

## **United Vacations**

Thank you for visiting United Vacations' web site **vacations.united.com.com**.

Participation in the United Vacations Affiliate Program requires your acceptance of both the Web Site Terms of Use, and the Affiliate Marketing Program Policies, Terms, and Conditions.

### **WEB SITE TERMS OF USE**

Your use of this site and our company information is subject to these terms and conditions, and by using our web site, you agree to these terms and conditions. United Vacations reserves the right to change these terms and conditions without notice.

### **Ownership of Company Information**

Information concerning United Airlines and United Vacations and their services, including flight schedules, routes, fares, text, graphics, button icons, audio and video clips, digital downloads, data compilations, logos and information regarding the status of United flights, etc. is referred to as "Company Information." United Airlines owns all copyrights, trademarks, service marks, trade names related to the company information and the company information is proprietary to United Airlines.

### **Terms and Conditions of Use**

United Vacations' web site and any company information are available to you only to learn about, evaluate, or purchase United Vacations' services and products. Unless you are an approved United Vacations travel agent or participant in the Affiliate Marketing Program, you may use this site and any company information only for personal, non-commercial purposes. Except in connection with your authorized use of the United Vacations' web site, you may not copy, modify, display, license, distribute, transmit, or download the company information without written consent from United Vacations. Do not use this site to make any speculative or false reservation.

You may not use any "deep-link," "inline link", "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology which does the same things, to access, acquire, copy, or monitor any portion of the United Vacations web site or any company information. Any use of this site which results in the depletion of web site infrastructural resources is not authorized. When you use the United Vacations' web site or company information for an authorized purpose, you should include all proprietary notices without changing or hiding them.

As a condition of your use of the United Vacations' web site, you promise and agree that you will not use these sites or company information for any purpose that is unlawful or prohibited by these terms and conditions.

## **AFFILIATE MARKETING PROGRAM POLICIES, TERMS & CONDITIONS**

### **Program Description**

United Vacations offers vacation packages to over 400 destinations in the United States, Canada, Mexico, the Caribbean, Central America, South America, Europe, Asia, Australia, and the Middle East. United Vacations combines the best fares on United Airlines with everything you need to create your dream vacation. Travelers can customize vacation packages to include flight, hotel, car rentals, show tickets, attraction passes, tours, and more.

Earn 2 - 4% NET commission per completed vacation booking on United Vacations packages booked on **vacations.united.com**. Commission is excluding taxes and fees. Sales generated through unauthorized promotion codes are not commissionable. Commissionable bookings are for flight-hotel packages, flight-hotel packages with activities or car rentals and hotel-only (not valid on Ski, Dive, Escorted/Independent tour packages, or activities-only.) Each application and web site must go through a rigorous application review process. Applications will be evaluated to determine affiliate partnerships that best fit with United Vacations' business model, marketing goals, and objectives. The acceptance or decline of any applicant is at United Vacations sole

discretion for any reason. This includes applications for sites that contain explicit content that could be classified as defamatory, sexually explicit, violent, or do not in our discretion maintain a reasonable standard of performance or quality. All applicants will be notified of their acceptance or rejection.

## **Privacy and Security**

Our Privacy Policy covers use of information collected on **vacations.united.com**. You agree that you have read our [Privacy Policy](#), and it is reasonable and acceptable to you. Your acceptance of these Terms is also your consent to the information practices in our [Privacy Policy](#).

**Search Engine Marketing Policy (SEM) Policy** - Affiliates engaging in Search Engine Marketing to include Search Engine Optimization (SEO) and /or pay per click advertising (PPC) to promote United Vacations are not authorized to utilize or bid on keywords incorporating the "United Vacations" trade name (A.K.A. branded terms) or any variation there-of.

Affiliates are not allowed to use any outside technology to access, crawl, acquire, copy, "deep-link," "inline-link," or "page-scrape." This includes the use of "robots," "spiders" or other automated devices, programs, algorithms, methodologies or monitor any portion of the United Vacations web site. Affiliates' site may not pull internet traffic away from **vacations.united.com**. Affiliates' domain names can not contain any variation of the words United Vacations at any time, nor can the site resemble **vacations.united.com**. Affiliates caught using outside technologies to compromise **vacations.united.com** infrastructure and resources will be terminated from the program.

## **Intellectual Property Rights**

All material contained on the **vacations.united.com** site, unless otherwise indicated, is protected by law including, but not limited to, copyright and trademark law, as well as other state, national, and international laws and regulations. User acknowledges that all right, title and interest in and to the United Vacations web site and any and all intellectual property rights associated therewith are exclusively owned by United Vacations or United Airlines. User will not contest the validity of any trademark or United Vacations exclusive ownership of it.

Any re-use on your web site(s) of copyrighted images, logos, and marketing text must include notices in the following form:

- For marketing text: Copyright © year (e.g., 2014) United Vacations. All Rights Reserved.

## **Changes**

Any cosmetic or functional part of **vacations.united.com** may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you.

**Promotion Codes** – Affiliates are only authorized to advertise promotion codes that are posted on the United Vacations web site or within the advertising interface. Publisher agrees to remove any promotion code from its website upon the request of United Vacations. Sales generated through unauthorized promotion codes are not commissionable. Affiliates must market the program using United Vacations not United Airlines. Use of United Airlines is strictly prohibited.

## **Keyword Bidding**

Branded terms which are off limits to Affiliates include, but are not limited to:

- United
- United Vacations
- United Vacation

- United Vacations Packages
- United Vacations Package
- United Vacations Deals
- www vacations united com
- www united com
- united vacations com

Affiliates are not authorized to use the URL of United Vacations or any variation thereof within their offline or online pay per click advertising. Affiliates cannot utilize or bid on terms, words or phrases that are similar to the United Vacations trade name. This includes possible misspellings, abbreviations, terms identical to restricted trade name but use the wrong case, and the merging of the restricted trade name with other terms, words or phrases. Affiliates are required to use, as negative keywords, United Vacations trademarked terms in all online paid advertising (PPC, CPC, etc.).

**Search Engine Links** - Affiliates utilizing search engine marketing and/or pay per click campaigns are not authorized to link directly to the United Vacations web site through search engines; this refers to PPC keyword or text ad destination URLs, as well as display urls. Links within search engines must direct visitors to the publisher's web site, without redirects, and not to United Vacations.

**Web Site Links** - This policy also covers the use of the "United Vacations" trade name links provided by United Vacations through Commission Junction. Approved Affiliates may use the links, ad banners, graphics, and logos provided via the Commission Junction interface. These creative materials provided by United Vacations through Commission Junction may only be used within approved Affiliate web sites, not within search engines or pay per click campaigns. Use of any other content (images, logos, text, or screenshots of vacations.united.com) from our web site (**vacations.united.com**) without prior written approval is strictly prohibited.

United Vacations makes available the HTML code which provides special tagged links to the **vacations.united.com** pages. These links include tracking codes which determine commission fees. As the Affiliate, you must ensure each of the links between your web site and **vacations.united.com** are tagged links. United Vacations will not be responsible for lost commissions due to non-tagged link usage. Toolbars, browser applications and/or extensions are not permitted unless approved in writing by the United Vacations Affiliate Team.

### **Recommended Keywords**

**DESTINATION EXAMPLES** (i.e. "Las Vegas Vacations", "Las Vegas Getaway", "Las Vegas Hotels", etc.):

- "Destination / Activity" Vacation(s)
- "Destination / Activity" Trip(s)
- "Destination / Activity" Travel
- "Destination / Activity" Getaway(s)
- "Destination / Activity" Resort(s)
- "Destination" Hotel(s)

**ACTIVITY EXAMPLES** (Can also substitute Vacation(s) with Trip(s), Travel, Getaway(s), etc.):

- Gaming Vacation(s)
- Spa Vacation(s)
- Family Vacation(s)
- Golf Vacation(s)
- Diving Vacation(s)
- Romantic Vacation(s)
- Ski Vacation(s)
- Specialty Vacation(s)
- Luxury Vacation(s)
- Shopping Vacation(s)
- Gaming Vacation(s)

### **Non-Compliant Affiliates**

United Vacations has the right to monitor your site at any time to ensure that the Website Terms of Use and the Affiliate Marketing Program Policies, Terms and Conditions are being followed. If an affiliate does not comply with any of the above terms and conditions the consequences are as follows: First Offense: Affiliate will receive notification from United Vacations and will be given one week to comply. Second Offense: Affiliate will be removed from the program. United Vacations reserves the right to terminate any Affiliate from this program for any reason. Should this agreement be terminated you must immediately remove all links to vacations.united.com from your web site.

### **Disclaimers**

User assumes the sole risk of making use of and/or relying on the information or services, made available by United Vacations. United Vacations makes no representations about the suitability, completeness, timeliness, reliability, or accuracy of the information or services described or provided by the United Vacations web site for any purpose. United Vacations does not warrant that the United Vacations web site will meet all of the User's requirements or that performance of the United Vacations web site will be uninterrupted or error-free including any errors or omissions in the results obtained through use of the United Vacations web site. All such information or services are provided "as is" without warranty of any kind, including all implied warranties and conditions or merchantability, fitness for a particular purpose, title, and non-infringement.

United Vacations may make modifications and/or changes to the United Vacations web site at any time, for any reason.

In no event shall United Vacations be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the United Vacations web site or with the delay or inability to use the United Vacations web site, or for any information or services offered or available (or not available) through the United Vacations web site, or otherwise arising out of the utilization of the United Vacations web site, whether based in contract, tort, strict liability, or otherwise, even if United Vacations has been advised of the possibility of damages.

In the event that the foregoing limitations are not enforceable, United Vacations liability incurred in connection with this agreement shall not exceed the amount of payments received by United Vacations from user.

### **Indemnification**

User shall defend, hold harmless and indemnify United Vacations for any damages awarded pursuant to any third party claim brought against United Vacations and its affiliates and all of their

directors, officers, employees, secondees, legal representatives, contractors, and agents (collectively Indemnified Parties), which would constitute a breach of any warranty, representation or covenant made by User under this Agreement; provided that the Indemnified Parties notifies User in writing of any such claim and tenders the control of the defense and settlement of any such claim to User at User's expense and with User's choice of counsel. The Indemnified Parties shall cooperate with User, at User's expense, in defending or settling such claim. User will not enter into any settlement or compromise of any such claim without the Indemnified Parties' prior consent, which shall not be unreasonably withheld.

### **Governing Law**

This Agreement has been made in and will be construed and enforced in accordance with Wisconsin law. Any action will be brought in the courts of Milwaukee, Wisconsin, and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts.

### **Waiver**

Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by United Vacations of any right under these terms and conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

### **Severability**

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these terms and conditions shall continue in effect.

### **Relationship Between the Parties**

No joint venture, partnership, employment, franchise, or agency relationship exists between User and United Vacations as a result of this Agreement or User's utilization of the United Vacations web site.

### **Entire Agreement**

This agreement represents the entire agreement between User and United Vacations with respect to the use of the United Vacations web site. Any rights not expressly granted herein are reserved.

### **Assignment**

User may not assign its rights or delegate its obligations under this Agreement without United Vacations prior written consent.

### **Notices**

Any notice or other communication hereunder shall be in writing and shall be deemed given and effective (i) when delivered personally, or by overnight express, or (ii) five (5) business days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to a party as follows, or to such other address as such party may designate by written notice to the other party in accordance with the provisions of this section.

If to Company, the notice shall be addressed to:

### **United Vacations**

8907 North Port Washington Road  
Milwaukee, Wisconsin 53217  
Attention: General Counsel