

AFFILIATE AGREEMENT

This agreement is between:

ONLY-APARTMENTS, S.A. with head office registered at Av. Drassanes 6-8, 15th Floor, 08001, Barcelona, Spain, VAT Number A64425986, and the Company or individual registering in our Affiliate program , the 'Affiliate').

1. GENERAL

1.1 Only-apartments manages a system of online accommodation bookings, in multiple destinations (the 'System'). Only-apartments is not the owner of the participating accommodations, which are owned by individual owners or operators ('Owners'), but Only-apartments has the expressed authorization of the owner for the publication of the accommodation available for short term bookings, through which bookings can be made for each property, with the owner explicitly stating the ownership of all the published facilities as well as all the legal permits for exercising this activity. Only-apartments works on direct booking basis.

1.2 For each of the bookings made through the Only-apartments search engine, the company receives a percentage as commission for the booking made through the System (the 'Commission').

1.3 To distribute the System, Only-apartments possesses and manages its own websites ('Only-apartments.com' Websites') and provides the Service and links to the Service on the websites of third-party affiliates.

1.4 The Affiliate possesses, manages and/or controls one or more websites and Internet domains ('affiliate websites').

1.5 The Affiliate and Only-apartments agree that the Affiliate will provide the Service directly or indirectly to its clients and to the visitors of the Affiliate Website through a link to the Only-apartments Website. The affiliate will be promoting Only-apartments inventory via tracking links, white label, API, web service requests or any other tool provided by the OA affiliation team.

2. EXTENT OF THE AGREEMENT

2.1 Service

When a visitor makes a booking on or through the Affiliate Website through the System, Only-apartments will be the only one entitled and responsible to transmit the relevant booking details of the visitor who has completed a booking to the property Owner and to subsequently send a confirmation e-mail to the Client.

2.2 Link

The Affiliate must, at his own expense, integrate and provide the links, in the prominent place or places and websites of the Affiliate Site, in the place and in the shape and size that both Parties of the agreement had mutually agreed previously (also for API access, Web services).

3. AFFILIATE COMMITMENTS AND OBLIGATIONS

3.1 The Affiliate agrees to invest effort to adapt the Affiliate Website and to integrate the Link, the Connections and/or the Micro Site in such a way that it generates as much traffic as possible to the Only-apartments Website through, at least, one of the proposed ways.

3.2 The Affiliate accepts that from the moment a visit has been received through the Affiliate website, the management of the potential booking is completely of Only-apartments, without the intervention of the Affiliate, who is able to see in his Affiliate Extranet if the visit ends up becoming a booking.

3.3 The Affiliate must correct any error in the link to the Only-apartments Websites as soon as the Only-apartments team notifies him.

3.4 The Affiliate will not make static copies of Content or any part of the Only-apartments Website in his own server (including client reviews, XML feeds, etc.).

3.5 The Affiliate agrees and acknowledges that the agreements, restrictive conditions, commitments, obligations and restrictions indicated in Clauses 2 and 3 are of great importance to Only-apartments, especially for (i) their good will to reach this Agreement with the Affiliate and facilitate the Service, Content and intellectual Property Rights of Only-apartments (directly or indirectly) to the Affiliate and (ii) the protection of clients, products, services and market reputation of Only-apartments.

4. REMUNERATION

4.1 Percentage on the total booking commission.

4.1.1 Only-apartments will pay the Affiliate for every booking materialized the following amount **35%** of the net total commission amount.

4.1.2 The Percentage on the booking to calculate the owed Commission to the Affiliate excludes the VAT relative (between 3.24% and 4.50%), only the affiliates residing in Spain will bill the proportional part of the VAT.

4.2 Payment and Commission transfer

4.2.1 All the Affiliate Commission payments will be made through Paypal as preferred method. Only-apartments is not responsible for the lack of payment due to incorrect payment details. If other payment method is agreed, payments may be conditioned to a minimum amount (50€) or delayed till the next month or until that amount is reached.

4.2.2 Only-apartments will pay the commissions monthly. If the payment method is different from Paypal and the agreed minimum amount is not reached, the payment will be postponed until the following month. An automatic invoice will be sent to the Affiliate within the first half of every month. The monthly transactions will be included in the next month invoice, to be paid NET30 after the invoice is approved.

4.2.3 At the beginning of every month, the OA affiliation team will check the cancelled transactions. The billable amounts won't include cancelled transactions.

5. TERMS AND TERMINATION

5.1 The agreement will continue indefinitely until its termination by one of the two parties. Both parties have the power to unilaterally terminate the agreement with the sole obligation of notifying via e-mail said termination with one month's notice.

5.2 During and after the termination of the present agreement, the parties will have to keep respecting the clauses relative to the intellectual property and confidentiality, as well as the legal regulations in this respect established in the NDA.

6. APPLICABLE LAW, RESPONSABILITY, COMPENSATION AND NOTICES

6.1 Law and jurisdiction

6.1.1 The present agreement, as well as the registering process, will be interpreted according Spanish law. Any dispute that could emerge regarding the agreement will be referred to the jurisdiction of the competent court in Barcelona.

6.2 Responsibility

6.2.1 The Affiliate states and guarantees that he has all the required rights and the adequate authority on the Affiliate webpages from which he operates.

6.2.2 Each of the parties are responsible for the content and authenticity of their own websites.

6.2.3 Only-apartments.com will not be directly responsible of eventual traffic interruptions on their webpages or part of them.

6.3. Notifications

6.3.1 All notifications that have to be sent to Only-apartments regarding the present agreement, will be sent to the following address:

ONLY-APARTMENTS, S.A.
Av.de Les Drassanes 6-8, Planta 15
08001 Barcelona (ESPAÑA)
affiliates@only-apartments.com