

SquadTrip Affiliate Program

Terms & Conditions

Updated on: September 07, 2023

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SQUADTRIP CORP (DBA SQUADTRIP.COM)

BY ACCEPTING THESE TERMS AND CONDITIONS IN YOUR AFFILIATE PORTAL, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

The purpose of this Agreement is to allow the Affiliate to refer prospective clients to SquadTrip, and this Agreement will govern the terms and conditions of this SquadTrip Affiliate Program. Please note that throughout this Agreement, "we," "us," and "our" refer to SquadTrip.com, and "you," "your," and "yours" refer to the Affiliate.

2. Affiliate Obligations

2.1. Affiliates will be required to complete an application, upon completing this application, SquadTrip will make reasonable efforts to review the application within one (1) business day and will notify the applicant of acceptance or rejection to the Program via email, subject to the acceptance of the present Terms & Conditions. SquadTrip reserves the right to reject any application in its sole discretion, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights or to violate the law

2.1.6. Includes "SquadTrip" or variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. You may not create or design your website or any other website that you operate or social media accounts, explicitly or implied, in a manner that resembles our website nor design your website in a manner that leads customers to believe you are SquadTrip.com or any other affiliated business.

2.2. As a member of SquadTrip.com's Affiliate Program, you will have access to Partner Dashboard. Here, you will be able to review our Program's details, get your affiliate link, and download creative materials. In order for us to accurately keep track of all user registrations referred by you, you must use the affiliate link that will be provided to you by email. The link can also be found in the Partner Dashboard in the Summary section of your profile. As soon as we accept your application, you will create an account profile with the use of your unique username and password. You have the obligation to keep your password safe and secret at all times and to inform us immediately in case of loss, disclosure, or unauthorized use of your password and/or your account profile. Any act or omission in the Partner Dashboard with the use of your unique username and your secret password will be interpreted as your action or omission.

2.3. SquadTrip.com reserves the right, at any time, to review your placement and approve the use of your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4. The maintenance and updates of your site, social media accounts, and any other promotional channels will be your responsibility. We may monitor your online channels as we feel necessary to make sure that it is up-to-date regarding any SquadTrip promotions and to notify you of any changes that we feel should enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your online channels. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

3. SquadTrip.com Rights and Obligations

3.1. We have the right to monitor your online channels at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your online channels regarding SquadTrip promotions that we feel should be made, or to make sure that your links to our website are appropriate and to notify you further of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the SquadTrip.com Affiliate Program.

3.2. SquadTrip.com reserves the right to terminate this Agreement and your participation in the SquadTrip.com Affiliate Program immediately and without notice to you should you commit fraud in your use of the SquadTrip.com Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, SquadTrip.com shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

4. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice via email. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you. We will contact you at the email address you have provided in our application form (or any other alteration you have submitted thereof).

Termination is immediate upon receipt of the termination email (proof of delivery to the inbox of the recipient suffices). We reserve the right to set a termination deadline in our termination email at our sole discretion; otherwise, termination is immediate.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include but are not limited to changes in the payment procedures and SquadTrip.com's Affiliate Program rules. Your continued participation in SquadTrip.com's Affiliate Program following the posting of the change notice or new Agreement on our Partner Dashboard will indicate your agreement to the changes.

6. Commissions and Payment

6.1 Commissions. Partner shall be eligible for Commission payments as set forth in Schedule "A" below; so long as:

- (a) the Affiliate Lead has created a trip on the SquadTrip platform and made at least one sale or (not mutually exclusive)
- (b) SquadTrip has received the subscription payment from the Affiliate Lead, from here on out referred to as the Client.

Commissions to you will be paid on a pro-rata basis based on the frequency of the Client's payments to SquadTrip for the subscription or based on the frequency of their trip sales via the payment processors available in the Partner Dashboard (PayPal or Stripe).

6.2 Commission Calculations; Payments. Commissions are payable only on subscription fees for the SquadTrip service or on transaction fees collected from the Client's trip sales. All Commissions will be made available to the Affiliate via the Partner Dashboard 30 days after the

Client payment occurs. All calculations by SquadTrip shall be considered final, absent manifest error.

6.3 Entitlement to Commission. Affiliate's entitlement to Commissions, if any, shall be solely determined by SquadTrip, acting reasonably and in good faith. To be eligible to receive commissions under this Agreement, Affiliate must have:

- (i) agreed to the terms of this Agreement,
- (ii) completed all steps necessary to create an Affiliate account in the Partner Dashboard,
- (iii) a valid and up-to-date payment method in the Partner Dashboard.

6.4 Refunds. If an Affiliate Lead makes a trip sale that gets refunded during the 30 days post-sale, no commission will be earned by the Affiliate for this sale.

6.5 Taxes. You are responsible for calculating and paying any and all taxes related to the Commissions paid by SquadTrip to you pursuant to this Agreement, including, without limitation, all federal, provincial, state, local, or other governmental taxes, income, and withholding taxes.

7. Promotion Restrictions

7.1. You are free to promote your own websites, but any promotion that mentions SquadTrip could be perceived by the public or the press as a joint effort. For that reason, you should make all reasonable efforts to make sure that our companies always remain distinct, and you are not allowed to make any representation or undertake any other legal commitment on the name or on behalf of SquadTrip.

7.2 You should know that certain forms of advertising are always prohibited by SquadTrip.com. For example, advertising, commonly referred to as "spamming," is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups, and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote SquadTrip.com so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote SquadTrip.com so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites/other channels as independent from SquadTrip.com. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the SquadTrip.com Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

7.3. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as squadtrip.com, squadtrip, www.squadtrip, www.squadtrip.com, and/or any misspellings or similar alterations of these – be it separately or in combination with other

keywords – will be considered trademark violators, and will be banned from SquadTrip's Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice and on the first occurrence of such PPC bidding behavior.

7.4. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited SquadTrip's site (i.e., no page from our site or any SquadTrip.com's content or branding is visible on the end-user's screen). As used herein, "Parasiteware™" and "Parasitic Marketing" shall mean an application that:

- (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer-initiated click on a qualifying link on a web page or email;
- (b) intercepts searches to redirect traffic through an installed software, thereby causing pop-ups, commission tracking cookies to be put in place, or other commission tracking cookies to be overwritten where a user would, under normal circumstances, have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, Bing, and similar search or directory engines);
- (c) set commission tracking cookies through loading of SquadTrip's site in IFrames, hidden links, and automatic pop-ups that open SquadTrip.com's site;
- (d) targets text on websites other than those websites 100% owned by the application owner for the purpose of contextual marketing;
- (e) removes, replaces, or blocks the visibility of Affiliate banners with any other banners other than those that are on websites 100% owned by the owner of the application.

8. Grant of Licenses

8.1. We grant to you a non-exclusive, non-transferable, revocable right to

- (i) access our site through the referral links solely in accordance with the terms of this Agreement and
- (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of SquadTrip.com's Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of SquadTrip.com, and the goodwill associated therewith will inure to the sole benefit of SquadTrip.com.

8.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene, or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all rights, titles, and interests to its respective rights, and no right, title, or interest is transferred to the other.

9. Disclaimer

NO WARRANTIES. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT TO THE CONTRARY, SQUADTRIP.COM PROVIDES NO WARRANTY OR INDEMNITY REGARDING THE SERVICE OR ITS PERFORMANCE. SQUADTRIP.COM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INDEMNITIES, COVENANTS, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CUSTOM, COMMON LAW, OR STATUTE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SQUADTRIP.COM GIVES NO WARRANTY THAT THIS ARRANGEMENT WILL RESULT IN A CERTAIN LEVEL OF SALES, COMMISSIONS OR FINANCIAL BENEFIT TO THE PARTNER.

10. Representations and Warranties

You represent and warrant that:

10.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

10.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement without the approval or consent of any other party;

10.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

11. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL SQUADTRIP.COM'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

12. Indemnification

You hereby agree to indemnify and hold harmless SquadTrip.com, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on

- (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party,
- (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or
- (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

13. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

14. Miscellaneous

14.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Squadtrip.com. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of your channels or otherwise, that reasonably would contradict anything in this Section.

14.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and the laws of the United States of America applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the State of Oklahoma for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

14.3. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

14.4. This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

14.5. The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14.6. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

Schedule A

Commission Structure

Tier	Transaction fee revenue share	Paid subscription revenue share
Silver Partner Tier	50% of transaction fee revenue for 1 year	20% of subscription revenue for 1 year
Gold Partner Tier (after 50 customers)	50% of transaction fee revenue for 2 years	35% of subscription revenue for 2 years
Platinum Partner Tier (after 100 customers)	50% of transaction fee revenue for 5 years	50% of subscription revenue for 5 years