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**The latest version of this document is available at:
<https://www.oneall.com/company/affiliate-agreement/>**

Affiliate Agreement

You understand that by participating in the OneAll Affiliate Program, you are agreeing to this Agreement. If you do agree to the following terms and conditions, you may not access or use the OneAll Affiliate Program.

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between us, OneAll, and you, regarding your application to participate as an affiliate of OneAll ("Affiliate"), and the establishment of links from your website to our websites.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE ONEALL AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Affiliate Agreement Definitions

"We", "Our", "Us" - "OneAll", (collectively, "OneAll")

"You", "Your", "Affiliate(s)" - the business, individual or entity applying for participation in the OneAll Affiliate Program, or that displays Our products, services and/or promotions on its website and/or through offline representation through the affiliate tracking code in exchange for receiving remuneration from OneAll for sales resulting from such display.

"Affiliate Site" - the Affiliate's Internet site which displays OneAll Products and Services and/or promotions.

"Affiliate Console" - the OneAll Affiliate website available at <https://affiliates.oneall.com>.

"OneAll Products and Services" - the OneAll online social optimization platform, applications, tools and services, and all related content, software and documentation.

"OneAll Site" - The website under oneall.com and any sub-domains of this domain.

"Commission Fees", "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to OneAll under and in accordance with this Agreement.

"Qualified Purchase" - a sale of a subscription to access the OneAll Products and Services to a Referred Customer which meets the criteria set forth in Section 4 hereof and the automatic renewals during the 12 (twelve) months following the initial purchase date of the subscription.

"Referred Customer" - each new and unique customer referred from an Affiliate through a Link (defined in Section 2 below) provided by or approved by Us, which meets the criteria set forth in Section 4 hereof.

"Registration Form" - any and all order forms, Registration Forms, or other signup or acceptance forms (whether online, paper, fax, or otherwise) submitted by You or, as applicable, the Referred Customer to make a Qualified Purchase.

1. Enrollment in the Affiliate Network

To begin the enrollment process, you must submit a completed Affiliate Program Signup Form. The Signup Form can be found at <https://affiliates.oneall.com/signup/>

We may reject Your application if We determine (in Our sole discretion) that Your account is unsuitable for Our Affiliate Program for any reason, including, but not limited to, inclusion of content that is, in Our opinion, unlawful or otherwise does not meet our Terms of Use available at <http://www.oneall.com/company/terms-of-use/>.

If We reject Your application, for any reason, You may not reapply to the OneAll Affiliate Program.

OneAll, in its sole discretion, reserves the right to notify or to not notify any prospective Affiliate of their rejection or removal from the OneAll Affiliate Program at any time.

2. Promotion of Our Affiliate Relationship

If You qualify and agree to participate as an Affiliate, We will make available to You a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which are subject to the terms and conditions hereof.

The Links will serve to identify Your site as a member of the OneAll Affiliate Program and will establish a Link from Your site or e-mail to Ours. The Links may connect to any area of Our site (although commissions will only be issued on Qualified Purchases).

In utilizing the Links, You agree that You will cooperate fully with Us in order to establish and maintain such Links.

You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or text messages expressly approved in advanced in writing by OneAll. All Affiliate Sites shall display such graphic and/or textual images prominently in relevant sections of their site. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge, like for example by using an iFrame.

Any information with respect to Us that is going to be displayed on Your site must be provided by Us and expressly approved by Us in writing in advance of any display.

EXCEPT AS PERMITTED ABOVE OR IN SECTION 13 BELOW, YOU SHALL NOT AND ARE NOT AUTHORIZED TO

- i. USE THE ONEALL TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY (OR ANY VARIATIONS OR MISPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) (ALL OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, THE "LINKS" AND THE "LICENSED MATERIALS" (DEFINED BELOW), AS REFERRED TO HEREIN AS "OUR IP"), WITHOUT OUR EXPRESS PRIOR WRITTEN PERMISSION;
- ii. USE OUR IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE;
- iii. CAUSE OR CREATE OR ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF OUR IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF OUR IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER (IN ADDITION TO BEING A BREACH OF THIS AGREEMENT) SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF OUR TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY OUR LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH WE SEEK TO ENFORCE OUR RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF OUR INTELLECTUAL PROPERTY RIGHTS.

All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning OneAll, unless We have given You prior written permission in each instance.

Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link connecting users of Your site to the pertinent area of Our site will in no way alter the look, feel, or functionality of Our site.

Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in Your termination from the program or withholding of Commissions.

OneAll reserves the right to withhold commission fees and cancel the affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the Affiliate Relationship.

3. Order Processing

We will process orders placed by Referred Customer who follow the Links from your website to the OneAll Site. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time.

All aspects of order processing and fulfillment, including OneAll services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your website and will make this information available to you through our website. To permit accurate tracking, reporting, and Commission accrual, you must ensure that the Links between your website and the OneAll Site are properly formatted.

4. Commission Determination

Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to OneAll under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):

- a. Each Referred Customer must be a new and unique visitor to OneAll and must register by completing and submitting the Registration Form using a valid and unique account and billing information.
- b. Commissions may not be paid for a Referred Customer that has transferred from any of our partners or subsidiaries.
- c. Each Referred Customer must make a Qualified Purchase, and provide a valid payment for the purchased OneAll Products or Services. To generate a Commission Fee for you, each Referred Customer must be an active, qualified customer of OneAll and must be up-to-date in all payments at the time the Commission Fees are processed and not have been subject to a refund, credit, cancellation, suspension or chargeback.
- d. Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from you to OneAll under this Agreement. Each Referred Customer must remain in compliance with our Terms of Services and other policies that are active at the time the Commission Fees are processed.
- e. Commission Fees may not be paid for the Qualified Purchase if the Referred Customer has been offered or received coupons, refunds, credits or discounts from the Affiliate or if the Referred Customer has joined a business-opportunity program (as determined by OneAll in its sole discretion) that is managed or participated in by the Affiliate, unless OneAll has provided its prior written permission.

OneAll reserves the right to withhold initial Commissions Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by OneAll in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

OneAll reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s).

OneAll reserves the right to deduct from the Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and canceled OneAll purchases. Where no subsequent Commission Fee is due and owing, OneAll will send Affiliate a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer.

OneAll, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, for:

- a. Any account/sale which has not been in an approved status in good standing as an account of OneAll for a period of at least thirty (30) days.
- b. All commissions generated for accounts that may be fraudulent, including but not limited to the use of software that generates real and fictitious information.
- c. Orders we deem to be fraudulent or where we see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same customer, or referral of accounts which do not comply with this Agreement. We review account information (including site content) to assess referrals.
- d. Altering Our Links in any way.
- e. Referred Customers that have been offered or received coupons, refunds, credits or discounts from the Affiliate or for Referred Customers who have joined a business opportunity program that is managed or participated in by the Affiliate, unless OneAll has provided written permission.
- f. Affiliates whom we believe may be artificially submitting Referred Customers, engaging in the advertisement of business-opportunity sites (as determined by OneAll in its sole discretion), using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.

OneAll reserves the right to immediately cancel or withhold for later review any Commission Fee based on the foregoing or that otherwise fails to meet the Criteria. It is the responsibility of the Affiliate to monitor the payment, denial and withholding of Commission Fees; OneAll is not obligated to actively notify Affiliates of the status of Commission Fees.

If an Affiliate has a question about a Commission Fee that has been canceled or withheld, that Affiliate has thirty (30) days from the day the payment was due to contact OneAll to discuss or reclaim the Commission Fee. Any changes to decisions about canceled or withheld Commission Fees are strictly at OneAll's discretion.

Commissions for any Referred Customer who is associated with any OneAll reseller, referral or other program may be removed from your payment. In other words, You may not receive double commissions or compensation.

In the event that the Referred Customers that are referred to OneAll by a specific Affiliate are determined to have an excessive cancellation rate (as determined by OneAll in its sole discretion), OneAll reserves the right to withhold or decline pending and future Commission Fees for the Affiliate.

Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualifying Purchases or Commission Fees to intentionally defraud OneAll or violation of any of the terms of this Agreement constitutes immediate grounds for OneAll to terminate this Agreement and will result in forfeiture of any Commission Fees due to the Affiliate.

5. Commission Fee Accrual and Payments

Subject to the terms of this Agreement, we will pay a Commission Fee equal to the specified percentage or dollar amount set forth in the Commission Report in Your Affiliate Console on a Qualified Purchase by a Referred Customer which occurs during the month for which such Commission Fee is being calculated.

Commission Fees will be processed approximately fifteen (15) to 30 (thirty) days after the end of the month in which they accrued as set forth below.

Commissions will accrue and only become payable once you

- i. provide all relevant tax and address documentation pursuant to Section 7 below and
- ii. reach a commission level of \$50 (the "Commission Threshold") based on the commission rates stated on the OneAll website, all as applied only to Qualified Purchases which occurred within three (3) months of the end of the calendar month in which the Qualified Purchases occurred. For example, if you provide sign-ups which result in Qualified Purchases that meet the Commission

Threshold on January 10th, you must provide all relevant tax and address documentation by April 30th of the same year in order for Commission Fees to accrue and become payable.

All Qualified Purchases eligible to result in Commissions under this Section 5 must remain active and in good standing pursuant to the terms of this Agreement in order to remain eligible for accrual.

Once a Commission has accrued under this Section 5, the amount of such Commission shall be due and payable to you under the terms of Section 6.

OneAll reserves the right to change the Commission Threshold by amending this Agreement and will notify you for any such amendment pursuant to the terms of this Agreement.

6. Payment Forms/Types

Commission Fees shall be paid based on the current information in Your Affiliate profile. Please notify us promptly of any change in your address by updating your profile information in the Affiliate Site.

Commission Fees will be paid in the form of a PayPal payment. Please refer to the PayPal website to ensure you are eligible to receive payments: <https://www.paypal.com/>.

OneAll is not responsible for any third-party fees charged by PayPal. PayPal payments will only be reissued within 120 days of original issue date in the case of incorrect PayPal address or refusal from PayPal to accept the payment.

OneAll, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted.

Disputes: Affiliates have access to OneAll's Affiliate Program statistics and activity and specifically agree to file any tracking or commission disputes as well as any other disputes and discrepancies within forty-five (45) days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after forty-five (45) days of the date on which the Qualified Purchase occurred will not be accepted by OneAll and Affiliate forfeits forever any rights to a potential claim.

7. Taxes/Address Changes

It is Your responsibility to provide OneAll with accurate tax and payment information that is necessary to issue a Commission Fee to You. If OneAll does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.

You are responsible for the payment of all taxes related to the commissions you receive under this Agreement.

You are responsible for informing OneAll about changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact OneAll's ability to issue a valid Commission payment.

8. Reports of Qualified Purchases

You may log into your Affiliate Console to review Your click through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued on all Referred Customers that appear in the Affiliate Console

9. Obligations Regarding Your Site

You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. Such responsibilities include, but are not limited to, the technical operation of Your site and all related equipment; creating and posting product reviews, descriptions, and references on Your site and linking those descriptions to Our website; the accuracy and propriety of materials posted on Your site (including, but not limited to, all materials related to OneAll Products and Services); ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

We have the right in Our sole discretion to monitor signups through Your site at any time and from time to time to determine if You are in compliance with the terms of this Agreement. If You are not in compliance We may terminate this Agreement immediately.

10. OneAll Responsibilities

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. OneAll will solely be responsible for order processing for orders/Qualified Purchases placed by a Referred Customer following a Link from Your site, for tracking the volume and amount of Qualified Purchases generated by Your site, and for providing information to Affiliates regarding Qualified Purchases statistics.

OneAll will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds and related OneAll service. Any determination made by OneAll regarding the foregoing shall be binding absent manifest error.

11. Policies and Pricing

Referred Customers who buy OneAll Products and Services through the Affiliate network will be deemed to be Our Customers. Accordingly, all of Our rules, policies, and operating procedures concerning OneAll orders, OneAll service, and OneAll Products and Services sales will apply to those Customers. We may change Our policies and operating procedures at any time.

For example, We will determine the prices to be charged for OneAll Products and Services sold under the Affiliate Network in accordance with Our own pricing policies. Prices and availability of OneAll Products and Services may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that You have listed on Your site, You may or may not be able to include price information in Your product descriptions.

We will use commercially reasonable efforts to present accurate information, but We cannot guarantee the availability or price of any particular product or service.

By signing up to be an Affiliate, You agree to both this Agreement and Our Terms of Service.

12. E-mails and Publicity

You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM") without prior written consent from OneAll for each and every day when any bulk mailing will occur. OneAll, in its sole discretion, reserves the right to reject each and every e-mail mailing.

Additionally, You may only send e-mails containing an OneAll affiliate link and or a message regarding OneAll or OneAll's Affiliate Program to person(s) who have been previously contacted and whom consented to the fact that You will be sending an e-mail containing OneAll information or information about the OneAll Affiliate program. Failure by You to abide by this section in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions.

If your account has excessive clicks in a very short period of time as determined by OneAll in its sole discretion, the Affiliate relationship may be terminated.

13. Usage of the OneAll Logos and Trademarks

Subject to the limitations set forth in Section 2 above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable license to

- i. access our site through the links solely in accordance with the terms of this agreement and
- ii. solely in connection with such links, to use the OneAll trademark and logo and similar identifying material relating to us (but only in the form(s) that they are provided by us) (collectively, the "Licensed Materials"), for the sole purpose of selling OneAll Products and Services on your site and as approved in advance by us.

You may not alter, modify, or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of the OneAll Affiliate Program.

You shall not make any specific use of any Licensed Materials for purposes other than selling OneAll Products and Services, without first submitting a sample to Us and obtaining the express prior written consent of Your OneAll account executive, which consent shall not be unreasonably withheld.

You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays OneAll, any hosted member of OneAll or any OneAll employee or representative in a negative light.

We reserve all of Our rights in the Licensed Materials and of Our other proprietary rights.

We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

You grant to Us a non-exclusive license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

14. Term of the Agreement

The term of this Agreement will begin upon Our acceptance of Your Affiliate Program application and will end when terminated by either party. Either You or We may terminate this Agreement at any time, with or without cause. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the

related OneAll Products and Services are not canceled and comply with all Terms laid out in this Agreement.

We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by OneAll in its sole discretion.

Any Affiliate who violates either this Agreement or OneAll's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the OneAll Affiliate Program.

OneAll reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at an time for any reason, in OneAll's sole discretion.

Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

15. Modification

We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. Such modifications shall take effect when posted on Our site.

OneAll, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts/percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules.

If any modification is unacceptable to You, Your only recourse is to terminate this agreement. Your continued participation in the Affiliate Program following Our posting of a change notice or new agreement on Our site will constitute binding acceptance of the change.

16. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or any OneAll Products and Services sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE).

In addition, We make no representation that the operation of Our site will be uninterrupted or error free, and We will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

17. Relationship of Parties

You and OneAll are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.

18. Representations and Warranties

You hereby represent and warrant to us as follows:

- This Agreement has been duly and validly executed and delivered by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate:
 - i. any provision of law, rule, or regulation to which You are subject,
 - ii. any order, judgment, or decree applicable to You or binding upon Your assets or properties,
 - iii. any provision of Your by-laws or certificate of incorporation, or
 - iv. any agreement or other instrument applicable to You or binding upon Your assets or properties.

- You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not:
 - i. breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or
 - ii. infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.
- There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.
- During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of Our Terms of Service.
- You are at least sixteen (16) years of age.
- Each Referred Customer and each Qualifying Purchase referred or submitted by You to Us, is valid, genuine, unique and not fraudulent and meets each of the Criteria for generating a Commission Fee as provided in this Agreement.

19. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

20. Indemnification

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:

- i. any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party,
- ii. any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or
- iii. any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us.

21. Confidentiality

Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, OneAll and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is:

- a. already lawfully known to or independently developed by the receiving party,
- b. disclosed in published materials,
- c. generally known to the public, or
- d. lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder.

Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information

- a. to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction,
- b. to its accountants, attorneys, or other agents on a confidential basis,
- c. if required by applicable law, rule, regulation, or a legal process.

22. Miscellaneous

Your application submission acknowledges that you have read this agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit OneAll relationships on terms that may differ from those contained in this agreement. We may also solicit OneAll relationships with entities that operate websites that are similar to or compete with your website.

You have independently evaluated the desirability of participating in the OneAll Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

Governing Law

In the event that any provision in these Terms of Service is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

The failure of a party to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

This Agreement will be governed by and interpreted in accordance with the laws of Luxembourg (Europe) excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Luxembourg (Europe) and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

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 to the benefit of, and be enforceable against the parties and their respective successors and assigns.

Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

BY APPLYING AS AFFILIATE YOU INDICATE YOUR APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING PURCHASES TO US UNDER OUR AFFILIATE PROGRAM AND/OR BY COLLECTING AND COMMISSION FEES FROM US.