



Atlanta ● Boston ● Chicago ● Houston ● New York ● Philadelphia ● San Francisco ● Tampa Bay  
Seattle ● Southern California ● Toronto

## **CITYPASS.COM WEB AFFILIATE AGREEMENT**

This is a legal agreement between you and City Pass, Inc. 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**

City Pass, Inc. 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 citypass.com are Tagged Links, otherwise commission fees that might have otherwise been earned by Affiliate will not be tracked and recorded. City Pass, Inc. will not be liable for any lost commissions resulting from failure to use the correct Tagged Link.

### **IN MARKET PROMOTION**

Affiliate may sell CityPASS from pre-approved in-market locations. Affiliate must submit location address(es) for pre-approval by City Pass, Inc. prior to selling, including any new locations to be added later. City Pass, Inc. retains the right to request sales cease at any previously approved location at any time. If CityPASS is found to be available for sale at any non-approved locations, City Pass, Inc. may terminate this agreement.

### **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 1-6). 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. City Pass, Inc. will email program and price changes to be updated on Affiliate site where applicable. If such changes are not made, then City Pass, Inc. 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, Boston CityPass, Philadelphia CityPass, Tampa Bay 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.

### **FTC ENDORSEMENT GUIDELINES**

Affiliate agrees to accompany all affiliate links within content, reviews, social media posts and banners with a clear statement that they are receiving monetary compensation. Noncompliance with FTC regulations will risk removal from the program and commissions could be subject to reversal.

**TRACKING AND REPORTING**

Affiliate members will be provided with a username and password to access program statistics at any time. The report will show clicks 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 0% 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. City Pass, Inc. 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 City Pass, Inc. 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 City Pass, Inc. Either Affiliate or City Pass, Inc. may terminate the Agreement at any time, with or without cause, by giving the other party written notice in the form of mail, email or fax.

**CITYPASS.COM**

Name: Karen Jacob By: \_\_\_\_\_

Title: Director of Online Partnerships

**AFFILIATE PARTNER INFORMATION**

Company Name: \_\_\_\_\_

By (*signature*): \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

*(continue for payment information)*

**PAYMENT INFORMATION**

**PAYMENT TYPE:** Indicate number from the list & then fill out the required info below: \_\_\_\_\_

**Electronic options (#1, #2, #3) are preferred by City Pass!**

1. Monthly ACH Direct Deposit to a US or Canadian bank account \*\*
2. Annual ACH Direct Deposit to a US or Canadian bank account (once a year on Feb 14th) \*\*
3. Annual Wire Transfer (or when sales exceed \$100) to an International bank account in your own currency\*\*\*  
*Wire Note: We will provide an emailed wire confirmation showing USD payment amount, 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.*
4. Monthly Check in USD (available to US partners only)\*
5. Annual Check in USD (once a year on Feb 14th) (available to US partners only)\*

**\*\*ACH DIRECT DEPOSIT PAYMENT REQUIRED INFO**

Bank Name: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Number / BNF: \_\_\_\_\_

Routing Number RTA/ABA (ACH): \_\_\_\_\_

Account type: (  the correct answer)    CHECKING            or    SAVINGS

(  the correct answer)    PERSONAL            or    BUSINESS

Country: \_\_\_\_\_

*If Canada:*

5-digit Branch Transit Number: \_\_\_\_\_

4-digit Institution Number: \_\_\_\_\_

**\*\*\*INTERNATIONAL WIRE PAYMENT REQUIRED INFO**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Swift Code: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Account Number / IBAN: \_\_\_\_\_

Country & Currency: \_\_\_\_\_

Routing or Sort Code: \_\_\_\_\_

**\*CHECK IN THE MAIL (please choose payment by paper check ONLY if electronic options can't work for your company. Check payment is only an option for US delivery.)**

Payment/Check recipient name (company name or contact name): \_\_\_\_\_