

Vantage Travel Agent Terms and Conditions

Travel agents and travel agencies promote, market, take reservations for and otherwise broker Vantage Travel Services, Inc.'s ("**Vantage**") sale of tours, cruises and other Vantage products (individually and collectively, the "**Vantage products**") to guests and passengers. Vantage has unilaterally adopted this Marketing and Commissions Policy (the "**Policy**") to support fair and transparent advertising practices to promote accurate disclosures with respect to promotions and advertising of Vantage products to the public, to protect Vantage's reputation and brand as a premium offering.

By offering and selling Vantage Products, travel agencies and travel agents working with travel agencies who promote, market, take reservations for and otherwise broker Vantage products are subject to this Policy and are expected to communicate the contents of this Policy among their travel agents (a "**Travel Agent**"). This Policy shall govern the terms between Vantage and Travel Agent.

This Policy applies to any print or electronic media or solicitation, or promotional materials containing Vantage Marks (defined below) or referencing Vantage products, including without limitation telephone, in-person, newspaper, direct mail, magazine, catalogs, flyers, TV, radio, e-mail, Internet, and/or Internet booking engine (individually and collectively "**Media**"). Under this Policy, Travel Agents are free to conduct their business as they see fit. Vantage will take any action it deems necessary to protect its image and competitiveness, including but not limited to, terminating and discontinuing to sell through any Travel Agent that violates the terms of this Policy.

1. PUBLISHED PRICING.

1.1 Published Pricing. A Travel Agent will not advertise, promote, or offer in any Media any Vantage Product for a price less than the "**Published Rate.**" The Published Rate shall mean:

- a. The current price for the product on its website www.vantagetravel.com;
- b. The price provided to Travel Agent for short-term promotions that have been expressly authorized in writing by Vantage for use in advertising and elsewhere; and
- c. The price for bookings through Vantage's Family & Friends department as stated on the destination agreement ("") when offered by Travel Agent solely to a closed audience and not in any media available to the general public. See Section 3 Group Rates.

Vantage will provide advance written notice to Travel Agents if a particular Vantage Product may be advertised, promoted or offered in Media at a rate below than the Published Rate.

1.2 Marketing Incentives. Except as provided in Sections 1.2.1 , without Vantage's prior written consent in its sole discretion, a Travel Agent shall not promote, market or provide *cash* or *non-cash* marketing incentives on any Vantage product.

1.2.1 Non-Cash Marketing Incentives. *Non-cash* marketing incentives (defined below) may not be offered or provided to Vantage guests/passengers as promotions or incentives to sell Vantage products, whether before, on or after a cruise except as permitted under this [Section 1.2.1](#). Non-Cash marketing incentives are those offered to a guest/passenger before, on or after a Vantage cruise that have no redeemable cash value.

A Travel Agent may combine a Published Price with *non-cash* marketing incentives, provided the following conditions are all met:

- a. The *non-cash* marketing incentives are part of a sales & marketing plan promoting Vantage products to be redeemed and used onboard the booked Vantage cruise.
- b. The actual or perceived total retail value (in USD) of the *non-cash* marketing incentives cannot in the aggregate exceed the following: (i) for one (1) to seven (7) nights on Vantage vessel, \$150 per guest; (ii) for eight (8) to fourteen (14) nights on a Vantage vessel, \$300 per guest and (iii) for fifteen plus (15+) nights on a Vantage vessel, \$500 per guest.
- c. For any *non-cash* marketing incentives that are not redeemable from Vantage during the Vantage cruise, then the retail value of the non-cash marketing incentive offered or provided by Travel Agent cannot exceed \$100 per booking for agency branded items.

Pre-approval by Vantage for *non-cash* marketing incentives permitted under this [Section 1.2.1](#) is not required; however, Vantage reserves the right to review promotional offers to ensure they align with this Policy and Vantage brand guidelines and standards and may suggest that Travel Agents remove, suspend or change offers should they not meet these criteria. Non-cash marketing incentives are only applicable on a per product basis, as marketed on the Vantage website.

1.2.2 Cash Marketing Incentives. *Cash* marketing incentives (defined below) may not be offered or provided by or on behalf of Travel Agents to Vantage guests/passengers as promotions or incentives to sell Vantage products, whether before, on or after a cruise. *Cash* marketing incentives include cash, gift cards, gas cards, rebates, refunds, transfers, pre-paid gratuities, third party cash back offers, free or discounted vacation protection coverage, free or discounted hotel nights, reduced airfare, deductions of any amount from the Published Price to be paid by the guest or returns/rebates of any portion of a client's money to that client, or any other item that is equivalent to or equates to cash and is not redeemed from Vantage during a Vantage cruise.

“Cruise Taxes, Fees, and Port Expenses” may include any and all fees, charges, tolls and taxes imposed on Vantage, by governmental or quasi-governmental authorities, as well as third party fees and charges arising from a vessel's presence in a harbor or port. Cruise Taxes, Fees and Port Expenses may include U.S. customs fees, head taxes, Panama Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, air taxes, hotel or VAT taxes incurred as part of a land tour, immigration and naturalization fees, and Internal Revenue Service or the equivalent fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Cruise Taxes, Fees, and Port Expenses may be assessed per passenger, per berth, per ton or per vessel. Assessments

calculated on a per ton or per vessel basis will be spread over the number of passengers on the Vessel. Cruise Taxes, Fees and Port Expenses are subject to change and Vantage reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

1.3 Restricted Promotional Pricing. Travel Agent is responsible for ensuring compliance with the eligibility requirements of restricted promotional fares (for example military, Past Traveler Discounts, Zero/Reduced Single Supplements, Triple/Quads, and the Gift of Discovery offer or similar promotions) for all reservations made with Vantage and shall at all times ensure that such fares are not knowingly offered or displayed to ineligible guests via any means, including through any internet or other distribution channel. If Travel Agent offers or displays restricted promotional fares to ineligible guests whether deliberately or due to the inability of any applicable distribution channel to prevent such display, then Vantage (1) may at any time thereafter and in its sole discretion remove such Travel Agent's access to such rates, and (2) reserves the right to collect the difference between the fare paid and the lowest available fare for which the guest(s) are eligible by deducting the amount from any commissions owed to such Travel Agent under the applicable distribution channel.

Notwithstanding the foregoing, if an ineligible restricted promotional fare is offered or displayed as a result of a guest misrepresenting himself or herself to Travel Agent, Vantage will not take the action set forth in clauses (1) and (2) above and will instead collect the fare difference directly from the guest.

1.4 Currency Policy. Travel Agents must market, quote and transact in USD currency for all bookings to U.S. residents for Vantage products.

1.5 Invoicing. All Vantage invoices to guests/passengers will be printed only with Vantage's Published rates. The Travel Agent shall not alter any invoice issued by Vantage. Any request for Vantage to alter invoices will not be honored.

2. MARKETING AND ADVERTISING. Advertising by or on behalf of a Travel Agent in any Media of any Vantage Product ("**Advertising**") must not contain any message that states, directly or indirectly, that Vantage products are offered or sold below Published Rate or at any special price, discount, or reduction not specifically authorized by Vantage in writing. Examples of prohibited messages include: "Discount," "Rebate," "On Sale," "Save %," "Save \$\$," "Gift Card," "Gift Certificate," "Gift," "Cost," "Low Cost," "Price," "Lowest Price," "Best Price," "Beat Any Price," "Special Price" or similar terminology. In addition, Advertising must not: (i) be abusive, obscene, profane, sexually explicit, violent, or threatening in nature; or (ii) contain content that expresses bigotry, racism or hate. Travel Agents may advertise or promote their service and quality. Travel Agents may offer marketing incentives to the extent permitted under Sections 1.2.1 . All Advertising must comply with applicable laws and advertising standards where they are advertised.

Travel Agents may not advertise, solicit, induce, invite or otherwise encourage passengers who are already booked with Vantage to transfer their booking to Travel Agent or cancel their booking and re-book the same or similar booking with Travel Agent. Violations of the

prior sentence by Travel Agent, as solely determined by Vantage, shall result in the denial of a Commission, a set off of any monies due Travel Agent for any such Commission paid and/or possible termination of authority for Travel Agent to sell Vantage products.

If, however, a passenger unilaterally requests a transfer of an existing booking with Vantage to a Travel Agent, without the Travel Agent having advertised, solicited, invited, induced, or otherwise encouraged that transfer, that is permissible and commissions for that event are set forth in Section 5.

3. FAMILY & FRIEND RATES. Family & Friends Rates less tour conductor credits or other discounts may not be advertised in any media. Family & Friends Rates may not be offered on an Internet site or Internet booking engine, even if such Internet site requires users to register and use a password for access, or employs other restrictive devices, unless (1) access to view the rate is restricted to a closed audience who reaches the Internet site or Internet booking engine through a link embedded in a targeted email or through use of a specific promotional code that is provided only to the closed target audience, (2) it is not otherwise viewable to the general public in any way, and (3) the Internet booking engine or Internet website is hosted by the agency of record on the destination agreement. Vantage reserves the right to determine, in its sole discretion, what does and does not constitute a closed audience.

4. NO AUTHORIZED AGENTS. No Travel Agent shall represent itself as an authorized or preferred agent of Vantage or otherwise create a false impression of affiliation with and/or sponsorship by Vantage. All Travel Agent marketing and promotional materials in Media) must clearly distinguish the identity of the Travel Agent vis-à-vis the identity of Vantage. Each web page in a Travel Agent's website that contains Vantage Marks or references Vantage products shall clearly and prominently indicate that the Travel Agent is the website owner and/or operator. If the Travel Agent makes authorized copies of Vantage's marketing materials or trademarks pursuant to Section 6 herein, then (i) the Travel Agent's name and trademarks must appear as prominent and distinct from, and shall not incorporate any, Vantage Mark (hereinafter defined), and (ii) the use of such marketing materials and the Vantage Marks shall otherwise comply with Section 6 herein.

5. COMMISSIONS.

5.1 Commission Plan. In consideration for promoting, taking orders for and otherwise selling Vantage products to guests and providing related services, the Travel Agent shall be entitled to Vantage's commission. Commission payments will be calculated at date of departure and processed within thirty (30) days of customer return. For agents new and return travelers, Vantage pays 10% commission on the adjusted base price after applied customer discounts, and a separate 5% commission on pre and/or post-trip extensions and Trip Protection Plan, unless otherwise noted on select tour codes. Commissions for agents return travelers will be paid in accordance with the current filed W9; a current W9 form and Travel Agent tracker must be provided no later than date of reservation departure to process Travel Agent Commissions. Travel agents do not earn commissions on Last-Minute Travel Deals, Flash Sales, nor third party promotional bookings; any third-party exceptions will be in the applicable

Terms & Conditions. Commissions will not be paid on cancelled. Travel Agent commissions are not combinable with Refer-a-Friend or Family & Friends programs, SmartPay, ACH Deposit Discount, First-Time Traveler Offers, 2nd Trip booked onboard or discounted offers; Travel Agent commissions are combinable with Past Traveler Discounts, Military Discounts, Zero/Reduced Single Supplements, Triple/Quads, and the Gift of Discovery offer. Other terms and conditions may apply; call the Vantage Team for details. Effective with bookings made after February 1, 2023. The Travel Agent shall not deduct or 'short pay' amounts from commissions and apply it to monies due Vantage for a guest/passenger's booked Vantage cruise, air services, pre/post extensions, shore excursions, non-cash marketing incentives, onboard amenities, gifts, or other Vantage products.

In the event that a Travel Agent requests to transfer, or 'takeover', a booking the initial sale of which was between Vantage and the guest/passenger, the Travel Agent shall be entitled to Vantage's commission when the following conditions are met:

- a. The Travel Agent is in possession of the booking/invoice number.
- b. Final documents for the guest/passenger's travel have not been printed.
- c. 'Non-commissionable' voucher(s) have not been applied
- d. The Travel Agent initiates the 'takeover' process with Vantage within thirty (30) days of the booking date for new guest/passengers.
- e. The Travel Agent has acted as the agent on record for any previously purchased Vantage products, provided additional conditions are met:
 - i. Previous Travel Agent booking IATA, CLIA, ARC or agency identifier number must match the current booking number
 - ii. Previous Travel Agent booking date predates current Travel Agent transfer or 'takeover' request
- f. The Travel Agent did not advertise, solicit, induce, invite or otherwise initially encourage the guest/passenger to transfer to booking to the Travel Agent or cancel their booking and re-book the same or similar booking with Travel Agent.

'Non-commissionable' vouchers remain 'non-commissionable' in the event of a Travel Agent transfer request or 'takeover'.

Any "Refer a Friend" or Friends & Family credits will be revoked in the event of a Travel Agent transfer.

No Commission will be paid to Travel Agent for bookings made by travel/guest while on their scheduled tour/cruise.

5.2 Additional Commission Plans. Vantage may also announce additional commission plans from time to time to further incentivize Travel Agents in their marketing and promotional efforts. Provided the Travel Agent is in compliance with this Policy (as amended from time to time), the Travel Agent may participate in such additional commission plans. If a Travel Agent is not in compliance with this Policy, the Travel Agent shall not be entitled to participate or receive commissions under an additional commission plan.

6. INTELLECTUAL PROPERTY.

6.1 Copyrights. For the sole purpose of promoting, taking orders for, or otherwise brokering Vantage's products (collectively, the "**Services**"), Vantage hereby grants to the Travel Agent a limited, revocable, non-exclusive, non-transferable license ("**Copyright License**") to reproduce and distribute Vantage's copyright protected marketing materials, which materials are available directly from Vantage, so long as the reproduction and distribution of such materials complies with this Policy and the terms of use on Vantage's website and the Portal. The Copyright License is revocable at any time by Vantage, in its sole discretion.

6.2 Trademarks. For the sole purpose of providing the Services, Vantage hereby grants to the Travel Agent a limited, revocable, non-exclusive, non-transferable license ("**Trademark License**") to use the Vantage Marks (as defined below), so long as the use of such trademarks complies with this Policy and the terms of use on Vantage's website and the Portal. The Trademark License is revocable at any time by Vantage, in its sole discretion.

In the course of performing authorized activities under the Copyright License and/or the Trademark License, the Travel Agent shall not misappropriate or copy any Vantage name, design, logo or any other trademark or service mark in which Vantage or its affiliates owns (the "**Vantage Marks**", which include without limitation "Vantage," "Vantage River Cruises," "Vantage Ocean Cruises," any mark containing the word "Vantage" in a way that causes, or is likely to cause, confusion, or create a false impression as to the affiliation and/or sponsorship of the Travel Agent by Vantage). The Travel Agent shall not incorporate any Vantage Mark as part of any other trademark, including that of the Travel Agent. If the Travel Agent uses a Vantage Mark, as embodied in the copyright protected materials in which the limited Copyright License is granted, the Travel Agent shall place either the ® or TM symbol, as appropriate, adjacent to the Vantage Mark and shall state that the Vantage Marks used are "owned by Vantage River Cruises, Inc. or its affiliates".

Each Travel Agent shall permit an authorized representative of Vantage to inspect at all reasonable times the Services being provided or sold and any materials used in association with same in order to enable Vantage to verify that such Services and the use or display of the Vantage Marks meet the standards set out by Vantage from time to time. A Travel Agent shall promptly correct any deficiencies in the Services or its respective use or display of the Vantage Marks that are brought to the attention of said Travel Agent and to refrain from providing any Services and stop all uses or displays of any Vantage Marks that, in the reasonable opinion of the Travel Agent, do not meet such standards.

Except for the Trademark License, each Travel Agent agrees that Vantage (or its licensors, as applicable) possesses the absolute and exclusive right, title and interest in and to the Vantage Marks and the Vantage Marks and all goodwill attached thereto shall remain the sole property of Vantage. For the avoidance of doubt, each Travel Agent acknowledges that the Vantage Marks and the goodwill associated therewith, whether now existing or arising in the future, are the exclusive property of and shall ensure to the sole benefit of Vantage. If a Travel Agent acquires any right or title in or to the Vantage Marks, or any

goodwill associated therewith, each such Travel Agent hereby automatically assigns all such right or title to Vantage upon the acquisition, creation, or development of same.

The Copyright License and Trademark License shall automatically terminate upon the termination or expiry of the underlying agreement with the Travel Agent. Upon expiration or termination of said agreement, the Travel Agent shall: (i) immediately cease using the Vantage Marks or any marks confusingly similar thereto; (ii) not use or refer to the Vantage Marks or in any way identify itself or associate itself with the Vantage Marks; (iii) not adopt, use, display, apply, advertise or register any corporate name, trade name, trademarks, trade dress, color scheme, domain name (or other address or identifier on the Internet) which is the same as, contains, or is confusingly similar to the Vantage Marks; and (iv) at the Travel Agent's sole expense, deliver up all signs, brochures, cards, promotional, advertising and display materials bearing the Vantage Marks, or anything confusingly similar thereto, in its custody or control to Vantage.

6.3 Domain Names. Travel Agent shall not directly or indirectly register, attempt to register, own, use or control any domain name, subdomain or Uniform Resource Locator (URL) containing the Vantage name, any Vantage Marks, or any marks confusingly similar thereto.

6.4 No Disparagement. Travel Agent shall refrain from taking actions or making statements, written or oral, which are intended to denigrate, disparage or defame the goodwill or reputation of Vantage, its affiliates, and the Vantage Products.

6.5 Anti-Spam and Privacy Laws. Travel Agent shall, at all applicable times, comply with applicable anti-spam laws and all applicable privacy laws when undertaking any Services.

7. SEARCH ENGINE MARKETING ("SEM") REQUIREMENTS AND GUIDELINES. These SEM requirements and guidelines apply to web sites and web pages under the direct or indirect control of Travel Agent (including Travel Agents who work for a travel agency).

7.1 Meta Data and Title Tags. A Travel Agent website may not present itself as an "official Vantage website", create a false impression that it is affiliated with Vantage or otherwise suggest that it is authorized, preferred, sponsored or endorsed by Vantage by means of keywords anywhere in the meta data or title tags. A Travel Agent web site may not employ excessive repetition of Vantage's name, the Vantage Marks or Vantage's copyright protected materials ("Vantage's Property") or any substantially similar variation of Vantage's Property (including variations of Vantage Property where one or more characters or symbols are reversed, replaced or inserted (collectively, "Typos") as keywords (e.g., keyword stuffing) within meta data or site content for the purpose of skewing search results.

7.2 Deceptive Redirects (Cloaking). A Travel Agent web site may not present one type of page content to the search engines to achieve rankings on a Vantage-related search, but redirect users to another page that contains different or unrelated content or content that does not comply with this Policy.

7.3 Hidden or Invisible Text. Travel Agent websites may not place text containing Vantage's Property or anything substantially similar to Vantage's Property (including Typos) on a page that is the same color as the background, or otherwise hide text containing Vantage's Property, anything substantially similar to Vantage's Property, or Typos including by using Vantage's Property or Typos anything substantially similar thereto as alternative text for images or in the <alt> html tag, causing it to be hidden from the viewer, but not from search engine spiders, except as otherwise expressly permitted by this Policy.

7.4 Paid Search Requirements and Guidelines. These Paid Search Requirements and Guidelines apply to a Travel Agent's direct or indirect use of paid search advertising or other forms of online targeted advertising, including but not limited to banner advertisements, behavioral, and contextual advertising offered by companies operating search engines (including but not limited to Google®, Bing®, and Yahoo®), travel search sites (including but not limited to TripAdvisor® or Expedia®), Social Media Websites (including but not limited to Facebook®, Twitter® and Instagram®), comparison sites, or other third party operated web sites ("**Paid Search**").

7.4.1 Keywords. A Travel Agent may not use Vantage's Property or Typos (or anything substantially similar to Vantage's Property and Typos) as keyword terms, whether alone or in conjunction with other terms. When purchasing generic cruise-related keywords (such as "cruise" or "ship" or "cruise deals") or when purchasing destination or port keywords for any port or destination serviced by Vantage (such as "Europe", "Asia" or "River Cruise"), a Travel Agent must ensure that its ads do not appear for consumer searches which include Vantage's Property or Typos (or anything substantially similar to Vantage's Property and Typos) in combination with the generic keywords. This is inclusive of all campaigns (such as geo-targeting and day-parting). A Travel Agent must list the following elements of Vantage's Property as negative keywords (at the level in search engines that encompasses negative matching for all campaigns). Note that exact negative setting is not sufficient: (1) Vantage, (2) Vantage river cruises, (3) Vantage river cruise, (4) Vantagerivercruises, (5) Vantagerivercruise, (6) Vantageriver, (7) Vantagerivers, (8) Vantage ocean cruises, (9) Vantage ocean cruise, (10) Vantageoceancruises, (11) Vantageoceancruise, (12) Vantageocean, (13) Vantageoceans, (14) Vantage cruises, (15) Vantage cruise, (16) Vantagecruises, (17) Vantagecruise, (18) Vantage ships, (19) Vantage ship, (20) Vantageships, (21) Vantageship

For example, it would be a violation of this Policy if a consumer search using a keyword phrase such as "Vantage Danube cruises" triggers a Travel Agent ad to appear if "Danube cruises" was originally used by such Travel Agent without the negative keyword of "Vantage."

Note that a Travel Agent must ensure that its ads do not appear on consumer searches which include: Vantage ship names, such as, but not limited to, Vantage Ocean Explorer, Vantage, River Venture. Vantage itinerary names, such as, but not limited to, Portugal and Spain: Treasures Along the Golden Douro; From the Amazon to the Americas: Lima to Boston; Luxury on the Nile: Ancient Egyptian Wonders.

7.4.2. Ad Content. A Travel Agent may not include Vantage's Property, anything substantially similar to Vantage's Property, or Typos in any hyperlink that such Travel Agent causes to be displayed as a result of Paid Search. Subject to the requirements and restrictions set forth in this Policy, a Travel Agent may only use Vantage's Property in the ad text of an ad triggered by Paid Search if the ad creative is approved by Vantage and if (i) Vantage's Property is not included in the search terms purchased by such Travel Agent; (ii) the ad redirects to a landing page that is operated by such Travel Agent in compliance with this Policy and does not violate any law, regulation, or rights of another party; and (iii) the landing page, other than any search or site navigation features, is dedicated exclusively to the marketing of Vantage cruises and does not have any references or links to other vacation opportunities, including without limitation other cruise lines. A Travel Agent may not use Typos in the ad text of an ad triggered by Paid Search.

7.4.3. Vantage Websites. A Travel Agent may not promote "Vantage Websites" in paid digital advertising, including co-branded websites (e.g. Vantagecruises.com/travel-agent-name). Paid digital advertising includes, but is not limited to Paid Search, Paid Social, and Display. Vantage Websites include any website registered by Vantage or a subsidiary of the company, including, but not limited to Vantagerivercruises.com, Vantagecruises.com, Vantagerivercruisescanada.com, Vantagecruisescanada.com, Vantagerivercruises.co.uk, Vantagecruises.co.uk, Vantagerivercruises.com.au, Vantagecruises.com.au.

7.5 Social Media Website Requirements. A Travel Agent may use Vantage's Property in Social Media Websites (as defined below) for the purposes of communicating information about Vantage or its tour and/or cruises, subject to the requirements and restrictions set forth in this Policy. A Travel Agent may not use Vantage's Property, anything substantially similar to Vantage's Property, or Typos in any username, account name, profile name, screen name, or similar for any Social Media Website or display or undertake any other activity which may confuse consumers as to whether such Travel Agent is acting on behalf of Vantage or is endorsed by Vantage. The following are considered Social Media Websites: social networking websites (including by example, but not limited to, Facebook, Twitter, LinkedIn, etc.), blogging and community websites (including by example, but not limited to BlogSpot.com, Wordpress.com, etc.), video websites (including by example, but not limited to YouTube, etc.), or any other website operated by a third party, directly or indirectly controlled or posted by a Travel Agent ("**Social Media Website**").

7.6 Requirements and Guidelines for Spyware and Other Automated Tools . These Requirements and Guidelines for Spyware and Other Automated Tools apply to a Travel Agent's use of online software applications that (i) fall under the general categories of "spyware," "adware" or "malware," as those terms are generally defined in the industry, or (ii) extract data or content from Vantagerivercruises.com or any of Vantage's or its affiliates' websites ("**Vantage Websites**"). A Travel Agent may not use or download to a user's computer (i) any spyware, adware, malware or similar tool or toolbars or (ii) navigational elements that integrate with or frame any Vantage Websites and are designed to divert traffic from any Vantage Websites to competitive or other web sites. A Travel Agent may not "screen scrape" (evaluate and extract information from a web page

through the use of software or programs) or use any data mining, robots, or similar automated data gathering, extraction, and/or analysis tools on any web page from Vantage Websites or database connected thereto. A Travel Agent may not show landing pages or ads that pop-over, pop-under, or redirect via in-text links via adware or ad networks over Vantage Property, including Vantage domain names. A Travel Agent may not use or coordinate with a third party to perform any of the prohibited activities described in this Section 7.

8. CONDUCT CONTRARY GENERAL ADVERTISING & POLICY REQUIREMENTS AND GUIDELINES.

In addition to any enforcements by, and available remedies of, Vantage as set forth in this Policy and any underlying Travel Agent agreement or by law or in equity reserves the right to reduce marketing funds or commissions, cancel or deny destination agreements or take any other action it deems appropriate if Vantage determines a Travel Agent violated this Policy, including as set forth in Sections 8.1, 8.2 and 8.3.

8.1 First Violation. Vantage may notify the travel agency and the individual travel agent(s) involved in writing, including by e-mail, facsimile or other written communication, that a violation of this Policy has occurred, and in its sole discretion, unilaterally require the violation to be remedied, including by one of the following measures:

- a. For violations in Media including telephone, in-person, e-mail, and/or any other one-to-one communication medium, the travel agency and the individual travel agent(s) involved must take steps to prevent any further violations such as correcting call scripts, verbiage, agent training, etc. within five (5) business days of the date of notice by Vantage.
- b. For violations in Media including newspaper, direct mail, magazine, catalogs, flyers, TV, radio, Internet, Internet booking engine, and/or any other mass media, travel agency and travel agency and the individual travel agent(s) involved must stop producing/running/airing any noncompliant piece within five (5) business days of the date of notice by Vantage.

8.2 Subsequent Violations. Following a second violation involving the same travel agency and/or the same individual Travel Agent(s) or their respective failure to remedy a previously identified violation, Vantage, in its sole discretion, may unilaterally:

- a. reduce or eliminate the amount of marketing monies payable to the Travel Agent(s) or travel agency as a whole,
- b. reduce or eliminate the standard commission rate payable to travel agency as a whole and/or the individual Travel Agent(s) involved,
- c. disqualify the agency as a whole or disqualify the individual Travel Agent(s) involved from receiving any additional commissions described under Section 5.2 hereunder,
- d. disqualify the travel agency as a whole, or disqualify the individual Travel Agent(s) involved, from entering or participating in any challenges or promotions or being awarded any cruises or other promotional incentive awards,

- e. cease accepting reservations from the travel agency as a whole or from individual Travel Agent(s) involved, and/or
- f. terminate the underlying agreement with the travel agency or Travel Agent(s).

8.3 Termination and Discontinuance Of Authorization To Sell Vantage Products

Notwithstanding anything herein, or in any communication between Vantage and any Travel Agent or Travel Agents, Vantage may terminate authority for a Travel Agent or Travel Agents to sell Vantage products at any time, with or without cause, including without providing the notice set forth in Section 8.1 in Vantage's sole discretion.

9. TRAVEL AGENT AS RESELLER. This Policy shall not apply in the event that a Travel Agent acts as a reseller of Vantage products or assumes the entire risk of loss for the resale of any Vantage products. For example, this Policy shall not apply if a Travel Agent buys a block of Vantage products for resale and assumes the entire risk of loss in the event that the Travel Agent is unable to resell the seats.

10. GENERAL TERMS.

10.1 Bookings by Vantage. Travel Agents are agents of the guests/passengers of Vantage products. Except when Travel Agent is acting as Reseller as set forth in Section 9 above, the decision to sell, and the sale of, a Vantage product to a consumer guest/passenger shall be made by Vantage at its principal offices in Massachusetts and as between Vantage and the Travel Agent, Vantage shall be solely responsible for the delivery of Vantage products.

10.2 Governing Law; Disputes; Injunctive Relief. Vantage and the Travel Agents acknowledge that they are sophisticated commercial entities and individuals, and Travel Agents agree that by offering Vantage products, that any and all claims, disputes, controversies, actions or proceedings relating to, or arising out of, Vantage products, this Policy or any commission plan claim by either Vantage or the Travel Agents arising under or related to this Policy or the relationship between Vantage and the Travel Agent (collectively "**Claims**"), shall be governed by the internal substantive laws of the State of Massachusetts without regard to its conflict of laws principles and that any and all Claims shall be resolved exclusively by final and binding arbitration subject to Commercial Arbitration Rules administered by the American Arbitration Association ("**AAA**"). Any such arbitration shall be held in Boston, Massachusetts. Before commencing any arbitration, Travel Agent must give Vantage notice of a claim, in writing. Vantage may then attempt to resolve Travel Agent's claim. If the dispute is not resolved within 30 days, Travel Agent may demand an arbitration pursuant to the terms below.

Travel Agent agrees that: (i) the arbitration shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA and subject to the Federal Arbitration Act, 9 U.S.C. § 1 et seq.; (ii) the arbitrator shall have the authority to award actual direct damages only with no authority to issue any fines and penalties nor award punitive damages or equitable relief; (iii) THERE SHALL BE NO RIGHT TO LITIGATE TRAVEL AGENT'S CLAIM IN COURT AND NO RIGHT TO A JURY TRIAL; and (iv) Travel Agent's

claim shall be arbitrated on an individual basis, and that Travel Agent shall not have the right to participate in a representative capacity, or as a member of any class of claimants pertaining to any Claim subject to arbitration, and that the arbitrator shall have no authority to consolidate or join the Claims of other persons or parties who may be similarly situated and may only resolve Claims, and render awards between Vantage and Travel Agent alone. With the exception subpart (iv) above, if any part of this arbitration provision is deemed invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures of the AAA, then same shall be stricken and the balance of this arbitration provision shall remain in effect and construed accordingly. If subpart (iv) is invalidated, there shall be no right to arbitration of claims on any class or collective basis, but instead any attempt to assert claims on a class or collective basis of any kind must be pursued in a court of competent jurisdiction. Notwithstanding the foregoing, Vantage may bring an ancillary claim for injunctive relief in a federal, state or provincial court having jurisdiction. Vantage is not responsible for any consequential losses or damages.

10.3 Amendments. Vantage, at its sole discretion, may unilaterally modify, alter, terminate, restate, amend or modify (individually and collectively "Update") this Policy in whole or part from time to time. In addition, from time to time Vantage may offer promotions with respect to specific Vantage Products which may result in the temporary Update of this Policy. Updates will become effective immediately unless otherwise specified therein, and shall be effective as to all Vantage products booked, reserved or confirmed with a deposit on or after the effective date of such Updates, as determined by Vantage in its sole discretion. Updates may, in Vantage's sole discretion, also be communicated by Internet publication and/or mailed, sent by facsimile, or by e-mail to the last known email address of registered travel agencies and travel agents. Each Travel Agency is responsible for reviewing this Policy from time to time to ensure that it is familiar with the most recent version.

10.4 Controlling Agreement. To the extent any of the terms and conditions in this Policy are in conflict with the terms of a Travel Agency's current written agreement with Vantage, the terms of such Travel Agency's current written agreement will control. To the extent any of the terms and conditions of this Policy are in conflict with Vantage's Passenger Ticket Contract, the Passenger Ticket Contract shall control.

10.5 No Waiver. Vantage's failure to exercise any of its rights hereunder or otherwise in connection with a Travel Agency's obligations hereunder shall not be construed to be a waiver of any such rights. If Vantage fails to act with respect to a Travel Agency's breach or anyone else's breach on any occasion, Vantage is not waiving its right to act with respect to future or similar breaches by the same Travel Agency or a different one.

10.6 Notices. Any notices hereunder shall be deemed effective one (1) business day after deposit with a nationally recognized overnight courier or when delivered if delivered in person, when addressed to Vantage at: 90 Canal Street, Boston, MA 02114 Attn: COO and Legal Dept.; and addressed to Travel Agent (notices to a travel agent working at a travel agency shall be sent to the travel agency) Attn: President at the last known postal address on file at Vantage for commissions unless otherwise agreed to by Vantage in writing.

10.7 Compliance with Laws; Licenses. (a) Travel Agent certifies that it has complied with all applicable federal, state, local and foreign laws, statutes, ordinances, common law, and any applicable rules, regulations, standards, judgments, orders, writs, injunctions, decrees, arbitration awards, agency requirements, licenses or permits of any Governmental Entity (collectively, "Laws") in all material respects, and have timely filed all material reports, registrations, notices and statements, together with any amendments required to be made with respect thereto, that they were required to file with Governmental Entities, and have paid all fees and assessments due and payable in connection therewith. Additionally, Travel Agent certifies that there have been no investigations or review by any Governmental Entity with respect to the Travel Agent or any of its Subsidiaries and, to the knowledge of the Travel Agent, there are no such investigations or reviews pending or threatened, and nor have the Travel Agent or any of its Subsidiaries received written notice from any Governmental Entity stating an intention of such Governmental Entity to conduct the same. Each of the Travel Agent and its Subsidiaries has obtained and is in compliance in all material respects with all material permits, certifications, licenses, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity ("Licenses") necessary to conduct its business as presently conducted and Travel Agent has not received written notice that any government agency/entity or any other issuing agency or entity or authorizing any such License intends to terminate or refuse to renew or reissue such License.
