

## TERMS AND CONDITIONS

The present Terms and Conditions (hereinafter "Terms"). governing your (hereinafter "Affiliate"/ "you") connection with Epcera, and the use of any website connected with services of Epcera (hereinafter "Site"). Affiliate shall use the Site and any additional services offered by Epcera only in accordance with the Terms and Conditions. Epcera shall have the right to make changes to the Site and Terms and Conditions at any time. Affiliate's shall use the Site after such modification and notification thereof (which may be provided by posted on the Site or by e-mailed to the email address provided by Affiliate's when registering with Epcera) shall constitute Affiliate's consent to such modification.

### 1. DEFINITIONS USED.

1.1. AN "ADVERTISER" MEANS A THIRD-PARTY CLIENT OF COMPANY, WICH PRODUCTS AND SERVICES ARE PROMOTED BY MEANS OF THE AFFILIATE PROGRAM.

1.2. THE "AFFILIATE PROGRAM" MEANS, COLLECTIVELY, THE COMBINED PAID ADVERTISING OPPORTUNITIES, THE WEB-BASED APPLICATION, REPORTING, ACCESS TO DATA, THE TRACKING PLATFORM, AND CONTENT PROVIDED BY COMPANY TO AFFILIATE AND OTHERS.

1.3. AN "ACTION" MEANS A SPECIFIED ACTION INITIATED THROUGH AFFILIATE'S ADVERTISING EFFORTS AND COMPLETED BY A CONSUMER, WHEREBY A FEE IS GENERATED—SUCH AS CLICKS, CLICK-THROUGHS, SALES, REGISTRATIONS, INSTALLS, DOWNLOADS, IMPRESSIONS, AND LEADS.

1.4. AN "AFFILIATE ID" MEANS THE UNIQUE IDENTIFICATION NUMBER AND/OR TRACKING LINK ASSIGNED TO AFFILIATE FOR USE IN REDIRECTING CONSUMERS TO THE ADVERTISER'S WEBSITE, APP, PRODUCTS, OR SERVICES TO ENSURE AFFILIATE IS CREDITED WITH ANY ACTION COMPLETED BY THE CONSUMER.

1.5. A "CAMPAIGN" MEANS AN ADVERTISING OPPORTUNITY MADE AVAILABLE TO AFFILIATE BY COMPANY FOR A SPECIFIC ADVERTISER OR OFFER, WHICH IS LIMITED IN TIME AND/OR SCOPE.

1.6. "CAMPAIGN-SPECIFIC TERMS" MEANS RULES AND REQUIREMENTS THAT GOVERN A PARTICULAR CAMPAIGN IN ADDITION TO THOSE SET FORTH. CAMPAIGN-SPECIFIC TERMS MAY BE COMMUNICATED TO AFFILIATE THROUGH THE SITE.

1.7. AN "INSERTION ORDER" MEANS A SEPARATE WRITING EXECUTED BY THE PARTIES SETTING FORTH CAMPAIGN- SPECIFIC TERMS AND THE ASSOCIATED FEE.

1.8. A "FEE" MEANS THE AFFILIATE COMMISSION GENERATED UPON THE OCCURRENCE OF A QUALIFIED ACTION. FOR EXAMPLE, IF A PARTICULAR CAMPAIGN HAS A \$30 CPA FOR ALL SALES OF THE ADVERTISER'S PRODUCTS THROUGH THE AFFILIATE ID, THEN THE ACTION IS THE SALE AND THE ASSOCIATED FEE IS \$30.

1.9. THE "TRACKING PLATFORM" MEANS COMPANY'S PROPRIETARY SOFTWARE THAT TRACKS ACTIONS.

## 2. PARTICIPATION IN THE AFFILIATE PROGRAM.

2.1. CONFIRMATION. PARTICIPATION OF THE AFFILIATE IN THE AFFILIATE PROGRAM IS UNDER THE TERMS AND CONDITIONS AND COMPANY'S EXPRESS APPROVAL. UPON AFFILIATE'S RECEIPT OF AN ACCEPTANCE EMAIL FROM COMPANY, AFFILIATE HAS THE RIGHT TO PARTICIPATE IN THE AFFILIATE PROGRAM. COMPANY'S APPROVAL OF AFFILIATE'S PARTICIPATION MAY BE WITHHELD OR TERMINATED AT ANY POINT, AT COMPANY'S SOLE DISCRETION, REGARDLESS OF INITIAL ACCEPTANCE.

2.2. THIRD-PARTY PUBLISHERS. Affiliate hereby accepts and agrees that to the extent to which it represents or acts on the behalf of third-party affiliates/publishers or websites ("THIRD-PARTY PUBLISHERS"), Affiliate assumes all liability for such Third-Party Publishers and will ensure that such Third-Party Publishers comply with the terms, any Campaign-Specific Terms, and all applicable laws and regulations. Without limiting any other provision of this terms, Affiliate shall fully and completely indemnify, defend, and hold harmless Company for all damages arising from a Third-Party Publisher's breach of any obligations or warranties set forth in Section 10 herein. Without limiting any other provision of this terms, Affiliate represents and warrants that it has the ability to terminate any Third-Party Publisher's rights to the Affiliate Program or the Site immediately. For the purposes of this terms, unless expressly stated otherwise, the term "AFFILIATE" means the Affiliate and any Third-Party Publishers.

2.3. LICENSE. UPON THE TERM OF THIS TERMS, COMPANY GRANTS TO AFFILIATE A REVOCABLE, NON- TRANSFERABLE, NON-EXCLUSIVE LIMITED LICENSE TO USE THE AFFILIATE PROGRAM, THE TRACKING PLATFORM, THE Company Site and any data, reports, information, or analyses arising out of such use (the "PROGRAM DATA") solely for the purposes set forth in this Terms.

## 3. MARKETING MEANS OF THE AFFILIATE.

3.1. INCORPORATION OF CAMPAIGN-SPECIFIC TERMS. ALL INSERTION ORDERS BETWEEN THE PARTIES AND ANY OTHER DOCUMENT OR MEDIA CONTAINING CAMPAIGN-SPECIFIC TERMS ARE INCORPORATED INTO THIS TERMS BY REFERENCE. AFFILIATE AGREES TO COMPLY WITH ALL CAMPAIGN-SPECIFIC TERMS. IN THE CASE OF A CONFLICT BETWEEN THE TERMS OF THIS TERMS AND ANY INSERTION ORDER OR OTHER CAMPAIGN-SPECIFIC TERMS, THE INSERTION ORDER OR CAMPAIGN-SPECIFIC TERMS SHALL PREVAIL AS TO THE UNDERLYING CAMPAIGN AND THIS TERMS SHALL PREVAIL AS TO ALL OTHER MATTERS. COMPANY HAS THE RIGHT TO, IN ITS SOLE DISCRETION, APPROVE OR DENY AFFILIATE TO WORK ON A SPECIFIC CAMPAIGN WITHOUT AFFECTING ANY OTHER ASPECT OF THIS TERMS.

3.3. CREATIVE. COMPANY MAY MAKE GRAPHIC OR TEXTUAL MATERIAL TO AFFILIATE FOR DISPLAY AND USE ON AFFILIATE'S WEBSITES AND OTHER ADVERTISEMENTS (COLLECTIVELY, "CREATIVE") WITH RESPECT TO A SPECIFIC CAMPAIGN. AFFILIATE MAY NOT USE ANY OTHER GRAPHIC, TEXTUAL, AUDIO, ARTWORK, OR OTHER MATERIALS OTHER THAN CREATIVE EITHER SUPPLIED BY COMPANY OR SUPPLIED BY AFFILIATE BUT APPROVED OF IN ADVANCE BY COMPANY, TO PROMOTE THE CAMPAIGN. AFFILIATE ACCEPTS THAT ANY MATERIAL ALTERATIONS MADE BY AFFILIATE TO CREATIVE THAT IS NOT APPROVED BY COMPANY COULD RESULT IN FALSE ADVERTISING THAT COMPANY CANNOT ENDORSE WITH PAYMENT. IF COMPANY DETERMINES THAT CREATIVE HAS BEEN ALTERED WITHOUT COMPANY'S APPROVAL, COMPANY MAY SUSPEND PAYMENT OWED TO AFFILIATE WHILE COMPANY FULLY INVESTIGATES THE MATTER.

#### 4. REASONS OF SUSPENSION OF AFFILIATE AND POSSIBLE FRAUD.

##### 4.1. FRAUD. Company has no tolerance to Affiliate fraud.

Without limiting and other provision of this Terms, Company reserves the right, in Company's sole and absolute discretion to terminate this Terms and/or Affiliate's account, at any time without liability to Company, should Company determine, in its sole and absolute discretion, that Affiliate engages in fraud, deception, dishonesty, unlawful acts, or any other misconduct that causes harm to Company or its Advertisers (collectively, "FRAUD").

4.2. BY THIRD-PARTY PUBLISHERS. Upon notice by Company to Affiliate that a Third-Party Publisher is engaging, or has engaged, in any activity prohibited by this Terms, including, but not limited to, Fraud, Affiliate shall immediately terminate its relationship with such Third-Party Publisher, as it pertains to the Third-Party Publisher's participation in the Affiliate Program. If Affiliate is notified that a Third-Party Publisher is engaging, or has engaged, in prohibited activities, and Affiliate fails to terminate its relationship with such Third-Party Publisher within three (3) days of notice by Company, Company reserves the right to immediately terminate this Terms. Further, in the event that Company determines, in its sole discretion, that a Third-Party Publisher is engaging, or has engaged, in prohibited activities, including Fraud, company shall recalculate and withhold the Affiliate's Fees accordingly.

FOR CLARITY, COMPANY RESERVES THE RIGHT TO WITHHOLD OR RECALCULATE AMOUNTS GENERATED BY FRAUD AND OTHER PROHIBITED ACTIVITY OF THIRD-PARTY PUBLISHERS, REGARDLESS OF WHETHER AFFILIATE PARTICIPATED IN OR KNEW ABOUT THE PROHIBITED ACTIVITY.

4.3. LITIGATION OR GOVERNMENT INVESTIGATION. To the extent that Affiliate becomes aware of any litigation or investigation concerning Affiliate's marketing practices or procedures, irrespective of whether such litigation or investigation relates to Affiliate's relationship with Company, Affiliate shall immediately notify Company of such litigation or investigation.

4.4. FORFEITURE. If Company determines that Affiliate has engaged in Fraud, Affiliate will forfeit its entire Fee for all Campaigns and Affiliate's account will be terminated immediately.

#### 5. TRACKING AND PAYMENT.

5.1. PAYMENT TERMS. Unless otherwise stated in an Insertion Order or other Campaign-specific terms, all payments under this Terms shall be made monthly on a Net-30 basis, meaning Fees will be paid within thirty (30) days following the close of the calendar month in which they accrued, less any refunds or chargebacks. If the scheduled payment day falls on a weekend or bank holiday, then payment shall be made on the next business day. Payments will be initiated electronically and/or mailed on the payment date, and Affiliate understands and agrees that it may take additional time to reach Affiliate or clear Affiliate's payment account. Company shall not remit payment for any Actions that occur after Affiliate has been suspended or terminated. FURTHER, COMPANY SHALL NOT BE REQUIRED TO PAY AFFILIATE FOR ANY FEES FOR WHICH COMPANY, ITSELF, HAS NOT YET BEEN PAID BY THE ADVERTISER. All Fees will be paid in US dollars (\$USD). Company is not liable for any fees incurred by Affiliate from Affiliate's financial institution; Affiliate shall be solely responsible for such fees. Affiliate understands and agrees that it is Affiliate's sole responsibility to notify Company of any changes to Affiliate's payment account.

5.2. FEES. Affiliate will earn Fees on qualified Actions under Campaign-Specific Terms. Company may modify or change the Fees at any time upon notice to Affiliate, including by email, and at Company's sole discretion. Affiliate's continued participation in the Affiliate Program after a change to the Fees constitutes acceptance of the revised Fees.

5.3. TRACKING AND DISPUTES. Company shall be exclusively responsible for tracking all Fees due to Affiliate, which shall be visible to Affiliate through the Tracking Platform. In the event that Affiliate reasonably believes Company's tracking for a given calendar month is inaccurate, no later than seven (7) days after the close of such month, Affiliate shall provide Company with all evidence supporting the alleged error, and the Parties shall work together in good faith to resolve the matter to their mutual satisfaction. In the event the Parties are unable to agree, then Company's reasonable decision shall govern.

5.4. AFFILIATE ID. It is Affiliate's sole responsibility to ensure that all Actions occur through the Affiliate ID so that Company may track Affiliate's Actions and Fees with accuracy. Where used in technical form, such as an Affiliate link, Affiliate agrees to monitor its Affiliate ID to ensure its proper functioning. Affiliate IDs may not be applied to Actions retroactively and Company shall not be responsible for payment on any Actions generated outside of the Affiliate ID.

6. PROPRIETARY RIGHTS. AFFILIATE AGREES NOT TO HAVE, NOR AFFILIATE WILL CLAIM, ANY RIGHT, TITLE, OR INTEREST IN THE AFFILIATE PROGRAM, THE PROGRAM DATA, THE TRACKING PLATFORM, THE COMPANY SITE, CREATIVE OR ANY UNDERLYING TECHNOLOGY, SOFTWARE, APPLICATIONS, DATA, METHODS OF ANY BUSINESS AND ANY ELEMENTS THEREOF, OR ANY CONTENT PROVIDED BY THE COMPANY SITE. AFFILIATE

MAY ONLY ACCESS THE COMPANY SITE VIA WEB BROWSER, EMAIL, OR IN A MANNER APPROVED BY COMPANY. AFFILIATE SHALL NOT ATTEMPT IN ANY WAY TO ALTER, MODIFY, ELIMINATE, CONCEAL, OR OTHERWISE RENDER INOPERABLE OR INEFFECTIVE THE COMPANY SITE TAGS, SOURCE CODES, LINKS, PIXELS, MODULES, OR OTHER DATA PROVIDED BY OR OBTAINED FROM COMPANY THAT ALLOWS COMPANY TO MEASURE AD PERFORMANCE AND PROVIDE THE AFFILIATE PROGRAM. IN ADDITION, AFFILIATE ACKNOWLEDGES THAT ALL PROGRAM DATA, INCLUDING BUT NOT LIMITED TO NON-PUBLIC INFORMATION, DATA, AND REPORTS RECEIVED BY AFFILIATE FROM COMPANY AS PART OF THE AFFILIATE PROGRAMS ARE PROPRIETARY TO AND OWNED BY COMPANY, EVEN IF AFFILIATE'S ADVERTISING ACTIVITY CONTRIBUTED IN SOME PART TO THE PROGRAM DATA. IF INSTRUCTED TO DO SO BY COMPANY, AFFILIATE WILL IMMEDIATELY DESTROY AND DISCONTINUE THE USE OF ANY SUCH PROGRAM DATA AND ANY OTHER MATERIAL OWNED BY COMPANY OR ITS THIRD-PARTY ADVERTISERS.

7. CONFIDENTIALITY. Each Party agrees to use the other Party's Confidential Information solely for the purposes contemplated by this Terms, and to refrain from disclosing the other Party's Confidential Information to any third-party, unless (a) any disclosure is necessary and permitted in connection with the receiving Party's performance of its obligations or exercise of its rights under this Terms or any other agreement between the Parties; (b) any disclosure is required by applicable law; provided, that the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof so as to afford the disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (c) any disclosure is made with the consent of the disclosing Party. For the purposes of this Terms, "CONFIDENTIAL INFORMATION" includes, without limitation, the terms of this Terms (including pricing) and information regarding any existing or contemplated Company services, products, processes, techniques, or know-how, or any information or data developed as part of the Affiliate Program.

8. AMENDMENTS TO TERMS. COMPANY MAY CHANGE ANY OF THE TERMS AT ANY TIME AND AT ITS SOLE AND ABSOLUTE DISCRETION, UPON POSTING SUCH CHANGES ON THE COMPANY SITE OR PROVIDING WRITTEN NOTICE TO AFFILIATE, INCLUDING BY EMAIL. AFFILIATE CONTINUED PARTICIPATION IN THE AFFILIATE PROGRAM AFTER ANY SUCH MODIFICATION THEREOF SHALL CONSTITUTE AFFILIATE'S EXPLICIT CONSENT TO SUCH MODIFICATION.

9. TERM AND TERMINATION.

9.1. TERMINATION. Either Party may terminate this Terms, or any Insertion Order or Campaign, effective upon written notice, for any reason or no reason, at any time upon three (3) days' written notice to the other Party. In the event that either Party (i) files a voluntary petition in bankruptcy, (ii) makes an assignment for the benefit of its creditors, or (iii) breached any of the material terms of this Terms, this Terms shall automatically terminate. Such termination shall be automatic and shall not require any action by either Party.

9.2. EFFECT OF TERMINATION. Upon termination of this Terms, any and all licenses and rights granted to Affiliate in connection with this Terms shall immediately cease and terminate. Further, upon termination of this Terms, Affiliate will: (i) immediately discontinue the use of the Affiliate Program and any Program Data; (ii) immediately cease to use, and remove from the Affiliate's websites, any and all Creative, advertisements and/or related materials made available to Affiliate in connection with Affiliate's participation in the Affiliate Program; and (iii) immediately cease transmitting any and all emails, text messages, or other communications in connection with any Campaign. In the event of termination of this Terms, Sections 7, 8, 9.1, and 10–15 shall survive.

9.3. TERM. This Terms shall begin on the date first agreed to by Affiliate (the "EFFECTIVE DATE") and remain in effect for an initial term of one (1) year. Unless terminated by either Party upon thirty (30) days' notice prior to the end of the initial term or any renewal term, the Terms shall automatically renew for successive one (1) year terms.

## 10. INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES.

10.1. INDEMNIFICATION. Affiliate, on its own behalf, and on behalf of its respective third-party partners (including, without limitation, Third-Party Publishers), affiliates, directors, employees, agents, successors, and assigns (collectively, the "INDEMNITOR") will defend, indemnify, and hold harmless Company and its third-party Advertisers, endorsers, affiliates, directors, employees, agents, successors and assigns (collectively, the "INDEMNITEE") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "CLAIMS") arising from or related to: (i) any negligent act or omission by Indemnitor, including any Fraud; (ii) any breach of this Terms by the Indemnitor; (iii) any breach by Indemnitor of any Campaign-Specific Terms; (iv) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state, or local statutes, laws, ordinances, rules, and regulations, or industry standards, including without limitation, CAN-SPAM, California's Anti-Spam Act, CASL, the TCPA, the FTC Act, all FTC rules, regulations and guidelines, applicable credit card merchant guidelines, the Utah and Michigan "Child Protection Registry" laws, the CCPA, the GDPR and the UK Data Protection Act; and (v) any violation or alleged violation by Indemnitor of the rights of any third party. The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to stipulate to any judgment or settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the Parties. These obligations will survive any termination of the Terms.

11. LIMITATION OF LIABILITY. EXCEPT (I) AS TO THE OBLIGATIONS AND LIABILITIES ARISING OUT OF SECTION 7, SECTION 10, AND FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, AND BREACHES OF EXHIBITS A, B, AND/OR C, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE OR PROFITS) RESULTING FROM, ARISING OUT OF, OR RELATED TO ITS PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER, OR BREACH OF, THIS TERMS, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT (I) AS TO THE OBLIGATIONS AND LIABILITIES ARISING OUT OF SECTION 7, SECTION 10, AND FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, AND BREACHES OF EXHIBITS A, B, AND/OR C, EACH PARTY'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE AGGREGATE OF ALL AMOUNTS RECEIVED BY AFFILIATE FROM COMPANY HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY.

12. NON-SOLICITATION WITH ADVERTISERS. During the term of this Terms, and for a period of six (6) months thereafter, Affiliate will not participate in any performance-based advertising relationship with any Advertiser whose Campaigns are or were posted on the Company Site, unless a previously existing business relationship between Advertiser and Affiliate can be demonstrated to the reasonable satisfaction of Company. Both Parties agree and acknowledge that if Affiliate violates its obligations hereunder, Company will be entitled to damages in the amount of twenty-five percent (25%) of the gross revenues resulting from sales conducted by Advertiser through the advertising or marketing efforts of Affiliate.

13. DISCLAIMER OF WARRANTY. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT AFFILIATE WILL GENERATE FEES THROUGH THE AFFILIATE PROGRAM. THE AFFILIATE PROGRAM AND ALL CREATIVE ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CREATIVE, THE AFFILIATE PROGRAM, THE COMPANY SITE, THE TRACKING PLATFORM, CAMPAIGNS, ADVERTISEMENTS, SUPPRESSION LISTS, AND PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DISCLAIMS ALL WARRANTIES THAT THE AFFILIATE PROGRAM WILL MEET AFFILIATE'S REQUIREMENTS OR EXPECTATIONS AND THAT THE OPERATION OF THE AFFILIATE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

14. ASSIGNMENT. Except in connection with a merger, acquisition, or sale of all or substantially all of Affiliate's assets related to this Terms, Affiliate may not assign this Terms and its rights and obligations hereunder, and any attempted assignment in contravention of this provision shall be null and void and of no force or effect. Company may assign this Terms, and any and all rights granted hereunder, in its sole discretion, at any time, without Affiliate's consent.

15.5. NOTICES. All notices will be in writing and will be delivered by personal service, confirmed fax, confirmed email, express courier, or certified mail, return receipt requested, to the addresses designated from time to time by the Parties. Notice will be effective upon sending.

15.6. FORCE MAJEURE. Neither Party shall be deemed in default to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such Party.