

Jampaq Inc Terms and Conditions for Publishers

Jampaq Inc Terms and Conditions for Publishers (collectively referred to as the "Agreement") are by and between you and Jampaq Inc and apply to your participation in the Program as administered through Jampaq Inc. This Agreement is effective as of the date Jampaq Inc accepts your application into the Program and sets forth the terms and conditions governing the establishment of Links from your Properties to certain Jampaq Inc Authorized Properties as further described below.

THIS IS A LEGALLY BINDING AGREEMENT. BY COMPLETING AND SUBMITTING THE ONLINE APPLICATION OR SIGNING AND AGREEING THROUGH EMAIL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. Definitions.

"Jampaq Developer Content" means the file of data (including but not limited to a copy of Jampaq's product catalog, certain copy, images, brand features, and other features) that Jampaq provides to you (which is taken from and is also available through Jampaq's dashboard or through a representative of Jampaq through email, as modified from time to time) for the purpose of making the data available to you in connection with the Program subject to the terms and conditions of this Agreement.

"Jampaq", "ToteScan", "we", "us", or "our" means Jampaq Inc or any of its parents, subsidiaries, affiliates, and entities owned or under common control, as applicable.

"Jampaq Authorized Properties" means the Jampaq Inc Properties that Jampaq in its sole discretion determines to be eligible for the Program.

"Jampaq Inc Properties", "ToteScan Properties" or "our Properties" means Jampaq's connected properties, including websites and

Updated: 12/10/2022

applications. Such properties may include but are not limited to, www.totescan.com, totescan.myshopify.com, ToteScan mobile app, and any other additional, successor, or replacement Jampaq properties agreed upon by Jampaq in writing.

"Customers" are persons or entities (other than Publisher or the Publisher's agent) that are not robots, automated programming, or similar technology that enables clicks through certain links.

"Deductions" are the amounts we deduct from Monthly Net Sales. This includes, but is not limited to, the amounts we collect for sales, use, excise, or similar taxes; duties; shipping, handling, and similar charges; amounts due to credit card fraud and bad debt; credits for canceled orders, refunds, and returned goods.

"Eligible Product(s)" means the list of Jampaq products that Jampaq has approved for commission payments under this Agreement.

"FTC Guidelines" means administrative interpretations of laws administered by the Federal Trade Commission including Federal Trade Commission guides and disclosures.

"Information" means Jampaq Program customer information and Program business and sales information related to us, you, or our suppliers, including, without limitation, information relating to sale pricing, promotions, and weekly specials.

"Licensed Materials" means the Jampaq and/or ToteScan trademark and logo and similar identifying material relating to us, but only in the forms that we provide to you.

"Links" or "Link" means the graphic and textual links that Jampaq makes available to you.

"Media Buys" means any type of banner, buy button, video, Social Community post or similar media containing a Qualifying Link.

"Monthly Net Sales" means for each calendar month during the term of this Agreement, the aggregate amount actually paid by Customers to Jampaq for Qualifying Purchases, less Deductions.

"Product Category" or "Product Categories" means the applicable product category for each Eligible Product as set forth in this document. Jampaq may determine in its sole discretion which Product Category is applicable to the Eligible Products.

"Program" or "the Program" means Jampaq's affiliate marketing program.

"Publisher", "you" or "your" means the person or entity that is enrolled in and accepted by Jampaq as a participant in the Program and bound by the terms of this Agreement.

"Publisher Properties" or "your Properties" means your website or other presence (including, without limitation, mobile applications, email marketing, forums, apps, social media sites video, and software) owned, operated, used, or distributed by and pre-approved by Jampaq to link to one or more Jampaq Authorized Properties.

"Qualifying Link" means an Internet connection between any of your Properties and a Jampaq Authorized Property that is provided or authorized by Jampaq to be displayed, distributed or placed by you pursuant to this Agreement in a manner that drives completion of Qualifying Purchases or that is associated with a Media Buy.

"Qualifying Purchase" means a completed sale of an Eligible Product to a Customer through a Qualifying Link on a Publisher Property in accordance with the criteria specified in Section 5 of this Agreement.

"Reconciliation Period" means, in the case of termination of this Agreement, the ninety (90) day period following the end of the calendar month in which the Agreement was terminated.

"Return Days" means the permitted latency period for purposes of defining a Session, which is set forth in the Jampaq Publisher Dashboard or by email from a representative of Jampaq.

"Session" means the time period that begins when a Customer clicks a Qualifying Link and continues until the earlier of: 1) the time that the Customer, after having exited a Jampaq Property, returns to a Jampaq Property using a Qualifying Link other than the original Qualifying Link or a Link from a third-party publisher's website or property that is not your Qualifying Link; 2) the permitted latency period (Return Days) has expired or lapsed; or 3) the expiration or termination of your participation in the Program.

"Social Communities" means social media or social networking tools, including but not limited to Facebook, Twitter, Instagram, Youtube.

"Term" means the term of this Agreement which will begin upon our acceptance of your Program application and will end when terminated by either party as permitted hereunder.

2. Promotion of Affiliation

a. We will make available to you, as a Publisher in the Program, a variety of Links and Licensed Materials which, subject to the terms and conditions of this Agreement, you may display as often and in as many areas on your Properties as you desire. The Links and Licensed Materials will serve to identify one or more of your Properties as a member of our Program and will establish a link from your Properties to certain Jampaq Properties.

b. In utilizing the Links and Licensed Materials, you will cooperate fully with us in order to establish and maintain the Links and Licensed Materials. You will not alter Links (or their content) or Licensed Materials in any way. You will display in your Properties only those graphic or textual images (indicating a Link) and Licensed Materials that are provided by us, and you will immediately substitute such images with any new images that we provide from time to time throughout the term of this Agreement. Each Link connecting your Properties to the pertinent area of our Properties will in no way alter the look, feel or functionality of our Properties.

c. You will comply with our requirements for removing Links and Licensed Materials on a timely basis. Any Links or Licensed Materials that promote deals or prices with an expiration date or that are time sensitive must be removed from your Properties upon expiration of the promotion or time period. We are not required to pay you any commission for sales made via a Link referencing an expired promotion or other deal. Failure to remove expired Links or Licensed Materials may lead to your termination as a Publisher in our sole discretion.

d. You may promote only those Jampaq Offers that Jampaq has made available to you. You may not promote any other Jampaq offers (e.g., offers in Jampaq emails, other publishers' offers, or those in other partner communications) unless you first obtain written permission from Jampaq.

e. You may not promote Jampaq Offers of any kind on any Social Communities regardless of whether such Social Communities are created by you, by us, or a third party, without first obtaining written permission from Jampaq.

f. You may not act as or present yourself as a reseller of any product sold or otherwise acquired from Jampaq, and you may not publicize Links on third-party or reseller sites unless you have the necessary

Updated: 12/10/2022

license, right, or permission to do so from such site and you have also obtained our express written pre-approval. If Jampaq suspects any order was made with the intent to resell, we may determine it is not a Qualified Purchase under Section 5.d.

g. You will not post any promotional offers, advertised prices or any other information generated by or relating to Jampaq (regardless of origination of such information) for posting on Publisher Properties prior to the date and/or time identified by Jampaq as the start date/time for the posting of such information, or keep any such information posted on your Properties after the end date and/or time identified by Jampaq.

h. If you donate any portion of your commission to any school, foundation or other charitable organization you may not state or imply that Jampaq endorses such activities or is in any way responsible for the inclusion or donation of funds to any schools, foundations or charities associated with you.

i. In compliance with the FTC Guidelines, you must clearly and conspicuously identify yourself as a Publisher on all pages and social media forms where a Link occurs. You shall include a clear and conspicuous disclosure within any and all pages, blog/posts, or where Links for our Program are posted and where a reader or consumer may not understand that the link is a paid advertisement. You understand and agree that any messaging in contravention of the FTC Guidelines may result in your immediate termination and removal from the Program.

In addition, you must include a disclosure that complies with FTC Guidelines where (i) disclosures must be made as close as possible to the claims; (ii) disclosures must be made on each page containing a Link or reference to Jampaq; a single statement on your Properties, or a separate page with your general disclosure statement is not an adequate disclosure; (iii) disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure; and (iv) posts on Social Communities must include appropriate hashtags. FTC Guidelines, including hashtags and disclaimer requirements are subject to change over time and it is your responsibility to review and comply with current guidelines as policies may change over time.

Please review the FTC's "Dot Com Disclosures" Guidelines at: <https://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> ; the

Updated: 12/10/2022

FTC's "Disclosures for Social Media Influencers: Guidelines at <https://www.ftc.gov/tips-advice/business-center/guidance/disclosures-101-social-media-influencers> and the FTC's Endorsement Guidelines at <https://www.ftc.gov/tips-advice/business-center/advertising-and-marketing/endorsements%2C-influencers%2C-and-reviews>

j. Failure to abide by the terms set forth in this Section 2 will be a material breach of this Agreement, which may result in commission payment reductions as set forth in Section 5.e.

3. Publisher Identification

As a participating Publisher in the Program, you must display text stating your affiliate marketing relationship to Jampaq.

4. Our Responsibilities

We will provide the information necessary to allow you to make appropriate Links from your Properties to our Properties. We will be responsible for: (i) processing every order placed by a customer following a special Link from your Properties; (ii) tracking the volume and amount of sales generated by your Properties; and (iii) providing information to you regarding sales statistics through our dashboard or by email. Our order processing obligations will include order entry, payment processing, shipping of products, performance of services, cancellations, returns and related customer service.

5. Commission Determination

a. You are only eligible to earn commissions on Qualifying Purchases occurring during the Term subject to the terms of this Agreement that are: (i) made via the intentional click by a Customer of a Qualifying Link and affiliate code that can be tracked and reported on through the use of Jampaq's tracking technology and/or methodology during an active Session; (ii) actually shipped by a Jampaq Property to a U.S. shipping address and billed to a U.S. billing address; or in the case of downloads, when purchased product has been delivered electronically, and (iii) for which Jampaq has received full payment

that is not subject to bad debt or other chargebacks. We will not owe you any commissions for orders that are canceled or returned, and we may deduct and exclude these returns and cancellations from commissions calculations on an ongoing basis, at least monthly.

b. Jampaq may in its sole discretion modify the list of Eligible Products, Product Categories (including associated commission percentage rates), and the number of permitted Return Days at any time. The changes will be effective as of the date they are posted within the Dashboard or through email.

c. Calculation Method. We do not guarantee a minimum or maximum monthly commission payment amount. We will calculate commission payment(s) based on (i) Monthly Net Sales; multiplied by (ii) the commission percentage rate for each applicable product type as set forth in the following: all retail label packs of ToteScan have commission rate of **10%**. All downloadable ToteScan labels have a commission rate of **10%**. Jampaq may increase this commission rate at times due to specials, promotional periods, specific product pushes, etc. Any increase of commission for qualifying products will be announced either in the Jampaq Dashboard and/or by email.

d. All determinations of Qualifying Purchases and whether a commission payment is payable will be made by Jampaq and will be final and binding.

e. In the event you fail to abide by the terms set forth in this Agreement governing the use of Jampaq Offers, Links and Licensed Materials (including but not limited to the posting of other Jampaq offers and certain information to the disadvantage of Jampaq on your Properties), we may reduce unpaid commissions otherwise payable under this section as follows:

(i) Jampaq is not required to pay any commissions on sales of any product or service where the sale was completed through an error or anomaly on a Jampaq Property related to any information posted on the website or property associated with the Qualifying Link.

(ii) Commissions otherwise payable to a Publisher for any month will be forfeited where information prohibited by this Agreement is posted to the website or property associated with the Qualifying Link, regardless of whether any Qualifying Purchases occurred, and we may, in our sole discretion, terminate your account immediately.

6. Commission and Payments

Approximately sixty (60) days following the end of each calendar month, Jampaq will pay to you all commission payments owed by us to you in accordance with your Publisher Membership Agreement entered into between you and Jampaq. The minimum commission owed that will trigger a payment event to you is \$20. In the event that your accumulated commission amount is less than \$20, your potential commission payout will move to the following month. The minimum threshold will re-apply. In the event Jampaq makes a payment to you that did not take into account all applicable Deductions or that was otherwise incorrect, we may offset the Deductions against any commission payments we owe you from the next monthly payment schedule. If no future monthly commission payment is due, you will pay to Jampaq any amounts you owe within thirty (30) days of receiving written notification thereof. We may provide written notice. All commissions payments will be made to you through either **PayPal** or **Venmo**. An account that you hold and is maintained by you in an active form must exist prior to you entering into this agreement, and maintained during the life of this agreement.

7. Policies/Pricing/Product/Service Descriptions

Customers who buy products or services from a Jampaq Property through the Program will be deemed to be customers of Jampaq. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, privacy, and Jampaq product and service sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we may determine the prices to be charged for products and services sold through a Jampaq Property under the Program in accordance with our own pricing policies. Prices and availability of products or services on a Jampaq Property may vary from time to time, and we do not guarantee the availability and price of any particular product or service. EXCEPT AS EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, YOU MAY NOT PLACE INDIVIDUAL PRODUCT OR SERVICE PRICING OR LOGOS,

IMAGES, OR DESCRIPTIONS RELATED TO PRODUCTS AND SERVICES ON YOUR PROPERTIES WITHOUT OUR EXPRESS PRIOR WRITTEN PERMISSION.

8. Publicity

Except as expressly authorized in this Agreement, you will not create, publish, distribute, or permit any written material that makes reference to Jampaq without first submitting such material to us and receiving our written consent.

9. License

a. WE GRANT YOU A NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE RIGHT DURING THE TERM TO (i) ACCESS ONE OR MORE OF OUR PROPERTIES THROUGH THE LINKS SOLELY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND (ii) SOLELY IN CONNECTION WITH SUCH LINKS, TO USE THE JAMPAQ DEVELOPER CONTENT AND THE APPLICABLE LICENSED MATERIALS, FOR THE SOLE PURPOSE OF LINKING ONE OR MORE OF YOUR PROPERTIES TO ONE OR MORE OF OUR PROPERTIES, WHERE YOUR USERS CAN PURCHASE PRODUCTS AND/OR SERVICES FROM OUR PROPERTIES. YOU MAY NOT ALTER, MODIFY, OR CHANGE THE LICENSED MATERIALS IN ANY WAY. WE RESERVE ALL OF OUR RIGHTS IN THE LICENSED MATERIALS. YOU ACCEPT THESE RIGHTS AND LICENSES SUBJECT TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

b. You acknowledge Jampaq's ownership in its Licensed Materials, agree that you will not do anything inconsistent with Jampaq's ownership and that all of your use of the Licensed Materials will be to the benefit of and be on behalf of Jampaq, and agree to assist Jampaq in recording this Agreement with appropriate government authorities. You agree that nothing in this Agreement gives you any right, title or interest in the Licensed Materials other than the right to use the Licensed Materials in accordance with this Agreement. You

also agree that you will not attack the title of Jampaq to the Licensed Materials or the validity of the Licensed Materials or this Agreement.

c. You agree that the nature and quality of all your Properties used by you in connection with this Agreement and all related advertising and promotions will conform to high standards of quality and will not impugn the goodwill of Jampaq or the Licensed Materials. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light.

e. You will use the Licensed Materials only in the form and manner and with appropriate legends as provided from time to time by Jampaq, and will not use any other trademark or service mark in combination with the trademark or service mark or name of JAMPAQ and/or ToteScan, including any Jampaq parents, subsidiaries or affiliates.

f. You will not use, register or seek to register any trademark, service mark or domain name that contains any words that may be confusingly similar to any Jampaq Property (for avoidance of doubt, including the properties of any Jampaq parent, subsidiaries, or affiliates), including, but not limited to, the words "jampaq.com," "Jampaq," "totescan.com," "ToteScan," or any variations or misspelling of them, or is any way confusingly similar to "Jampaq" or "ToteScan." If you do, you will transfer the registrations, at your expense, to Jampaq or Jampaq's parents, subsidiaries or affiliates at the request of Jampaq, or Jampaq's parents, subsidiaries or affiliates and to cooperate by providing any information, signing any documents, and providing appropriate authorizations necessary to accomplish the transfer.

g. You may use the Licensed Materials only to the extent that you are a Publisher in good standing of the Program. We may revoke your license at any time in our sole discretion, by terminating the relationship between you and Jampaq via the Jampaq Publisher Dashboard, email and/or a combination of both. If we give you such notice, you must immediately discontinue all use of the Licensed Materials.

h. You will ensure you are using the most current and up-to-date version of Licensed Materials at all times. Except as used on your Properties under the terms of this Agreement, you will not otherwise save or store copies of Licensed Materials.

i. You grant to us a nonexclusive license, for the term of this Agreement, to utilize your names, titles, and logos, as the same may be amended from time to time to advertise, market, promote, and publicize in any manner our rights hereunder; provided, however, that we are not required to so advertise, market, promote, or publicize.

10. Obligations Regarding Your Properties

- a. You are solely responsible for, and we have no liability for, the development, operation, or maintenance of your Properties, or for any materials contained on your Properties.
- b. You agree that your Properties will not, in any way, copy or resemble the look and feel of our Site and/or mobile app and/or service, nor will you create the impression that your Properties are our Properties or are a part of our Properties, nor will you frame any page on a Jampaq Property being viewed by a user of your Properties who links to the Jampaq Property through a Link.
- c. You agree that your Properties do not currently contain and will not contain any content, or links to such material, that is in any way unlawful, harmful, threatening, harassing, defamatory, obscene, or violent.
- d. You also agree that your Properties will not contain any content from our Properties or any materials that are proprietary to Jampaq, except with our prior written permission, or to the extent that materials are obtained by you strictly in accordance with the provisions of this Agreement. You agree not to purchase or otherwise contract with any third party to exploit any of the Jampaq marks for the purpose of causing your Properties to appear as a search result in any search engine or for any other reason.
- e. You agree that your Properties will not use any form of mass email communication ("spam") as a marketing tool for any purpose related to this Agreement and that any other mass email generated by you or your Properties will conform in all respects with all applicable local, state and federal laws, regulations and rules, including the CAN-SPAM Act.

- f. You must clearly state an online privacy policy on your Properties that accurately and adequately explains how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including Jampaq and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers.
- g. You may not use any downloadable software to initiate tracking in connection with the Program; this includes, but is not limited to, toolbars, add-ons, and plug-ins. You may not redirect links to hide or manipulate their original source. You may not install spyware on another person's computer, cause spyware to be installed on another person's computer, or use a context-based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on a website in a way that interferes with a person's ability to view that website. You may not use software to overtake a referral through a paid search engine advertisement, regardless of whether or not the advertisement was related to another publisher in connection with the Program.
- h. You may not scrape data from or spider any Jampaq Property without the prior written approval of Jampaq.
- i. When promoting Jampaq via external paid search engines, which may include, but are not limited to, entities such as Google, Yahoo! and MSN, you will comply with the following: (i) you must not give the impression that you are, or represent, Jampaq, through use of phrases such as 'Official Site'; (ii) you must not bid on select trademarks and brand names designated by Jampaq, including but not limited to: "Jampaq™" and "ToteScan®"; (iii) you must not outbid Jampaq for top placement on select trademarks and trade names designated by Jampaq, including but not limited to: "Jampaq," or "ToteScan"; (iv) you must not target the brand names of any entities that are direct competitors of Jampaq, or otherwise engage in marketing practices that are illegal or violate the rights of any third party; and (v) you must ensure that all copy used for search and keyword purposes is appropriate and 100% accurate and does not contain any claims that could be construed to be false or misleading. In addition you agree to add "jampaq.com," "Jampaq," "totescan.com," and "ToteScan" as negative matches in your search campaigns and to avoid phrase matching. You agree that, following notice from Jampaq,

you will promptly remove any search listing containing copy and/or creative components that Jampaq, in its sole discretion, deems inappropriate for any reason.

You agree that your Properties, and any other properties operated by you or related to your Properties, will not, and will not permit users to, post on such properties any information relating to a Jampaq Property that may be used by others to take advantage of errors or anomalies discovered on a Jampaq Property (e.g., pricing errors, shopping cart errors, discount calculations, workarounds to the requirements of any Jampaq offer, deals, coupons or promotion) to the disadvantage of Jampaq. In the event any such information is posted to your Properties or related properties, you agree to remove it (or if necessary, cause a third party to remove it) promptly upon becoming aware of such information and take steps to discourage your users from posting such information. In addition, you agree that you have an affirmative duty, as a Publisher of Jampaq, to inform Jampaq at affiliates@totescan.com promptly upon discovering any errors or anomalies on a Jampaq Property. Failure to abide by these terms may lead to a loss of unpaid commissions from Jampaq to you, or termination, as provided in section 5.e. of this Agreement. Further, failure to honor the start and/or end date/time for posting promotional and pricing material as described in section 2.g. of this Agreement will be considered a failure subject to loss of commission payments or termination as set forth in section 5.e.

j. Promoting Jampaq through a sub-affiliate network is permitted; provided, however, that you (i) must be completely transparent with regards to where traffic from your sub-affiliates originated, and (ii) must ensure that all sub-affiliates promoting the Jampaq program adhere to and comply with the terms and conditions set forth in the Agreement or as otherwise provided to you. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click campaigns. You shall be fully responsible to the extent that any such sub-affiliate does not adhere to or comply with such terms and conditions. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the Program. Sub-affiliate networks, content monetization platforms, or third party networks as classified by Jampaq shall not engage in any solicitation, recruitment, or other activities with

prospective or current Jampaq affiliates by offering or exhibiting payout rates greater than those stated by Jampaq. 2. You must seek prior written approval from Jampaq before choosing to operate as a sub-affiliate network. Such requests must be made in writing and sent to affiliates@totescan.com. You must provide to Jampaq list of all sub-affiliates working within your sub-affiliate network within twenty-four (24) hours of any request from Jampaq.

k. You will provide impression tracking of Jampaq Offers to us in a form and at frequencies specified by Jampaq.

11. Termination

a. You may terminate this Agreement at any time, with or without cause, by using the Remove button within the Jampaq dashboard, and/or by email to affiliates@totescan.com.

b. Jampaq may terminate this Agreement immediately at any time for (i) your breach of this Agreement or of the Publisher Membership Agreement, or (ii) without cause for any reason by using the Remove button within the Jampaq Publisher Dashboard.

c. Upon termination for purposes of reconciling commission payments owed to you against Deductions and other amounts owed by you to Jampaq, if applicable, Jampaq may withhold commission payments during the Reconciliation Period. We will pay to you any final commission payments following the close of the Reconciliation Period.

12. Modification

We may modify any of the terms and conditions contained in this Agreement at any time in our sole discretion by providing you notice via email or through the Jampaq dashboard by offering new terms and conditions attached to a new Program Term. Modifications may include, but are not limited to, changes in the scope of available commissions and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program by accepting a new Program Term with updated terms and conditions will constitute binding acceptance of the change.

13. Relationship of Parties

You and Jampaq 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 representations regarding the association of Jampaq or you.

14. Disclaimers

NEITHER JAMPAQ NOR ITS SUPPLIERS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR TO ANY JAMPAQ PRODUCTS OR SERVICES SOLD BY A JAMPAQ PROPERTY THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, NEITHER JAMPAQ NOR ITS SUPPLIERS MAKE ANY REPRESENTATION THAT THE OPERATION OF THE JAMPAQ PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, AND NEITHER JAMPAQ NOR ITS SUPPLIERS WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

15. Representations and Warranties

You represent and warrant to us that: (i) you have the right and authority to enter into this Agreement and perform your obligations under the Agreement; (ii) you are the sole and exclusive owner of the Publisher trademarks and have the right and power to grant to us the license to use your trademarks in the manner provided for in this Agreement; (iii) you are an adult of at least 18 years of age; (iv) you are not an employee or immediate family member of an employee of a Related Party as described in Section 1.b. above; and (v) if you are an

employee or immediate member of an employee of a party described in Section 1.b. above that is NOT a Related Party, you have complied with any applicable rules or policies of such party concerning participation in the Program. (vi) you are authorized to work in the USA and have a valid tax ID number for tax reporting purposes (in the event you meet certain income requirements during a calendar year of commissions potentially earned from affiliate referral sales on Jampaq properties through your affiliate link.

16. Confidentiality

You agree that all customer information related to the Jampaq Program belongs to us. You agree to protect as secret all Information, not to disclose Information to any third parties, and not to use Information for any purpose other than the purposes of this Agreement. You agree to protect Information using methods at least as protective as those you use to protect your own information of a confidential nature, but in no event, using less than a standard of reasonable care.

You will not publish or otherwise disclose or permit to be published or disclosed on your Properties or any affiliated properties by users of your Properties or such other properties our (i) weekly insert pricing or promotional offers prior to the time such prices or offers become effective on the applicable Jampaq Property (which, in most cases, is 3:00 a.m. Eastern Standard Time Sundays) or (ii) holiday or special insert pricing or promotional offers, including, without limitation, the insert and promotions for the day after Thanksgiving until 6:00 a.m. Eastern Standard Time on the Friday immediately following Thanksgiving.

17. Limitation of Liability

NEITHER JAMPAQ NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, AND YOU WAIVE ALL RIGHTS TO ANY CLAIMS FOR ANY SUCH DAMAGES. FURTHER, THE AGGREGATE LIABILITY OF JAMPAQ AND ITS SUPPLIERS WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

18. Indemnification

You will indemnify, defend and hold harmless Jampaq and its parent, subsidiaries and affiliates, and suppliers, and their directors, officers, employees, and shareholders, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, ("Losses") insofar as such Losses, or actions in respect of Losses, arise out of or are based on (i) any claim that our use of Publisher 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; or (iii) any claim related to your Properties, including, without limitation, claims regarding content on your Properties.

19. Uncontrollable Circumstances

Jampaq's performance under this Agreement will be excused to the extent that its performance is hindered, delayed or made commercially impractical by causes beyond its reasonable control.

20. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement (subject to the restrictions contained in this Agreement specific to those referrals contemplated

Updated: 12/10/2022

herein) or operate e-commerce properties that are similar to or compete with your e-commerce properties. 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.

21. Governing Law, Jurisdiction and Venue; General Provisions

This Agreement will be governed by the laws of the United States and the State of California, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in the federal or state courts located in California, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement. 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.

Date _____

Full Legal Name _____

Company Name (optional) _____

Address: _____

I certify that I am authorized to work in the United States _____

I certify that I am 18 years of age or older _____

By signing I agree to be legally bound to and by this agreement.
