

Rezgo Affiliate Program Terms of Service

This Rezgo Affiliate Program Terms of Service is an agreement between the referring “Affiliate” agreeing to these terms and Rezgo (A Division of Sentias Software Corp.), a British Columbia Corporation with its principal place of business in North Vancouver, British Columbia. Hereinafter the “Affiliate” agrees to the following Terms of Service.

Sentias Software Corp. is the licensed provider of Rezgo, a web-based reservation and booking software that promotes effective, interactive transactions among Tour operators or Tour/Activity resellers and their customers. Affiliates are those who wish to promote, market, and advertise the Rezgo software to potential Rezgo customers (“Members”) through its website(s) and other marketing channels, in accordance with Rezgo’s Affiliate program described in this Agreement (the “Program”).

The Parties agree as follows:

BY PARTICIPATING IN THIS PROGRAM, THE AFFILIATE ACKNOWLEDGES THAT THEY HAVE READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ANY AMENDMENTS MUTUALLY AGREED UPON AT A LATER DATE. AFFILIATE REPRESENTS AND WARRANTS TO REZGO THAT THE AFFILIATE HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF AFFILIATE IS COMPLETING THE APPLICATION FORM ON BEHALF OF ANOTHER PERSON OR ENTITY, AFFILIATE HEREBY REPRESENTS AND WARRANTS TO REZGO THAT AFFILIATE HAS THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THIS AGREEMENT.

1. LICENSE

Subject to this Agreement and its terms, Rezgo hereby grants to Affiliate a free, non-exclusive, non-transferable, and revocable license (“License”):

- a. to market and promote the Rezgo’s Service to Referrals;
- b. to use the Rezgo trademarks, logos and URLs provided by Rezgo; and
- c. to use the materials, language, and code (collectively, “Marketing Materials”) provided by Rezgo; for the sole purpose of promoting the Rezgo Product and Service.

The license to use Trademarks granted herein is subject to the Guidelines, which are incorporated here by reference. Rezgo may revoke the License at any time by giving Affiliate a written notice (including email).

2. PROGRAM COMMITMENTS

- I. To participate in the Program, the Affiliate must complete the online application found on Rezgo’s website. Rezgo may accept or reject any Application at its sole discretion.
- II. The terms and conditions included or otherwise referenced in the Contract are incorporated into this Agreement by reference. As part of its participation in the Program and in acting as Rezgo’s Affiliate partner, Affiliate hereby agrees and consents to any other requests and rules set by Rezgo from time to time, in its reasonable discretion, in connection with Affiliate’s ongoing participation in the Program and promotion of the Rezgo Service to Members. In all its activities under this Agreement, and specifically, such activities relating to the promotion of the Rezgo Service, Affiliates shall cooperate with Rezgo and act in good faith. Affiliate acknowledges and recognizes the terms and conditions in Rezgo’s Terms of Service (www.rezgo.com/rezgo-terms-of-service/) and Rezgo’s Privacy Policy (www.rezgo.com/privacy-policy/) apply to Rezgo’s provision of the Rezgo Service to Affiliates. Affiliate represents and warrants that Affiliate has obtained all consents required to provide information about Members to Rezgo pursuant to the Program.

- III. Affiliate agrees to engage in continued, active promotion of the Rezgo Product in various marketing channels using Marketing Materials - to do so in compliance with the terms of this Agreement.
- IV. Affiliate agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Rezgo's sole discretion. Affiliate agrees not to send unsolicited electronic messages to multiple unrelated recipients in promoting the Rezgo Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
- V. Affiliate shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of Affiliate's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Trademark violates a third party's trademark rights, Rezgo is not responsible for the development, operation or content of Affiliate Materials and Affiliate agrees to defend, indemnify and hold Rezgo harmless against any and all claims, losses actions, causes of action, damages, or expenses (including attorney fees) relating to Affiliate's performance under this Agreement and the development, operation, content and maintenance of Affiliate Materials.
- VI. During and after the Term, which will be agreed upon and defined in your agreement/contract, Rezgo shall be the exclusive owner of all relations created via Affiliate among Rezgo and Members with respect to the Rezgo Service, including any and all information identifying Members who contract with Rezgo for the use of the Rezgo Service. The Terms of Service, Privacy Policy, and Rezgo's rules and procedures for the Rezgo Service will apply to these Referrals and may be changed by Rezgo without prior notice to Affiliates. Affiliate agrees to convey to Members the nature of their relations with Rezgo under the Terms of Service.
- VII. Affiliates will not: (a) make any representations, warranties or guarantees, whether publicly or to anyone, with respect to the specifications, features or capabilities of any Rezgo Services that are deceptive, misleading or otherwise inconsistent with the Marketing Materials or any other materials that are made publicly available by Rezgo; or (b) do anything that suggests Rezgo Services belong to Affiliates or anyone other than Rezgo.

3. QUALIFIED REFERRALS, COMMISSIONS

- I. "Qualified Referrals" mean Registered Members (as defined in Section 3(II) below): (a) referred by Affiliate to Rezgo and who complete the sign-up procedure in accordance with the procedure described in Section 3(II) below; (b) of whom Rezgo has no record in connection with the Rezgo Service, or who are not, at the time introduced to Rezgo by the Affiliate, in any contractual relations or ongoing negotiations with Rezgo in connection with the Rezgo Service; and (c) who accept the Terms of Service within ninety (90) days of being introduced to Rezgo by Affiliate, at a Members own discretion and without receiving any monetary or other incentives from Affiliate, who are not rejected by Rezgo, and make at least one payment to receive the Rezgo Service. All Referrals will be deemed rejected by Rezgo if they do not become a Qualified Referral within ninety (90) days of first being signed up to Rezgo by Affiliate. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the ninety (90) day time limit for a particular Member.
- II. Member Procedure. Each new potential member shall be introduced to Rezgo by Affiliate through one of the two following options: a trial signup via link provided by Rezgo to Affiliate, or a direct handoff via form or email which Affiliate shall fully complete and submit to Rezgo. Rezgo will review the Member's signup to identify whether it has any pre-existing relationships and if any such pre-existing relationships exist, the Member will not be accepted as a qualified referral. Upon receiving each Member signup, to the extent Rezgo does not have a pre-existing relationship with such Member, Rezgo shall send an email to the Member's email address

provided by Affiliate, detailing the steps to be taken towards registration to receive the Rezgo Service and become a “Registered” Member. Rezgo shall be responsible for the sales process to all Registered Members, subject to the Parties’ continued good-faith cooperation in promoting the sales process to Members.

III. Commissions

- a. Rezgo shall collect all transaction fees from individual member account for the Rezgo Service directly from Affiliates.
 - b. Upon a Member becoming a Qualified Referral, Rezgo shall pay Affiliates the agreed contract percentage of the net Rezgo transaction fee paid by Rezgo members for Rezgo Services on a monthly basis that is and attributable to all Qualified Referrals pursuant to the Terms for such, net of taxes, refunds or credits (such revenue, the “Referral Fees”) paid by the Qualified Referral under the Terms (“Referral Fees”).
 - c. Rezgo will pay the Referral Fees (‘commissions’) within 60 days following each month after if the Transaction Fees are paid by the Member. Notwithstanding anything to the contrary in this Agreement, commissions only become payable and will be paid to the Affiliate when a threshold of \$100 or greater in commission is owing. If a Member terminates their subscription to the Rezgo Service within ninety (90) days after becoming a Qualified Referral, Affiliate will receive no commissions for such Qualified Referral. Commissions will only be paid through PayPal, to the PayPal email contact provided.
- IV. Affiliates shall be responsible for any refunds, chargebacks, canceled bookings, and any applicable provincial/federal taxes (for Canadian Affiliates only). Affiliate shall indemnify, defend, and hold Rezgo harmless from and against any claims, losses, liabilities, damages, and costs arising out of or relating to all charges emanating from Rezgo’s payment of Commissions.

4. TERM AND TERMINATION

- I. Initial Term. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter (“Initial Term”) unless Rezgo rejects Affiliate’s Application to participate in the Program.
- II. Renewal Term. Following expiration of the Initial Term, this Agreement may be renewed for additional consecutive terms of twelve (12) months, unless a Party gives written notice of termination to the other Party at least thirty (30) days written notice (including e-mail).
- III. Early Termination
 - a. Without Cause. Rezgo shall have the right to terminate this Agreement at any time for any or no reason effective immediately upon written notice to Affiliate.
 - b. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days’ opportunity for the breaching Party to cure such breach.
- IV. Effect of Termination. From and following the date of termination of this Agreement, Affiliate’s rights under this Agreement shall terminate, and Affiliate shall not be entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES; DISCLAIMER; LIMITATIONS OF LIABILITIES; INDEMNITIES

- I. Limited Warranty. Both Parties warrant that, at all times, during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Privacy Policy and Guidelines. During the Term and after termination of this Agreement for any reason whatsoever, Affiliate expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of Rezgo and will not make, publish or allow to be made or published any disparaging remarks concerning Rezgo, its representatives, or the Rezgo Service.
- II. DISCLAIMER. REZGO'S SERVICES AND MARKETING MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND. REZGO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND REZGO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE, AND/OR NON-INFRINGEMENT OF THE SUBJECT MATTER OF THIS AGREEMENT. REZGO'S TOTAL AGGREGATE LIABILITY TO PARTNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING FOR ANY CLAIMS ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, WILL BE LIMITED TO \$100. NOTWITHSTANDING THE FOREGOING, REZGO WILL NOT BE LIABLE FOR ANY CLAIMS FOR: (A) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS; OR (C) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.
- III. Indemnification. Affiliate will indemnify, defend and hold Rezgo and its subsidiaries, shareholders, directors, officers and employees (the "Rezgo Indemnified Parties") harmless from and against any and all costs, liabilities, damages losses and expenses (including but not limited to reasonable attorneys' fees) which may arise as a result of or in relation to (a) a breach of the Agreement by Affiliate; (b) the negligence, gross negligence or willful misconduct of Affiliate or its employees, agents or contractors; (c) a failure by Affiliate or its employees, agents, contractors or invitees to comply with the applicable laws; and (d) any misrepresentation made by Affiliate regarding Rezgo Services.

6. GENERAL

- I. Modification of Agreement. Rezgo may modify this Agreement from time to time at its reasonable discretion by posting a change on the Site or notifying Affiliates via email. If Affiliate objects to any such change, Affiliate may terminate this Agreement without cause by providing written notice to Rezgo. Affiliate's continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.
- II. Assignment. Rezgo may assign this Agreement at any time. Affiliate may not assign or transfer this Agreement without Rezgo's prior written consent, such consent not to be unreasonably withheld.
- III. Intellectual Property Rights. All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in Licensed Marks, the Rezgo Service and related content and technology around the world ("Rezgo IP Rights") are and will remain the exclusive property of Rezgo and its licensors. The License granted by Rezgo to Affiliate is granted solely under the terms of this Agreement and in furtherance of its objectives. Affiliate's right to use the Licensed Marks is at the discretion of Rezgo and is subject to Affiliate's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Affiliate agrees to (a) not use any Rezgo IP Rights in any manner

reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Rezgo IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any Rezgo IP Rights; (d) promptly notify Rezgo of any unauthorized use of any Rezgo IP Rights of which Affiliate has actual knowledge; and (e) always use the Licensed Marks and any other Licensed Marks in compliance with the Guidelines. Rezgo may perform periodic reviews of any Affiliate Materials and shall have the exclusive authority and discretion to order the removal and/or amendment of any Affiliate Materials.

- IV. No Waiver. Rezgo's failure to enforce Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of Rezgo's right to subsequently enforce such provision or any other provision of this Agreement.
- V. Independent Contractors. The Affiliates herein act on their own behalf as independent contractors. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment, or any other relationship between the Affiliates beyond the relations set out in this Agreement, and Affiliate is expressly precluded from acting on Rezgo's behalf. Affiliate's display of Licensed Marks under this Agreement, other content presented by Affiliate, or contact among Affiliate and third parties shall not misrepresent the relations described herein.

7. CONFIDENTIALITY OBLIGATIONS

- I. For the purposes of this Agreement, an Affiliate receiving Confidential Information will be the "Recipient" and Rezgo who is disclosing such information will be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient or otherwise coming into the possession of Recipient during the Term that is marked as "confidential" or "proprietary" or that a reasonable person would understand to be confidential or proprietary; provided, however, that Discloser's Confidential Information does not include: (a) information already known or independently developed by Recipient outside the scope of this relationship without the benefit of any Confidential Information of Discloser; (b) information that is publicly available through no wrongful act of Recipient; or (c) information received by Recipient from a third party who was free to disclose it without confidentiality obligations. Notwithstanding the foregoing, all parts of Rezgo Offerings, whether marked as "confidential" or "proprietary" or not, will be considered Rezgo's Confidential Information.
- II. During the Term and at all times thereafter, Recipient will not: (a) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel, affiliates or contractors having a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing; (b) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (c) alter or remove from any Confidential Information of the Discloser, any proprietary legend. Recipient will use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential and proprietary information of a similar nature, but in no event will less than due diligence and reasonable care be exercised. The recipient will be deemed to have fulfilled its confidentiality obligations if it affords the Discloser's Confidential Information at least the same degree of care it takes in protecting its own confidential and proprietary information from unauthorized disclosure (but in no event using less than a reasonable degree of care).
- III. Affiliate will promptly notify the Discloser if it becomes aware that it has breached its obligations under this Section and take reasonable steps to remedy or mitigate (if remediation is not possible) such breach. Upon the

earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Affiliate will return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief will be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

- IV. Force Majeure. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, as well as improper performance by Rezgo's suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.
- V. Entire Agreement; Severability. This Agreement and the terms incorporated herein by reference represent the entire agreement among the Parties regarding the subject matter thereof and the Parties' respective obligations and commitments herein. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- VI. Non-Disparagement. During the Term and for five (5) years thereafter, Affiliate agrees that it will not disparage Rezgo or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect Rezgo's reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about Rezgo or any of its officers, directors, or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in Rezgo refusing to enter into this Agreement.
- VII. Parties' Expenses. The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed upon by the Parties in writing in advance.
- VIII. Notices. All notices relating to this Agreement shall be delivered via email to the addresses detailed in the Application.
- IX. Choice of Law; This Agreement and any action related thereto will be governed by and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with this Agreement in North Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent Rezgo from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.