

Terms & Conditions

Advertisement Services Agreement with Go2VacationRentals.

(as Provided on Go2Vacationrentals.com)

RECITALS

A. The Company owns and operates an Advertisement Service (as defined below) for property owners and managers of vacation rental propert(ies) ("Vacation Rentals") that enables renters of vacation properties and other targeted customers, such as travel agents, tour operators and corporate travel planners, to query the Company Web Site and Company Distribution Channels (as defined below) for vacation properties that meet their criteria and make requests for reservations by phone or email directly with Property Owner. The Company utilizes appropriate software systems ("Software") in providing the Advertisement Services.

B. Property Owner wishes to utilize the Advertisement Services and advertise its Vacation Rental(s) on the Company Web Site and Company Distribution Channels and certain third party web sites.

C. Subject to the terms and conditions of this Agreement, Property Owner desires to engage Company to perform the Advertisement Services and to grant a limited license to use Property Owners marks and content, as specified herein, and to transfer, convey and assign to Company any and all right, title and interest Property Owner has in the derivative works that Company creates from such content.

D. Subject to the terms and conditions of this Agreement, the Company desires to grant, and Property Owner wishes to receive, a service license to use the Advertisement Service and Software..

AGREEMENT

1. Company Advertisement Service. The “Advertisement Services” provides Property Owner with the ability to advertise on the Company Web Site and the Company Distribution Channels the availability of its Vacation Rentals (“Property Advertisements”). The Advertisement Services stores information about Vacation Rentals, such as text descriptions, photos, amenities and rates. For purposes of this Agreement, “Company Distribution Channels” means such Web Sites in addition to the Company Web Site as the Company may establish or third party Web Sites in which the Company has or may have contractual rights (including all distribution channels and platforms for such Web Sites and the Company Web Site, which may include, without limitation, both narrowband and broadband channels, wireless devices, handheld devices, televisions, household appliances and such other Internet access devices and systems as be become available in the future).

2. Display of Property Advertisements. The placement of Property Advertisements in the search results pages of the Company Web Site is determined by the advertising tier packages maintained by the Company (the “Tier Package”) and previously selected and purchased by Property Owner as part of the subscription for the Advertisement Services hereunder. Property Advertisements shall be displayed in a sort order where the top listings are the “Platinum Tier”, followed by the “Gold Tier”, followed by the “Silver Tier,” followed by the “Bronze Tier,” Property Advertisements within any Tier Package shall be displayed in sort order with the top listings where the top listings are in accordance with the Company’s premium placement program, if any, and thereafter at Company’s sole discretion. The order may change at any time based on the total Property Advertisements subscriptions from all subscribers at any given time. Property Owner acknowledges and agrees that the Company may place advertisements for Property Advertisements that are competitive with Property Owner’s Property Advertisement. The placement and terms of the Property Advertisements in the Company Distribution Channels will be in accordance with the terms for the Tier Packages as established the Company in its sole discretion.

3. Advertisement Fee. The Advertisement Fee shall be as reflected on the Company’s current advertisement tier price list associated with the Tier Packages and shall be equal to the advertisement tier(s) for the Tier Package(s) previously selected and purchased by Property Owner. Property Owner is fully responsible for paying Company the Advertisement Fee. If the selected payment method is via credit card, Property Owner agrees that upon accepting this Agreement, the credit card related to the credit card information submitted by Property Owner for payment will be charged for the full cost of the Advertisement Fee. All fees and subscriptions payable under this Agreement, regardless of the medium of payment, will be fully earned by VRS upon payment and will not be refundable unless expressly provided for in Section 5.

4. Term: The term of this agreement shall begin on the “Start Date” of the subscription for the Tier Package previously selected and purchase by Property Owner and, unless renewed by Property

Owner, shall terminate at the end of the length of the purchased subscription for such Tier Package, unless earlier terminated in accordance herewith (the "Term").

5. Termination and Limited Refunds. The Company reserves the right to terminate this Agreement or any Property Advertisement at anytime for any reason, refunding a prorated amount of subscription back to the Property Owner. The proration will be based on the portion of the twelve month subscription (beginning on the Start Date) that remains unexpired as of the date of termination specified by the Company. Property Owner may terminate this Agreement at any time, but will only receive a refund if Property Owner terminates within seven calendar days of its Start Date. Property Owner shall not receive any refund if Property Owner terminates this Agreement more than seven calendar days after the Start Date.

6. Automatic Renewal. The Automatic Renewal of the subscription for the Property Advertisement Tier Package previously selected and purchased by the Property Owner shall automatically renew if the Property Owner selected automatic renewal either at the time of or subsequent to the original purchase of the Property Advertisement. The Automatic Renewal of a Property Advertisement can be cancelled at any time by the Property Owner without affecting the current subscription term. To request the cancellation of the Automatic Renewal, the Property Owner is to either a) login to their Go2vacationrentals.com profile and set the Automatic Renewal Feature to off or b) send an email with the Property Owner's full name, registered email address, and property ID to hello@go2vacationrentals.com. The Property Owner is to complete an email request for cancellation of the Automatic Renewal at least three (3) business days prior to the subscription renewal date to avoid the Automatic Renewal. For the Property Owner's convenience and to ensure that the Property Advertisement service remains uninterrupted, and unless the Property Owner contacts the Company, the Company will automatically renew the subscription at the expiration of the then-current term for another term of equal duration. If the Property Owner elected to pay for the Property Advertisement by providing the Company with a credit card, the card on file will be charged for the cost of another term at the then full Property Advertisement Tier Package rate using the information the Property Owner previously provided the Company by phone or one the Company Web Site, or through a paper billing process. If the credit card cannot be verified by the Company's third-party processing company, the Automatic Renewal will not be processed and the subscription will not be renewed. The Property Owner will be notified in advance of the impending renewal, and will receive a confirmation email receipt of the completed charge to the email address on file. If the information in the Company's files is out of date, the Company will contact the Property Owner for fresh information in order to complete the charge. The Company reserves the right to increase the price of our Property Advertisement Tier Packages upon renewal, but will notify the Property Owner prior to any increase.

7. Limited License; Assignment of Certain Copyright Rights; Company Ownership.

7.1 Property Owner hereby grants to the Company a non-exclusive, royalty free, right and license during the Term to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the following in any format on the Company Web Site and the Company Distribution Channels and in related Company promotional materials provided in any medium, forum or format, for the sole purpose of providing the Advertisement Services pursuant to this Agreement: (a) trademarks, trade names, service marks and logos used on or in connection with the Property Advertisement's ("Licensed Marks"); and (b) pictures, photographs, writings, language, descriptions and representations (or any portion thereof) of Property Advertisements ("Licensed Content"), in each case that have been provided to or made available to the Company by Property Owner.

7.2 In addition to the license grant provided in Section 7.1 above, Property Owner hereby grants to the Company a non-exclusive, royalty free, right and license during the Term and for six (6) months thereafter to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivatives works from the Licensed Marks and Licensed Content in any format, including without

limitation coding or watermarking such Licensed Content, on the Company Web Site and the Company Distribution Channels and in related Company promotional materials provided in any medium, forum or format, for the sole purpose of the promotion of the Company and its services, including without limitation, the Advertising Services; provided however, in connection with such use, Company shall not represent that any Vacation Rental is available for renting if, based solely on the related Licensed Content, the Company reasonably believes that such Vacation Rental's availability has expired.

7.3 Notwithstanding the foregoing Sections 7.1 and 7.2, Property Owner agrees by accepting this Agreement, Property Owner and Company agree that immediately upon the creation by or on behalf of Company of any derivative works from, modifications, edits or other changes to the Licensed Content (the "Modified Content") shall become the sole and exclusive property of Company and that Company shall own the entire right, title and interest in and to such Modified Content, including the right to secure copyright registration for such Modified Content and to otherwise use such Modified Licensed Content for any purpose as determined by Company in its sole discretion. Property Owner hereby grants, assigns, transfers and conveys any and all right, title or interest Property Owner has or may be deemed to have in and to such Modified Content. Property Owner may not download or copy such Modified Content from the Company Web Site or any Company Distribution Channel, or otherwise use, reproduce, distribute, display, make derivatives, publish, modify or edit such Modified Content without Company's prior written consent.

7.4 Except as provided herein, neither party shall use the names, trademarks or logos, nor any adaptation or variation thereof, of the other (or the others' parents, subsidiaries or affiliates), in any manner whatsoever (including, but not limited to, press releases, advertising, promotion or sales literature), without the prior written consent of the other party in each instance.

7.5 Users of the Company Web Site and the Company Distribution Channels ("Users") shall be deemed to be customers of Company for all purposes with respect to such Users' actions on the Company Web Site and Company Distribution Channels.

7.6 Company shall own or otherwise retain all right, title and interest, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights, in and to the Company Web Site and the Company Distribution Channels. Without the Company's prior written, Property Owner shall not, and shall not permit any of its employees, agents or representatives to download any software or applications from the Company Web Site or the Company Distribution Channels, or copy, reverse engineer, disassemble or decompile any such software or applications.

8. Notice of Sale of Vacation Rental. In the event of a sale of any Vacation Rental, Property Owner shall use commercially reasonable efforts to deliver to the Company the signature(s) of the purchaser (s) on the Notice of Sale attached hereto as Exhibit A.

9. Use of Company Web Site and Company Distribution Channels. All content on the Company Web Site are Copyrighted 2012 Go2vacationrentals.com. All Rights Reserved. Property Owner shall not use, reproduce, distribute, display, transmit, publish, modify, edit, license or create derivative works from any pictures, photographs, writings, language, descriptions and representations, or other or product information that may be obtained from the Company Web Site or the Company Distribution Channels.

10. Representations and Warranties. Each Party represents and warrants that it has the corporate or other legal right, power and authority to enter into this Agreement, grant the rights granted hereunder and perform all of the obligations to be performed by it hereunder, that it use commercially reasonable efforts to promptly correct any errors and service interruption caused by such party's acts or failures to act hereunder, except as limited herein. Property Owner represents and warrants that the Licensed Marks and Licensed Content (i) do not and will not violate or infringe upon the proprietary rights of any third party, including without limitation any owner or operator of any third party web site that provides advertising or other products or services, and does not violate the federal, state, or local laws of the United States, or any other relevant jurisdiction, including without limitation, laws against slander, libel, and defamation; and (ii) do not and will not violate any right of confidentiality, privacy or publicity of any third party; are not lewd, pornographic or obscene. Property Owner further represents and warrants that Property Owner is the sole owner of the Licensed Content, to Property Owner's knowledge, the Licensed Content is accurate; and Property Owner did not download the Licensed Content from any third party web site.

11. Exclusion of Warranties / Limitation of Liability and Damages.

11.1 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN 11. Exclusion of Warranties / Limitation of Liability and Damages.

11.1 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. INCURRED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

11.3 Under no circumstance shall the company OR ANY OWNER OF A COMPANY DISTRIBUTION CHANNEL be liable for WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS that result from the use of or the inability to use the software, or the USE OF, unavailability or inoperability of the Company Web Site, any company distribution channel OR the internet, OR technical malfunctions, computer errors or loss or corruption of data, even if Property Owner or authorized representative, has been advised of the possibility of such damages.

11.4 Under no circumstances shall THE COMPANY be liable for any claims related to the rental of any property rental, including without limitation, claims related to fraudulent renters or damage or losses caused by Renters OR ANY RENTER'S FAILURE TO PAY PROPERTY OWNER.

11.5 IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE TO THE PROPERTY OWNER OR ANY OTHER PARTY FOR ANY AMOUNT OF AGGREGATE CONSIDERATION, WHETHER RESULTING FROM DAMAGES, INDEMNIFICATION OR DEFENSE OBLIGATIONS OR OTHERWISE, WHICH EXCEEDS THE TOTAL AMOUNT OF THE PAYMENTS PAID BY PROPERTY OWNER TO COMPANY HEREUNDER.

12. Indemnification.

12.1 Property Owner agrees to defend, indemnify and hold harmless the Company and its officers, directors, agents, affiliates, employees, parents and subsidiaries, from any and all liability, loss, damages, costs, expenses, claims, or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) Property Owner's material breach or alleged material breach of its representations and warranties under this Agreement; (ii) any Vacation Rental or related products or service; or (iii) use of or access to any Property Advertisement, Licensed Mark or License Content under this Agreement. The Company agrees to defend, indemnify and hold harmless the Property Owner and its officers, directors, agents, affiliates, employees, parents and subsidiaries, from any and all liability, loss, damages, costs, expenses, claims, or causes of action, including reasonable legal fees and expenses, arising out of or related to (a) the Company's material breach or alleged material breach of its representations and warranties under this Agreement; or (b) the Company's gross negligence or willful misconduct in the provision of the Advertisement Services hereunder.

12.2 An party seeking indemnification hereunder, as indemnitee, shall notify the other party, as indemnitor, in writing of the nature of the claim as soon as practicable after the indemnitee receives notice thereof; provided, however, that the failure to give prompt notice shall not relieve the indemnitor of its obligations except to 12.2 An party seeking indemnification hereunder, as indemnitee, shall notify the other party, as indemnitor, in writing of the nature of the claim as soon as practicable after the indemnitee receives notice thereof; provided, however, that the failure to give prompt notice shall not relieve the indemnitor of its obligations except to the extent that the indemnitor does not receive actual notice and is damaged as a result. The indemnitee shall have the right at its own expense to employ separate counsel and to participate in (but not control) any such action. No indemnitee shall be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld) unless such settlement includes as an unconditional term thereof the giving by the claimant or plaintiff to the indemnitee a release from all liability with respect to the claim.

13. Force Majeure

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, USA, without reference to conflict of laws principles. Each party hereby agrees that any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted in a state or Federal court located in Troy, Ohio, USA, and each party irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this Agreement or the subject matter hereof may not be enforced in or by such court. Each party waives to the fullest extent permitted by law trial by jury of all claims arising out of or relating to this Agreement.

15. Notices. Notices hereunder shall be given by e-mail or in personal delivery, certified or registered or overnight or other courier or delivery service, addressed, in the case of Property

Owner, to its e-mail and address as provided by Property Owner in the subscription process or later changed by Property Owner with notice to the Company and, in the case of the Company, to Hello@go2vacationrentals.com or 4119 Fox Run Trail Apt 8 Cincinnati Ohio 45255. All such notices shall be deemed to have been given and received (a) upon receipt if e-mailed, personally delivered or sent by certified or registered mail and (b) when delivery is confirmed if sent by fax or overnight or other courier or delivery service

16. Assignments. This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns. Property Owner may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company, provide however, Property Owner may transfer the remainder of its subscription to the purchaser of the Vacation Rental if such purchaser agrees in writing or e-mail communication to be bound by Property Owner's obligations under this Agreement.

17. Amendments; Waivers. This Agreement may be amended or modified by the Company upon notice to Property Owner. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. The failure by either party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

18. Severability. If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected.

19. No Third Party Beneficiaries. No third party is a third-party beneficiary to this Agreement.

EXHIBIT A

NOTICE OF SALE

Go2Vacationrentals.com

4119 Fox Run Trail Apt 8

Cincinnati Ohio 45255

Re: Sale of [INSERT NAME & ADDRESS OF PROPERTY] ("Vacation Rental")

Dear Go2Vacationrentals.com:

Pursuant to the Advertisement Services Subscription Agreement, between the undersigned Property Owner and you, the Vacation Rental was sold to the undersigned Purchaser(s) on the date set forth below. The Purchaser(s) give Property Owner permission to provide you with the notice of sale and with the name(s), address(es), telephone number(s) and e-mail address(es) of Purchaser(s) set forth below. You have permission to contact the Purchaser(s) for purposes of marketing your business services.

PROPERTY OWNER:

By: -----

Print Name: -----

Print Title: -----

PURCHASER(S):

By: -----

Print Name: -----

Print Title: -----

Address: -----

Phone: -----
Email: -----

By: -----
Print Name: -----
Print Title: -----

Address: -----
Phone: -----
Email: -----

Date of Sale: -----