

Artı Turistik Bilgi Dan. Org. Tur. ve Tic. Ltd. Sti. Affiliate Program Contract

This Artı Turistik Bilgi Dan. Org. Tur. ve Tic. Ltd. Sti. Affiliate Program Agreement, including applicable Offers, contains the complete terms and conditions that apply to an individuals or entity's participation in the Artı Turistik Affiliate Program as managed by and through the Artı Turistik Affiliate Program at www.aircube24.com As used in this Agreement "we" and " Artı Turistik " means Artı Turistik Bilgi Dan. Org. Tur. ve Tic Ltd. Sti.

Artı Turistik Bilgi Dan. Org. Tur. Ve Tic. Ltd. Sti.
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and "you" means the participating web affiliate.

1. Term of the Agreements

The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination as stipulated in clause 9. b). You are only eligible to earn referral fees on sales occurring during the term of this agreement.

2. Participation in the Program

In order to participate, you must complete a registration form to join Artı Turistik's Affiliate Program and then read and agree to this Agreement. We will grant you approval to participate in the Program unless

a) you are applying to the Program in order to receive a commission fee on a Artı Turistik ticket or other products purchases for your own use or the use of your family or employees of your company;
b) you or your Site have been previously terminated from this program or you are an employee, or consultant to Artı Turistik Ltd.

If you or your Site have been previously been excluded, disqualified and/or were terminated from and/or denied access to this Program, you must (re-) apply in writing to us [including highlighting the reason for your previous exclusion, disqualification or termination] and must receive prior written re-approval from us again in order to (re-)participate in the Program.

We may terminate this agreement at any time if we determine that you or your Site is unsuitable for the Program. Unsuitable Sites and links include, but are not limited to, those that:

- Advocate
- Promote and/or advocate political causes or stances related to International or Domestic affairs
- Promote and/or advocate sexually explicit materials
- Promote and/or advocate violence
- Promote and/or advocate religious beliefs
- Promote and/or advocate discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Promote and or advocate illegal activities
- Promote and/or advocate or use bulk unsolicited e-mail ("spam")
- Include the name of "Artı Turistik" or variations or misspellings thereof in their domain names
- Otherwise violate intellectual property rights
- Otherwise are considered offensive at Artı Turistik's sole Discretion
- Subscribe to a banner exchange program

3. Definitions

a) "Offer" means a specific offer posted by Artı Turistik on its Affiliate Program site. The terms and conditions of such Offers shall be incorporated into this Agreement.

- b) "Qualifying Product" means a Artı Turistik product or service that is identified as part of the Offer and is offered for sale at the Artı Turistik Site.
- c) "Qualifying Link" means a link from your Site to the Artı Turistik Site (through Artı Turistik's Affiliate Program) using one of the "Required URLs" and any other URL or graphic link provided by Artı Turistik for use of the Program.
- d) "Qualifying Product Sales" means sales of Qualifying Products made through the Artı Turistik Site at www.aircube24.com and its related sub sites to consumers only. Qualifying Product Sales specifically exclude:

- Sales of Artı Turistik for you, your family members or your company as well as agents of your company.

e)-Required URLs- means the URLs specified in an offer to be used to link from your Site to the Artı Turistik Site.

f) -Site- means a World Wide Web Site (www.) and, depending on the context, refers either to Artı Turistik Site www.aircube24.com

4. Offers

a) From time to time, Artı Turistik may post on the Artı Turistik Affiliate Program Offers to pay members of Artı Turistik Affiliate Program, as well as other participating Artı Turistik Web Affiliates who may not be members of Artı Turistik's Affiliate Program, a specified commission fee on certain Qualifying Product Sales to third parties made through a Qualifying Link.

b) The terms of an Offer, as posted on Artı Turistik's Affiliate Program or otherwise communicated to you, shall be governed by the terms and conditions of the then current version of this Agreement. However, in the event of any inconsistency between the terms of the specific Offer and the terms of this Agreement, the terms of the Offer shall govern.

c) At any time prior to you providing a Qualifying Link, Artı Turistik may with or without notice:

- Change, suspend or discontinue any aspect of an Offer
- Remove, alter, or modify any graphic or banner ad submitted by you pursuant to an Offer

You agree to promptly implement any request from Artı Turistik to remove, alter or modify any graphic or banner advertisement that is being used by you in connection with an Offer.

5. Your Responsibilities

a) You shall only link your Site to areas within Artı Turistik's Site using required URLs. You may post as many links to the required URLs as you like. The position, prominence and nature of links on Artı Turistik's Site shall comply with any requirements specified in the Offer, but otherwise will be in Artı Turistik's discretion. Only valid Qualifying Links generated by Artı Turistik's Affiliate Program will be tracked for purposes of determining commission fees that you may be eligible to receive on Qualifying Product Sales generated through your Site. We are not responsible for tracking errors caused by actions of Affiliates (e.g. misformatted links), for computer system or phone line hardware, typographical, software or program malfunctions or other errors, delayed computer transmissions or network connections that are human or technical in nature. Artı Turistik is not responsible for any human, electronic or mechanical failure regardless of fault that might prevent you from successfully receiving your commission payment in a timely manner.

b) Artı Turistik will not, and is not obligated to, make any representations, warranties or other statements concerning you, your Site, any of your products or services, or your Site policies, except as expressly authorised the Offer.

c) You will be solely responsible for the development, operation and maintenance of your Site and for all materials that appear on your Site. We disclaim all liability for such materials. You shall indemnify and hold us harmless from claims, damages, losses, and expenses (including, without limitation, attorneys fees) relating to the development, operation, maintenance and contents of your Site (including without limitation the privacy policy for your Site and any pricing inaccuracies on your Site). You are also responsible for notifying the Artı Turistik Affiliate Program of any malfunctioning of the Required URLs or other problems with your participation in the Program in accordance with the terms of the Offer and this Agreement. Artı Turistik will use reasonable efforts to respond in normal course to all concerns upon notification

d) You may not initiate or distribute any press release or other public announcement with respect to this Agreement or your participation in the Program without our prior written consent, which may be

given or withheld in our sole discretion. In addition, you may not in any manner misrepresent or embellish the relationship between you and our company, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that Artı Turistik supports, sponsors, endorses or contributes money to any charity or other cause).

e) You are responsible for the determination of any tax liabilities and for the reporting of payment of any taxes owed.

6. Commissions Fees

a) We agree to pay you the commission fee specified in the Order if:

- a visitor (customer) to our Site accesses our Site via a Qualifying Link from your Site
- the Customer completes a Qualifying Product Sale within the terms of the offer from accessing our Site via your Qualifying Link, the period of time being specified in the Offer
- the Qualifying Link was the recorded link to our Site via the Artı Turistik registration that the customer uses before completing the Qualifying Product Sale
- the Customers access to our Site and the Qualifying Product Sale meet all other criteria, if any specified in the Offer. In some Offers, the commission fee may depend on whether a Customer is a "New Customer". A "New Customer" is a customer who has never previously purchased at our Site, as determined by us in our sole discretion based on a comparison with our existing customer database. We are under no circumstance not responsible for tracking errors caused by the actions of Customers that defeat our tracking capabilities (such as turning off cookies).

b) Artı Turistik shall have the sole right and responsibility for processing all orders made by Customers online at www.aircube24.com You acknowledge that all agreements relating to sales to Customers shall be between Artı Turistik and the Customer. Customers who buy products through this Program will be deemed to be Customers of Artı Turistik. Accordingly, all Artı Turistik rules, policies and operating procedures concerning customer bookings, purchases, refunds, customer service, customer data and product sales will apply to those Customers. We have the right to reject any order for any and no reason. We will not provide any Customer information to you. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Our prices will always determine the final price. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

c) All determinations of whether Qualifying Links have been established and maintained, whether a Qualifying Product Sale was completed within the time period specified in an Offer, the number or amount of sales, the amount of commission fees, and whether a Customer is a New Customer, that are made by Artı Turistik in good faith will, absent manifest error, be binding on both Artı Turistik and the Affiliate.

7. Commission Fee Payment

Unless otherwise stated in an Offer Addendum, we will pay you commissions fees on a monthly basis. Approximately 10 (ten) days following the end of each calendar month, Artı Turistik will send you an e-mail confirming your commission fees earned on sales of Qualifying Products that were sold and ticketed during that month, less any refunded tickets. However, if the commission fees payable to you for any calendar month are less than € 250 (twohundredfifty), we will hold those commissions fees until the next month in which the total amount due is at least € 250(twohundredfifty). If a Qualifying Product that generated a commission fee is refunded to customer, we will deduct the corresponding commission fee from your next monthly payment. If there is no subsequent payment, we will send you an invoice for the commission fee payable within 30 (thirty) days of your receipt of the invoice. You must earn at least € 250 (twohundredfifty) in total commission fees in order to receive any commission fees payment. If you have earned at least € 250 (twohundredfifty) in total commission fees, upon termination of this Agreement, we will send you a check for the remaining commission fees due to you. Only in the case of Termination and the the credited amount is less than € 250 (twohundredfifty) a processing fee of € 5 (five) will be deducted from the credit.

Additional to above mentioned terms there will be following exceptions for Payments for Portals in Turkey: Payments from Artı Turistik are credited free of charge only if they reach at least the amount of € 50 (fifty).

8. Ownership and Licenses

a) Each party owns and shall retain all right, title and interest in its names. Logos, trademarks, service marks, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

b) We grant you a limited, revocable, non-exclusive, license to use the graphic image and text, which may include our name, logos, trademarks, service marks, designated in the Offer and solely for the purpose of creating links from your Site to our Site pursuant to this Agreement. Except as expressly set forth in this Agreement or permitted by applicable law, you may not copy, distribute, modify, reverse engineer, or create derivative works from the same. You may not sublicense, assign or transfer any such license for the use of the same, and any attempt at such sublicense, assignment or transfer is void. You agree to follow our Trademark and Corporate Identity Guidelines, as those Guidelines may change from time to time. Any prominent use of the Arti Turistik Brand on your Site must be approved by Arti Turistik in written form prior to publishing. We may revoke your license at any time by giving you written notice.

c) As a condition to your acceptance and participation in the Program, you shall not undertake or engage in the following practices, and any violation of this Section shall be deemed a material breach of this Agreement: us or otherwise incorporate the word "Arti Turistik" or variations or misspellings in the domain name(s) of your Site(s).

- modify or alter Arti Turistik's Site in any way or
- make any representations, either express or implied, or create an appearance that a Visitor to your Site is visiting Arti Turistik's Site, e.g. - Framing- the Arti Turistik Site, without Arti Turistik's prior written approval.

9. Termination

a) Either party may terminate an Offer at any time by deleting their acceptance of the Offer through Arti Turistik's Affiliate Program. Termination of a specific Offer shall not be deemed to terminate any other Offers.

b) Either party may terminate this Agreement at any time, for any reason, upon 5 (five) days prior written notice such termination to the other party and Arti Turistik's Affiliate Program. In addition, Arti Turistik shall be entitled to terminate this Agreement immediately if you materially breach or violate any terms or conditions of this Agreement or if Arti Turistik determines, in its sole discretion, that there are technical or operational issues (e.g. interruptions caused by or shifts in online/Internet technology) that adversely affect the implementation of the Program. Termination of this Agreement shall also terminate any outstanding Offer. However, all rights to payment causes of action and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

c) We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new Agreement on the Arti Turistik's Affiliate Program Site. Modifications may include, for example, changes in the scope of available commission fees, commission fee schedules, payment procedures, and Program rules and shall be binding.. If any Modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued Participation in the Program following our posting of a change notice or new Agreement on our Site will constitute binding acceptance of our Modifications.

d) Upon termination of this Agreement for any reason, you will immediately cease use of, and remove from your Site, all Links to our Site, and all Arti Turistik trademarks, logos and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to earn commission fees on Qualifying Product Sales occurring during the term of this Agreement, and commission fees earned through the date of termination will remain payable only if the related Qualifying Product Sales are not refunded to the Customer. In addition, we may invoice you for commission fees that we paid to you prior to termination if those commission fees relate to Qualifying Product Sales that are subsequently refunded to the Customer. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

10. Representations

a) You represent and warrant that:

- you have the authority to enter into this Agreement and sufficient rights grant any licenses expressed herein, and
- any material which is provided to us or displayed on your Site will not (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation; (c) be defamatory or libellous; (d) be lewd, pornographic or obscene; (e) violate any laws regarding unfair

competition, anti-discrimination or false advertising; (f) promote violence or contain hate speech; (g) promote discrimination based on race, age, sex, religion, nationality, sexual orientation or disability; or (h) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines; (j) participate in any banner exchange programs.

b) Artı Turistik makes no Representations or Warranties to you, including, but not limited to, any implied Guarantee of Products or Services, or any express or implied Guarantees or Representations with respect to the Program or any Offers sold through the Program or that our Site will be uninterrupted or error-free. We will not be responsible for consequences of any interruptions or errors.

11. Indemnification

Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys fees) brought by a third party, arising out of a breach, or alleged breach of any of its representations or obligations herein.

12. Limitation of Liability

In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential, loss of revenue, profits, data or incidental damages, even if informed of the possibility of such damages. Further, Artı Turistik aggregate Liability arising from this Agreement and the Program shall not exceed the total commission fees paid or payable to you under this Agreement.

13. General

a) Each party shall act as an independent contractor and shall have no authority to obligate or bind in any respect, and nothing in this Agreement (including any Offer) shall create any partnership, joint ventures, agency, franchise, sales representative or employment relationship between the parties. Neither party shall make any statement, whether on their Sites or otherwise, that reasonably would contradict anything in the paragraph.

b) You acknowledge that you have read and understand this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Customer commissions on term that may differ from those contained in this Agreement or operate Sites that are similar to or compete with your Site. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

c) This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

d) The provisions of this Agreement are independent of and separable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

e) Equitable Relief. The parties agree that any breach of either of the parties obligations regarding trademarks, service marks, or trade names, confidentiality and/or user data may result in irreparable injury for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of a party's obligation regarding trademarks, service marks or trade names or confidentiality, the aggrieved party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

f) Obligation to Mediate in Good Faith. Before either party initiates a lawsuit against the other relating to this Agreement, the parties agree to mediate all disputes and claims arising of or relating to this Agreement, the parties performance under it, or its breach. To this end, either party may request, after informal discussions have failed to resolve a dispute or claim, that each party designate an officer or other management employee with the authority to bind the party to meet in good faith and attempt to resolve the dispute or claim through mediation. During their discussions, each party will honour the others reasonable requests for information that is not privileged and relates to the dispute or claim. This Section does not apply should the expiration of the statute of limitations for a cause of action be imminent.

g) You acknowledge that Artı Turistik' servers, equipment and services (e.g. tracking and reporting) may be subject to temporary modifications or shutdowns due to causes beyond Artı Turistik reasonable control. Such temporary service interruptions will not constitute a material breach of this Agreement. Artı Turistik will use commercially reasonable efforts to provide the services contemplated under this Agreement and to remedy any temporary interruptions or other problems that adversely affect the Program.

h) This Agreement is governed by the Laws of the Republic of Turkey. Legal venue for interpretation of this Agreement is Antalya/Turkey.

Date _____ :

Company Name _____ :

Authorized Person _____ :

Position _____ :

Common Seal & Signature :