



Yu LLC Terms & Conditions

This Affiliate Program Terms and Conditions (the "Agreement") is made and entered into by and between Yū LLC, ("Yū LLC" or "we"), and the party submitting an application to become a Yū affiliate ("Affiliate"). The terms and conditions contained in this Agreement apply to Affiliate's participation with the Affiliate Program. In connection with the Affiliate Program, Affiliate may see offers (each, an "Offer") by Yū or a third party (each such third party a "Client") that may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms that are incorporated as part of this Agreement. By submitting an application or participating in an Offer, Affiliate expressly consents to all the terms and conditions of this Agreement and the individual accepting this Agreement represents that he or she has the authority to bind the Affiliate to the terms of this Agreement. Enrollment in the Affiliate Program Affiliate must submit an Affiliate Program application from Yū. Affiliate must provide accurate and complete information in Affiliate's application. After Yū reviews Affiliate's application, Yū will notify Affiliate of Affiliate's acceptance or rejection to the Affiliate Program. Yū may accept or reject Affiliate's application at Yū's sole discretion for any reason. Obligations of the Parties Subject to Yū's acceptance of Affiliate as an affiliate and Affiliate's continued compliance with the terms and conditions of this Agreement, Yū agrees as follows: I. Yū will make available to Affiliate via the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which Affiliate may display on web sites owned or controlled by Affiliate, in emails sent by Affiliate and in online advertisements (collectively, "Media"). The Links will serve to identify Affiliate as a member of Yū's Affiliate Program and will establish a link from Affiliate's Media to the Program Web Site. II. Yū will pay Affiliate for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person (as determined by Yū), (iii) is not using pre-populated fields, (iv) completes all of the information required for such action within the time period allowed by Yū, and (v) is not later determined by Yū to be fraudulent, incomplete, unqualified or a duplicate user. III. Yū will pay Affiliate any Commissions earned on a monthly basis, provided that the total Commissions Yū owes you is greater than \$50. Accounts with a balance of less than \$50 will roll over to the next month and will continue to roll over monthly until the \$50 minimum is reached. Yū reserves the right to charge back to Affiliate's account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action. IV. Payment for Commissions is dependent upon Clients providing such funds to Yū, and therefore, Affiliate agrees that Yū shall only be liable to Affiliate for Commissions to the extent that Yū has received such funds from the Clients. V. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Yū in its sole

discretion. In the event that Affiliate disputes in good faith any portion of Comissions, Affiliate must submit that dispute to Yū in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims or challenges based upon that invoice. In the event that Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide Yū with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Yū's and Affiliate's reported statistics vary by more than 10% and Yū reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then Yū and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Yū's numbers shall govern. VI. If Affiliate has an outstanding balance due to Yū under this Agreement or any other agreement between the Affiliate and Yū, whether or not related to the Affiliate Program, Affiliate agrees that Yū may offset any such amounts due to Yū from amounts payable to Affiliate under this Agreement. Affiliate also agrees that: I. It has sole responsibility for the development, operation, and maintenance of, and all content on or linked to, the Media. II. All materials posted on the Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party, and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Yū informs Affiliate that it considers objectionable (collectively, "Objectionable Content"). III. It will not make any representations, warranties or other statements concerning Yū or Client or any of their respective products or services, except as expressly authorized herein. IV. The Media does not copy or resemble the look and feel of the Program Web Site or create the impression that the Media is endorsed by Yū or Clients or a part of the Program Web Site, without prior written permission from Yū. V. It will comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to its business, its Media or its use of the Links. VI. It will comply with the terms, conditions, guidelines and policies of any third-party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks. VII. It will always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personally identifiable information to Yū and Clients for use as intended by Yū and Clients. VIII. It will always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by Yū or Client, or as required by applicable laws regarding such Offers. IX. It will not place Yū ads on any online auction platform (i.e. eBay, Amazon, etc). X. Affiliate agrees that during the time that Affiliate is promoting Yū's products pursuant to the terms of this Agreement, and for a period of 180 days thereafter, Affiliate shall not promote any other similar products for any competitor of Yū, The following additional program-specific terms shall apply to any promotional programs set forth below: I. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or message or bulletin boards unless otherwise agreed by Yū in writing. Any pop-

ups/under used for the Affiliate Program shall be clearly identified as being served by Affiliate in the title bar of the window and any clientside ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to endusers prior to installation, the installation is pursuant to an affirmatively accepted and plain-English end user license agreement and the software be easily removed according to generally accepted methods. II. Affiliate Network Campaigns. For all Affiliates that maintain their own affiliate networks, Affiliate agrees to place the Links in its affiliate network (the "Affiliate Network") for access and use by those affiliates in the Affiliate Network (each a "Third Party Affiliate"). Affiliate agrees that it will expressly forbid any Third-Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Affiliate Network according to the highest industry standards. Affiliate shall not permit any party to be a Third-Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third-Party Affiliates must be in good standing with Affiliate. Affiliate must require and confirm that all ThirdParty Affiliates affirmatively accept, through verifiable means, the terms of this Agreement prior to obtaining access to the Links. Affiliate shall promptly terminate any Third-Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third-Party Affiliate with respect to the Links, Affiliate shall promptly disclose to Yū the identity and contact information for such Third-Party Affiliate. Affiliate shall promptly remove any Third-Party Affiliate from the Affiliate Program and terminate their access to future Offers of Yū in the Affiliate Network upon written notice from Yū. Affiliate shall remain liable for all acts or omissions of any Third-Party Affiliate. Confidentiality For purposes of the Agreement, "Confidential Information" shall mean all data and information, of a confidential nature or otherwise, disclosed during the term of the Agreement by one party ("Disclosing Party") to the other party ("Receiving Party"), as well as information that the Receiving Party knows or should know that the Disclosing Party regards as confidential including, but not limited to: I. a party's business plans, strategies, know how, marketing plans, suppliers, sources of materials, finances, business relationships, personally identifiable end-user information, pricing, technology, employees, trade secrets and other non-public or proprietary information whether written, oral, recorded on tapes or in any other media or format; II. the material terms of the Agreement; and III. any information marked or designated by the Disclosing Party as confidential. The Receiving Party agrees to hold all Confidential Information in trust and confidence and, except as may be authorized by the Disclosing Party in writing, shall not use such Confidential Information for any purpose other than as expressly set forth in the Agreement or disclose any Confidential Information to any person, company or entity, except to those of its employees and professional advisers: I. who need to know such information in order for the Receiving Party to perform its obligations hereunder; and II. who have entered into a confidentiality agreement with the Receiving Party with terms at least as restrictive as those set forth herein. Confidential information shall not include any information that the Receiving Party can verify with substantial proof that: I. is generally available to or known to the public through no wrongful act of the receiving party; II. was independently developed by the Receiving Party without the use of Confidential Information; or III. was disclosed to the Receiving Party by a third party legally in possession of such Confidential Information and under no obligation of confidentiality to the Disclosing Party. The Receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that the disclosing party shall be

further entitled to injunctive relief, without the requirement to post bond. Limited License & Intellectual Property Affiliate may not alter, modify, manipulate or create derivative works of the Links or any Yū graphics, creative, copy or other materials owned by, or licensed to, Yū in any way. Affiliate is only entitled to use the Links to the extent that Affiliate is a member in good standing of the Affiliate Program. Yū may revoke Affiliate's license any time by giving Affiliate written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant Affiliate any rights to any of Yū's trademarks, service marks, copyrights, patents or trade secrets. Affiliate agrees that Yū may use any suggestion, comment or recommendation Affiliate chooses to provide to Yū without compensation for any purpose. All rights not expressly granted in this Agreement are reserved by Yū.

Termination This Agreement shall commence on the date of Yū's approval of Affiliate's Affiliate Program application and shall continue thereafter until terminated as provided herein. Affiliate may terminate Affiliate's participation in the Affiliate Program at any time by removing all Links from Affiliate's Media and deleting all copies of the Links. Yū may terminate Affiliate's participation in one or more Offers or this Agreement at any time and for any reason which Yū deem appropriate with or without prior notice to Affiliate by disabling the Links or providing Affiliate with a written notice. Upon termination of Affiliate's participation in one or more Offers or this Agreement for any reason, Affiliate will immediately cease all use of and delete all Links, plus all Yū or Client intellectual property, and will cease representing yourself as a Yū or Client affiliate for such one or more Offers. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

Suspension In addition to any other rights and remedies available to Yū under this Agreement Yū reserves the right to delete any actions submitted through Affiliate's Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to Affiliate's account if (i) Yū determines that Affiliate has violated this Agreement, (ii) Yū receives any complaints about Affiliate's participation in the Affiliate Program which Yū reasonably believes is in violation this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Yū reserves the right to disclose Affiliate's identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by Affiliate's actions. Such suspension will be in addition to Yū's available rights and remedies.

Anti-Spam Policy Affiliate must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time, Yū may request - prior to Affiliate's sending emails containing linking or referencing the Affiliate Program that Affiliate submit the final version of Affiliate's email to Yū for approval by sending it to Affiliate's Yū representative and upon receiving written approval from Yū of Affiliate's email the email may be transmitted to third parties. It is solely Affiliate's obligation to ensure that the email complies with the Act. Affiliate agrees not to rely upon Yū's approval of Affiliate's email for compliance with the Act or assert any claim that Affiliate are in compliance with the Act based upon Yū's approval.

Fraud Affiliate is expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or

exceed Affiliate's permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using steal ware, cookie-stuffing and other deceptive acts or click-fraud. Yū shall make all determinations about fraudulent activity in its sole discretion.

Representations and Warranties The parties agree to the terms in the General Data Protection Regulation Data Processing Addendum, which is incorporated into this Agreement. Affiliate represents and warrants that: I. it has the power and authority to enter into and perform its obligations under the Agreement; II. at all times, the Media and Affiliate itself will comply with all applicable foreign, federal, state or local laws, rules, regulations and ordinances including, without limitation, the Gramm-Leach Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, CAN-SPAM, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Federal Communications Act, and all rules and regulations promulgated under any of the foregoing, as well as all applicable state laws including, without limitation, the California Financial Privacy Act and the Vermont Consumer Protection Act, and all rules and regulations promulgated under such state laws (collectively, "Laws"); III. it owns and/or has any and all rights in the Media as contemplated by the Agreement; IV. at all times, the Media and Affiliate itself will not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right; V. Affiliate has a reasonable basis for any and all claims made within the Media and possesses appropriate documentation to substantiate such claims; VI. Affiliate shall fulfill all commitments made in the Media; VII. No Media is targeted to end-users under the age of eighteen (18); VIII. prior to loading any computer program onto an individual's computer including, without limitation, programs commonly referred to as adware and/or spyware, and cookies, Affiliate shall provide clear and conspicuous notice to, and shall obtain the express consent of, such individual to install such computer program and/or cookies; IX. the Media does not and will not: I. contain any misrepresentations or content that is defamatory; I. contain content that is violent, obscene, offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive; II. promote or support gambling or sweepstakes or contests; or III. contain any "worm," "virus" or other device that could impair or injure any person or entity; II. Affiliate is not, nor is Affiliate acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"); and III. Affiliate is not, nor is Affiliate acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time.

Modifications In addition to any notice permitted to be given under this Agreement, Yū may modify any of the terms and conditions of this Agreement at any time by providing Affiliate with a notification by email. The changes will become effective ten (10) business days after such notice. If the modifications are unacceptable to Affiliate, Affiliate may terminate this Agreement without penalty solely on the account of such termination within such ten (10) business day period. Affiliate's continued participation in this Affiliate Program ten (10) business days after a change notice has been posted will constitute Affiliate's acceptance of such change. In addition, Yū may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly

implement any request from Yū to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program. Independent Investigation Affiliate acknowledges that it has read this Agreement and agrees to all its terms and conditions. Affiliate has independently evaluated the desirability of participating in the Affiliate Program and each Offer and is not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program. Indemnification Affiliate shall irrevocably defend, indemnify and hold Yū and Clients and each of their respective employees, officers, directors, members, managers, shareholders, contractors and agents harmless from and against any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) arising out of or related to any allegation, claim or cause of action, involving: I. Affiliate's breach of the Agreement; II. the Media; and/or III. any claim that Yū is obligated to pay any taxes in connection with Affiliate's participation hereunder. Disclaimers THE AFFILIATE PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO AFFILIATE "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, YŪ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. YŪ DOES NOT WARRANT THAT THE AFFILIATE PROGRAM OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE AFFILIATE PROGRAM OR LINKS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. YŪ EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. YŪ DOES NOT GUARANTEE THAT AFFILIATE WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS. Limitation of Liability IN NO EVENT SHALL YŪ BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF YŪ. IN NO EVENT WILL YŪ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT YŪ HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. YŪ'S CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY YŪ IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM. Force Majeure Other than with respect to payment obligations arising hereunder, neither party will be liable, or be considered to be in breach of this Agreement, on account of such party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or Affiliate Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event. Governing Law & Miscellaneous I. Assignment. Affiliate may not assign, transfer

or delegate any of its rights or obligations under the Agreement without the prior written consent of Yū, and any attempts to do so shall be null and void; provided, however, that either party may assign the Agreement or any portion hereof/thereof, to: I. an acquirer of all or substantially all of such party's equity, business or assets; I. a successor in interest whether by merger, reorganization or otherwise; or II. any entity controlling or under common control with such party. II. Choice of Law/Venue. The Agreement shall be construed in accordance with and governed by the laws of the State of Utah. In the event that any suit, action or other legal proceeding shall be instituted against either party in connection with the Agreement, the exclusive jurisdiction for any such suit, action or legal proceeding shall be the state or federal courts located in the State of Utah, County of Utah, and each party hereby submits to a court of competent jurisdiction located in Utah county, Utah, and further agrees to comply with all the requirements necessary to give such court jurisdiction. III. Non-Waiver/Severability. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision contained in the Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the real intention of the parties, and the remaining provisions of the Agreement will remain in full force and effect. IV. Relationship of the Parties. The parties hereto are independent contractors. There is no relationship of partnership, agency, employment, franchise or joint venture between the parties. Neither party has the authority to bind the other, or incur any obligation on its behalf. V. This Agreement sets forth the entire understanding between the parties hereto relating to the subject matter hereof and cannot be changed, modified, amended or terminated except by an instrument in writing executed by both Recipient and Discloser. The headings and captions used herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this agreement. VI. No waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof. Except as otherwise provided in this agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy. VII. Neither Party may assign, transfer or delegate any of its rights hereunder without the prior written consent of the other party. VIII. This Agreement shall be governed by the laws of the State of Utah applicable to contracts made and to be wholly performed in the State of Utah (without regard to choice of law). The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Utah, County of Utah. In the event of litigation between the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover court costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such a party in connection with such action. IX. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, either such provision will be deemed amended to conform to such laws or regulations without materially altering the intention of the parties or it shall be stricken and the remainder of this Agreement shall remain in full force and effect. X. This Agreement may be signed in counterparts and by any form of electronic imaging or digital signature, all of which shall constitute originals. Such signatures will

be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. Any single counterpart or a set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original agreement for all purposes. By submitting and application to Affiliate Program, Affiliate affirms and acknowledges that Affiliate has read this Agreement in its entirety and agrees to be bound by all of its terms and conditions. If Affiliate does not wish to be bound by this Agreement, Affiliate should not submit an application to Affiliate Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.