



Atlanta • Boston • Chicago • Hollywood • Houston • New York • Philadelphia • San Francisco • Seattle
Southern California • Toronto

CITYPASS.COM AFFILIATE AGREEMENT

This is a legal agreement between you and CityPASS. By signing this agreement, _____ hereinafter referred to as "Affiliate" is indicating that you have read and understand the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.

This Affiliate Agreement contains the complete terms and conditions that apply to an individual or entity's participation in the citypass.com Affiliate Program. The purpose of this Agreement is to allow HTML linking between your website and the citypass.com site, subject to the terms and conditions of the Agreement.

LINKING

CityPASS will assign Affiliate a specific HTML code that provides a unique link to the citypass.com site (Tagged Links). Affiliate must ensure that each of the links between Affiliate site and the CityPASS site are Tagged Links, otherwise commission fees that might have otherwise been earned by Affiliate will not be tracked and recorded. CityPASS will not be liable for any lost commissions resulting from failure to use the correct Tagged Link.

MAINTAIN CITYPASS CONTENT ON YOUR SITE

The CityPASS program and prices will change annually (for all cities except Southern California, change will occur on March 1 annually; for Southern California, change will occur annually between Jan 3-6). New cities may also be added throughout the year. It will be necessary for Affiliate to update the content of Affiliate site to maintain consistency and accuracy between the CityPASS site and Affiliate site. CityPASS will email program and price changes to be updated on Affiliate site where applicable. If such changes are not made, then CityPASS may terminate the Agreement upon notice to Affiliate. Affiliate agrees that upon termination of this Agreement all links to citypass.com will immediately be removed from Affiliate website.

DO NOT COPY THE LOOK OF OUR SITE

Affiliate will not copy or resemble the look and feel of citypass.com website. Affiliate will not create the impression from the appearance of affiliate site, or from any content in affiliate site, that affiliate site is a part of citypass.com website.

DO NOT USE OUR DOMAIN NAME

Affiliate agrees that your domain name does not and will not at any time contain the words "CityPASS", and that affiliate will not purchase any domain name or other right or otherwise contract with a third party to exploit those names, for the purpose of causing affiliate site to appear as a search result or for any other reason.

SEARCH MARKETING REGULATIONS

Affiliate agrees not bid on keywords that contain any form of the CityPASS brand, including all words and word phrases that include "CityPASS". Prohibited terms include but are not limited to: CityPass.com, CityPass, City Pass, CityPass destinations, New York CityPass, Chicago CityPass, San Francisco CityPass, Atlanta CityPass, Seattle CityPass, Houston CityPass, Toronto CityPass, Hollywood CityPass, Boston CityPass, Philadelphia CityPass, Southern California CityPass. Usage of the term "official" in any combination of terms (CityPass, et al.) is off limits including any variations and misspellings thereof.

TRACKING AND REPORTING

Affiliate members will be provided with a username and password to access program statistics at any time. The report will show click-thrus from Affiliate site to citypass.com as well as sales and commissions generated.

COMMISSIONS

Affiliate will earn a 10% commission on all CityPASS sales originating from affiliate link for all cities excluding Southern California and 5% commission on Southern California CityPASS sales. Commission is based off of retail price in all cities but Atlanta, in which commission is based off of the pre-tax product price. Payment may occur up to 60 days after transaction. CityPASS will send commission payments via check, direct deposit or wire transfer on a monthly or annual basis. Please specify payment type and frequency below.

A tracking cookie will be applied to initial Tagged Link to enable CityPASS to allocate sale to affiliate over a 90-day period. For customers who enter our site by any means other than a Tagged Link after the 90-day period, affiliate will not earn commissions for those purchases.

TERMS AND CONDITIONS

The start of this Agreement will begin upon receipt of this signed agreement by CityPASS. Either Affiliate or CityPASS may terminate the Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax.

CITYPASS.COM

Name: Karen Jacob By: _____

Title: Director of Online Partnerships

Company Name: _____

By (signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Website address: _____

PAYMENT INFORMATION

Payment/Check recipient name (company name or contact name): _____

PAYMENT TYPE: Indicate number from the list below: _____

- 1. Monthly Check in USD
- 2. Annual Check in USD (once a year on Feb 14th)
- 3. Monthly ACH Direct Deposit to a US or Canadian bank account*
- 4. Annual ACH Direct Deposit to a US or Canadian bank account (once a year on Feb 14th)*
- 5. Monthly Wire Transfer to an International bank account in your own currency**
- 6. Annual Wire Transfer to an International bank account in your own currency**

* If you choose ACH Direct Deposit, we will email you a sign-up form in which you'll provide your bank routing information.

**We will provide an emailed wire confirmation showing USD payment amount, the conversion rate, and amount paid in your currency. If wire and/or conversion bank fees apply they will be deducted from your payment amount automatically during the transaction.