necessary to prevent:
 - (i) any misuse of any of the TAAP Website (including any Rates); or
 - (ii) the TAAP Website being used in a way which creates a harm or financial detriment to us or our Group Members (including a significant or unusual increase in the number of Void Bookings or risk of fraudulent transactions); and/or
- (d) if your TAAP Account is inactive for more than twelve months.

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18.2 We shall notify you as soon as reasonably practicable where we take action pursuant to this clause.

19. Confidentiality

19.1 Each party shall keep the other's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purposes of this Agreement; or
- (b) disclose such Confidential Information (in whole or in part) to any third party, except to its Representatives, sub-contractors, professional advisors and Group Members, each of whom has a need to know the Confidential Information in connection with this Agreement and provided that it shall procure that such persons comply with these confidentiality obligations.

19.2 Clause 19.1 shall not apply to any Confidential Information that the receiving party can show:

- (a) is in the public domain in substantially the same combination as that which was disclosed to the receiving party (other than as a result of a breach of this Agreement or any other obligations of confidentiality);
- (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
- (c) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (and then only to the extent and for the purpose required);
- (d) is approved by the disclosing party for disclosure in writing; or
- (e) was developed independently of and without reference to Confidential Information disclosed by the other party.

19.3 Each party shall give the other as much notice of any disclosure required under clause 19.2(c) as is reasonable and lawful in the circumstances (if any) and shall provide the other with reasonable assistance in avoiding or limiting the required disclosure.

19.4 Notwithstanding anything to the contrary herein, we may use data and information we gather, receive, generate, create, compile or process in connection with the Agreement (excluding TAAP Personal Data) for operating and developing our partner program including our TAAP Website; and for the furtherance of our business. In the event that such data and/or information is shared with third parties, it shall be anonymised such that your information is not easily identifiable (unless otherwise agreed between the parties).

20. Restricted Persons and Territories

20.1 You warrant and represent on a continuing basis that you, your Group Members and your Representatives are not:

- (a) incorporated, headquartered, ordinarily resident in, operating in, or have any Sub-Users in, a country or region subject to comprehensive restrictions under Economic

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Sanctions (including as at January 1, 2020, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or

(b) a Restricted Person.

20.2 You shall notify us immediately if, at any time during the Term:

(a) there is any change to the position at clause 20.1, including any changes which means you are or begin operating in a country or region subject to comprehensive restrictions under Economic Sanctions; or

(b) you commence operating in any other country considered high risk from an Economic Sanctions perspective (including as at January 1, 2020, Russia, Ukraine and Venezuela).

20.3 You and your Representatives (i) shall comply with all Economic Sanctions in the performance of this Agreement; (ii) shall not act for or on behalf of, facilitate any activity involving, or otherwise engage or deal with any Restricted Person in the performance of this Agreement; and (iii) shall not act or refrain from acting in such a way so as to bring us into breach of, or expose us to penalties under, any Economic Sanctions and will co-operate with us in such regard. Under this Agreement, we will not be required to act or refrain from acting in any way that would be, in our sole judgement, prohibited by or subject to penalty under any Economic Sanctions.

20.4 You shall provide us with all information, co-operation and assistance that we require to screen Customers and, if a Sanctioned Booking is suspected, investigate and verify. In particular, you shall adhere to the response times set out in any requests for further information, and acknowledge that a failure to do so shall be considered a breach of this clause 20.

20.5 You agree and acknowledge that:

(a) we reserve the right to cancel any Sanctioned Booking;

(b) you will not receive Commissions on any Sanctioned Booking; and

(c) if you breach this clause 20 we may terminate this Agreement immediately in accordance with clause 17.3(d).

20.6 You shall notify us immediately in respect of any breach of this clause 20.

21. Insurance

21.1 During the Term you shall maintain, with a reputable insurer, the requisite insurance coverage as required by all applicable law and as is necessary to meet your obligations under this Agreement. Such insurance shall include coverage for commercial general liability and professional liability at limits not less than an amount equivalent to the annual Commissions paid to you under this Agreement. Upon request you shall provide us with copies of your insurance policies.

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22. Compliance

22.1 You shall permit and/or shall procure that we are permitted access to, and/or provided copies of, such of your, your sub-contractors' and your Representatives' records, systems, premises, personnel and information to the extent necessary for the purpose of:

- (a) verifying your compliance with this Agreement;
- (b) investigating where we reasonably suspect, or have been notified of, a material breach of this Agreement, a potential or actual personal data breach, fraud and/or a breach of law; or
- (c) fulfilling any request by a regulatory body of a competent jurisdiction.

22.2 We shall use our access under this clause solely for the purpose of such verification and any subsequent claims and shall treat any information we obtain as your Confidential Information.

23. Representations and Warranties

23.1 You undertake, warrant and represent that you: (i) shall comply with all applicable laws; (ii) shall be licensed to act as a travel agent, or similar capacity, and shall promptly provide evidence of such on request by us; (iii) shall be solely responsible for obtaining and maintaining all licenses, consents and other permissions (if any, whether regulatory or otherwise) and all financial security arrangements necessary to enter into and for the continuing performance of your obligations under this Agreement; (iv) shall be solely responsible for your own costs of complying with this clause 23.1; and (v) have not entered and will not enter into any other agreements under which your obligations would breach this Agreement.

23.2 You undertake, warrant and represent that:

- (a) you are duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not (and will not) conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which you are a party or by which you are bound and that this Agreement constitutes a valid and binding obligation of you enforceable in accordance with its terms;
- (b) you shall perform your obligations under this Agreement using reasonable skill and care and appropriately skilled and experienced personnel, in accordance with best industry practice and our reasonable instructions;
- (c) you shall adhere to the Territory Requirements in Schedule 1;
- (d) you shall, promptly upon request, provide us and our Group Members with such information, co-operation and assistance as is reasonably required by us in connection with this Agreement;
- (e) the information that you have provided, and continue to provide, to us is truthful, accurate and complete and you had the right to provide this information;

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- (f) you have read this Agreement and understand, accept and agree to be bound by the terms and conditions set out within it;
- (g) in connection this Agreement, you:
 - (i) shall comply with the provisions of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and any amendments thereto, as well as any other applicable anti-corruption laws adopted by countries where services are being performed;
 - (ii) have not been found by a court in any jurisdiction to have violated any such laws; and
 - (iii) will not either directly or through a third-party make any improper payments or perform any act in violation of such laws.

23.3 You agree and acknowledge that:

- (a) except as expressly provided in this Agreement, to the fullest extent permissible pursuant to applicable law, we expressly disclaim any representations, warranties or conditions in connection with this Agreement, whether express, implied, statutory or otherwise, including without limitation, warranties of: merchantability; fitness for a particular purpose; title and non-infringement; usage of trade; course of dealings; accuracy or completeness of results; and data or information.
- (b) we do not guarantee continuous or uninterrupted access to the TAAP Website or that it shall be secure or error free, and operation of the TAAP Website may be interrupted by numerous factors outside of our control and we make no warranty as to its availability;
- (c) we do not warrant, represent or undertake that the TAAP Website or any other services provided hereunder shall result in any particular level or type of financial results for you;
- (d) we shall not be liable (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) for:
 - (i) any products, services or sites offered by Suppliers or otherwise accessed through the TAAP Website;
 - (ii) your failure to comply with all of your obligations, including, but not limited to, your financial security obligations under the PTD;
 - (iii) any other actions which result from misuse or inappropriate use of the TAAP Website;
 - (iv) us activating any right of suspension, as contemplated under clause 18.1; or
 - (v) us suspending our performance or payment of Commissions in accordance with clause 26.2.

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24. Indemnities

24.1 You shall indemnify and keep indemnified us and each of our Group Members (and each of our and their Representatives) against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by us or our Group Members in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from:

- (a) any breach by you of clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 16 (Intellectual Property), clause 19 (Confidentiality), clause 20 (Restricted Persons and Territories), clause 27 (Taxation), and Schedule 1 (Territory Requirements);
- (b) your failure to comply with any of the provisions of this Agreement relating to Booking and confirmation processes (including but not limited to the PTD and LTAs, as applicable);
- (c) any Customer complaints made as a result of your or your Representatives' acts, omissions, negligence or breach of any terms of this Agreement;
- (d) fraudulent or other misuse of any debit cards or credit cards used for Bookings which are linked to your Tracking Code, regardless of the ownership of such cards; And
- (e) your breach of your obligation to pass on any refunds to a Customer or not to issue vouchers in lieu of cash refunds, in accordance with clause 15.4.

24.2 We shall indemnify and keep indemnified you and each of your Representatives against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by you in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from our failure to comply with our obligations under the PTD in relation to Expedia Packages.

24.3 If we seek to rely on an indemnity under clause 14 or clause 24.1 which arises from a third-party claim or Customer complaint (the "**Claim**"), you shall:

- (a) permit us to control the defence and settlement of the Claim;
- (b) at your expense, provide us with all reasonable information and assistance that we request in connection with the defence and settlement of the Claim;
- (c) not make any admissions or compromise in relation to the Claim, unless we ask you to do so in writing or you are required to do so by applicable law or court order; and
- (d) keep us informed about material developments with respect to the Claim.

25. Liability

25.1 NOTWITHSTANDING CLAUSE 25.2 OR CLAUSE 25.3, NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION,

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UNDER THE INDEMNITIES SET OUT IN THIS AGREEMENT, FOR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, FOR WILFUL DEFAULT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

25.2 SUBJECT TO CLAUSE 25.1, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) FOR: INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR LOSSES; LOSS OF REVENUE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT; COST OF RE-PROCUREMENT; LOSS OF GOODWILL OR REPUTATION; AND IN EACH CASE EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

25.3 SUBJECT TO CLAUSE 25.1, OUR TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) SHALL BE LIMITED TO THE TOTAL COMMISSIONS PAID OR PAYABLE BY US TO YOU UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM.

26. **Force Majeure**

26.1 Subject to clause 26.2, neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement (save in respect of any obligation to pay any amounts due and payable) to the extent that such failure or delay arises due to reasons beyond such party's reasonable control, provided always that the affected party promptly notifies the other of the cause and likely duration of the failure or delay and takes all reasonable steps to overcome the failure or delay as soon as possible. For the avoidance of doubt, hotel overbookings shall not be considered a force majeure event.

26.2 Notwithstanding clause 26.1, in the event that we deem, in our sole discretion, that military or terrorist action or extraordinary political, economic or other conditions or occurrences beyond our control significantly impact the travel business, our business or access or navigation to the TAAP Website, then we may upon providing you with 5 days of prior written notice and at our sole discretion:

- (a) suspend performance (in part or whole) of any or all of the terms and conditions of this Agreement; or
- (b) suspend payment of Commissions that are due to you (in part or whole).

27. **Taxation**

27.1 The parties shall use reasonable endeavours to secure that the Supplier shall be treated by any Tax authority in any pertinent jurisdiction as the supplier to the Customer of E-Collect Bookings for VAT purposes (where applicable), and you shall not do, or omit to do, anything which we may reasonably expect to result in any Tax authority taking a contrary position.

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27.2 You shall not:

- (a) account to any Tax authority for Travel Taxes on the basis that you or any of your Group Members are the supplier to the Customer of E-Collect Bookings;
- (b) issue any invoices to the Customer that expressly or implicitly state that you are making a supply of Bookings, whether on a standalone basis or as part of a Package, to the Customer, unless otherwise required by applicable law; or
- (c) correspond with any Tax or governmental authority in relation to the Travel Tax treatment of Bookings without first consulting us, including allowing us to review and comment on such correspondence and to make any amendments that we reasonably require (each of the obligations set out in this clause are limited to the extent permitted by law).

27.3 With respect to any legal or administrative investigation, audit or other proceeding related to Travel Taxes with respect to the Tax treatment of Bookings, we shall have the exclusive right to control the defence or settlement of any such proceeding. You shall promptly provide us or our Group Members with a copy of any communications you receive from any Tax authorities in relation to the Travel Tax treatment of Bookings.

27.4 All payments payable or deemed to be payable by you to us or our Group Members under this Agreement shall be deemed to be exclusive of any VAT chargeable on the supply or supplies for which sums are the consideration for VAT purposes. An amount equal to such VAT shall in each case be paid by you to us or our relevant Group Member.

27.5 All payments made, or deemed to be made, to you under this Agreement are inclusive of any applicable Transactions Taxes.

27.6 You shall:

- (a) collect any applicable Taxes from the Customer (excluding any Booking Charges) in the exact amount and manner provided through the TAAP Website; and
- (b) with respect to any Booking located in the United States, remit such taxes to us or the relevant Group Member to remit to the applicable Tax authority and/or Supplier.

27.7 You agree that any payments which you or any of your Group Members or Sub-Users collect in relation to E-Collect Bookings are collected on behalf of Expedia Travel, and you shall account for this in your records and shall not treat these payments as your own.

27.8 You acknowledge and agree that you shall be solely liable for the following Travel Taxes imposed on, or payable by, us:

- (a) Travel Taxes arising from your statement or representation of Taxes to the Customer in violation of clause 7.2(c); and
- (b) Travel Taxes imposed or assessed on any Booking Charges you collect from Customers.

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27.9 Notwithstanding any other provision to the contrary herein, you shall be responsible for any and all Taxes imposed on you resulting from this Agreement. You and we agree to comply with all applicable tax laws (including the UK's Criminal Finance Act 2017) and any regulations, as amended or replaced from time to time. You shall not do anything which would cause us to be in breach of any applicable tax law.

28. Notices

28.1 Notices must be given in English by email to:

- (a) in our case, the Address for Notices, and in your case, the email address you provided to us as part of your Application; or
- (b) to the email address notified by us or you to the other in writing from time to time.

28.2 An email notice shall take effect on the earlier of:

- (a) if sent before 5:00pm on a Working Day, on the day of transmission;
- (b) if sent on or after 5:00pm on a Working Day, at 10am on the next Working Day; or
- (c) when receipt is acknowledged by any of the receiving party's authorized recipients.

29. Miscellaneous

29.1 This Agreement:

- (a) incorporates these clauses and the appended schedules; and
- (b) constitutes the entire agreement between the parties in respect of its subject matter and supersedes all previous oral or written agreements between the parties in respect of the subject matter hereof, each of which is deemed terminated as at the Effective Date. Each party acknowledges that in entering into this Agreement it does not rely on any representation or warranty that is not set out in this Agreement.

29.2 Save as provided below, our and your rights, liabilities and obligations under this Agreement shall cease upon its termination:

- (a) the terms of this Agreement shall survive any termination of this Agreement insofar as they relate to Bookings completed prior to such termination but which shall not be Consumed Bookings until after such termination; and
- (b) our and your accrued rights and liabilities and the rights and obligations that are expressly or by implication intended to come into force upon, or remain in force following, the termination of this Agreement shall survive, including clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 19 (Confidentiality), clause 21 (Insurance), clause 22 (Compliance), clause 24 (Indemnities), clause 25 (Liability), clause 27 (Taxation), clause 28 (Notices), clause 29 (Miscellaneous), and clause 31 (Governing Law and Jurisdiction).

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- 29.3 Notwithstanding any provision in this Agreement to the contrary, we shall have the right to set off and reduce any amounts payable (present or future) by us to you under this Agreement against any amounts due from you (or your Group Members) to us (or our Group Members) under this Agreement.
- 29.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any and all of a party's other rights or remedies, herein or provided by law.
- 29.5 This Agreement may not be assigned, novated or transferred by either party without the prior written consent of the other party (such consent not to be unreasonably withheld), except that we may assign this Agreement without your consent to any of our Group Members, or any purchaser of all or substantially all of our assets or to any successor by way of merger, consolidation or similar transaction. Any purported assignment in violation of this clause shall be null and void.
- 29.6 You may sub-contract your obligations under this Agreement with our prior written consent. We may, without your consent and at no cost to you, contract with a third party to perform any of our obligations under this Agreement. Each party shall be liable for the acts and omissions of their sub-contractors, Group Members and Representatives.
- 29.7 We and you are independent contractors and nothing in this Agreement shall be deemed to create a partnership, joint venture, franchise or any agency or employment relationship between us (or our Group Members) and you.
- 29.8 You agree and acknowledge that each of our Group Members shall have the benefit of this Agreement. Notwithstanding this, the parties agree that any claims in respect of losses suffered by us, and/or any of our Group Members shall where possible be brought by us for and on behalf of the affected Group Member and the parties agree that, for this purpose, we shall be agent for and conduct any claims on behalf of such Group Member. Nothing in this clause shall enable us, or any of our Group Members to be entitled to recover damages or obtain any other form of payment or compensation more than once in respect of the same loss or breach.
- 29.9 Subject to clause 29.8, no person other than a party to this Agreement shall have any rights to rely upon or enforce any term of this Agreement
- 29.10 No waiver of any term of this Agreement shall be valid unless made in writing and signed by the waiving party. No failure or delay by any party at any time to enforce one or more of the terms of this Agreement shall constitute waiver of such term or preclude such party from requiring performance by the other party at any time.
- 29.11 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision or such provision shall be severed and the remaining provisions and the Agreement itself shall remain valid and enforceable.

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29.12 We may make changes to this Agreement, the Commissions and the Tier thresholds and benefits from time to time. We shall provide you notice of any changes and shall provide you with a copy of the revised terms by email or via the TAAP Website. Such changes shall come into effect on the date set out in the notice (which, for changes to the Agreement and/or the Commissions, shall be no sooner than 30 days after the notice takes effect under clause 28.2). If you notify us that you object to the changes, either party may terminate this Agreement in accordance with clause 17.2(b). For the avoidance of doubt, Bookings shall be governed by the Agreement in effect at the time the Booking was made.

29.13 The original English version of this Agreement may have been translated into other languages. In the event of an inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

30. Interpretation

30.1 In the event of a conflict between any parts of this Agreement not resolved expressly by its terms, the following order of precedence shall apply: (i) Schedule 1 (Territory Requirements); (ii) the clauses; (iii) all other schedules; and (iv) the Acceptable Use Policy.

28.2 In this Agreement, except where the content requires otherwise:

- (a) references to clauses or schedules shall be to clauses and schedules to this Agreement and references to a paragraph shall be to a paragraph of a schedule. Headings are inserted for ease of reference and shall not affect interpretation;
- (b) persons includes natural persons, firms, partnerships, companies, and corporations; words suggesting a gender shall include all other genders; words denoting the singular shall include the plural and vice versa;
- (c) any term defined in a particular tense shall include tenses of that term;
- (d) unless otherwise specified, all references to days, months, quarters or years shall be deemed to be preceded by the word "calendar";
- (e) references to statutes, statutory instruments and government regulations shall be deemed to include any modification, amendment, extension or re-enactment thereof from time to time and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule;
- (f) the expressions including, include, in particular, for example and any similar expression are meant to be inclusive and shall not limit the preceding words, and the word "or" is disjunctive, but not necessarily exclusive;
- (g) references to writing and written include communication by email, including all related attachments; and
- (h) a reference to any agreement or document means that agreement or document as amended or varied by written agreement between the parties from time to time.

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31. **Governing Law and Jurisdiction**

- 31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law set out in Schedule 1 (Territory Requirements), without regard to any conflict of laws, rules or principles that may require the application of any other law or where this Agreement or any amendment to it is actually executed.
- 31.2 We and you each irrevocably agree that the courts set out in Schedule 1 (Territory Requirements) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). We and you each waive, to the fullest extent permitted by law, trial by jury of all claims arising out of or relating to this Agreement.

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SCHEDULE 1

TERRITORY REQUIREMENTS

DEFINITIONS AND INTERPRETATION

Address for Notices: ExpediaLegalNotices@expediagroup.com

Local Currency: TWD

Territory: Taiwan

Governing law / Jurisdiction: English / England and Wales.

TAAP Website: <https://www.expediataap.com.tw/>

You agree you will adhere to and comply with the requirements below:

1) EXPEDIA+ REWARDS

You and your Representatives are not permitted to take part in Expedia+.