

Affiliate Agreement

Effective Date: November 9th, 2019

Primary Website: <https://ucprivatecourses.com/>

THE AGREEMENT: This Affiliate Agreement (hereinafter called the "Agreement") is provided by the following organization, hereinafter referred to as "Company": UCSolutions. Our primary website is located at the address listed above. The Agreement is a legal document between you and the Company that describes the affiliate relationship we are entering into. This Agreement covers your responsibilities as an affiliate and our responsibilities to you. Please ensure you read and understand the entirety of this document, as well as have a lawyer's assistance if you desire, because each of the terms of this Agreement are important to our working relationship.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: As we describe above, we'll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
- b) You, the Affiliate: You will be referred to as the "Affiliate." You'll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."
- d) Affiliate Program: The program we've set up for our affiliates as described in this Agreement.
- e) Affiliate Application: The fully completed form which must be provided to us for consideration of your inclusion in the Affiliate Program.
- f) Website: The primary website we've noted above will be referred to as Website.

2) ASSENT & ACCEPTANCE

By submitting an application to our Affiliate Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the website immediately and do not submit an application to our Affiliate Program. This Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policies, End-User License Agreements, or other legal documents which we may have on our website.

3) AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Affiliate Program or use this Website. By submitting an application to our Affiliate Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

4) PROGRAM SIGN-UP

In order to sign up for our Affiliate Program, you will first be asked to submit an Affiliate Application to join. The Affiliate Application may be found at the following website:
<https://ucprivatecourses.com/index.php/affiliate-area/>.

Submitting an Affiliate Application does not guarantee inclusion in the Affiliate Program. We evaluate each and every application and are the sole and exclusive decision-makers on Affiliate acceptance. If we choose not to allow your inclusion in the Affiliate Program, we will attempt to notify you in a reasonable manner. If you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, but please be advised we may reject applicants for any reason or manner, including but not limited to a website or social media page which violates our Acceptable Use Policy.

If your Affiliate Application is rejected, you may not reapply. If your Affiliate Application is accepted, each of the terms and conditions in this Agreement applies to your participation. We may also ask for additional information to complete your Affiliate Application or for you to undertake additional steps to ensure eligibility in the Affiliate Program.

5) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar affiliate program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

6) AFFILIATE PROGRAM

After your acceptance in the Affiliate Program, you must ensure your account is set up thoroughly, including specific payout information and location (such as a bank or online account which we may use to post payment).

Please be advised the below is a general description of the Affiliate Program. Everything contained in this subsection is subject to the specific terms and conditions throughout the rest of this Agreement.

We will provide you with a specific link or links which correspond to certain products we are offering for sale (collectively, the "Link"). The Link will be keyed to your identity and will send online users to the Company's website or websites. You hereby agree to fully cooperate with us regarding the Link and that

you will explicitly comply with all of the terms of this Agreement for the promotion of the Link at all times. We may modify the specific link or links and will notify you if we do so. You agree to only use links which are prior approved by us and to display the Link prominently on your website or social media page, as described in your Affiliate Application (collectively, the "Affiliate Site").

Each time a user clicks through the Link posted on the Affiliate Site and completes the sale of the product or service and we determine it is a Qualified Purchase, as described below, you will be eligible to receive the following percentage of the sale: 10% (ten percent).

7) SPECIFIC TERMS APPLICABLE

We will determine whether payout is permissible in our sole and exclusive discretion. We reserve the right to reject clicks and/or sales that do not comply with the terms of this Agreement.

Processing and fulfillment of orders will be our responsibility. We will also provide real-time data regarding your account with us through the portal on which you log into the website.

As described above, in order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) Must not be referred by any other partner or affiliate links of the Company (in other words, Qualified Purchases are only available through your specific Affiliate Link;
- b) May not be purchased by an already-existing partner or affiliate of the Company;
- c) May not be purchased prior to the Affiliate joining the Affiliate Program;
- d) May only be purchased through a properly-tracking Affiliate Link;
- e) May not be purchased by a customer in violation of any of our legal terms or Acceptable Use Policy;
- f) May not be fraudulent in any way, in the Company's sole and exclusive discretion;
- g) May not have been induced by the Affiliate offering the customer any coupons or discounts;

8) PAYOUT INFORMATION

Payouts will only be available when the Company has your current address information as well as accounting and tax documentation. You will be asked to submit a W8/W9 tax form. Accounting information may include the routing and account number of a bank where you wish to post a direct deposit or may include an email address for an online method of payment.

Currently, the Company employs the following methods of payout:

Direct Deposit

For any changes in your address or accounting information, you must notify us immediately and we will endeavor to make the changes to your payout information as soon as possible.

Payouts will be available the month or period after they accrue. For example, if payouts are made every 15 days, an entire 15 day period must finish for the payout of that period to be available in the following period.

We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified.

Payouts are also subject to the following restriction:

- a) Payouts are only available after you have been working with us at least the following amount of time: 4 weeks.

For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

9) REPORTS

You may log into your account with us to review reports related to your affiliation, such as payout reports and Qualified Click and/or Purchase information. Please be advised however, that not all listed qualifying clicks and/or purchases have been fully reviewed for accuracy in the reports viewable by you in real-time and therefore may be subject to change prior to payout.

10) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. It can be terminated by either Party at any time with or without cause.

You may only earn payouts as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination.

If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout.

We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

11) INTELLECTUAL PROPERTY

You agree that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company ("Company IP").

Subject to the limitations listed below, we hereby grant you a non-exclusive, non-transferable, revocable license to access our websites in conjunction with the Affiliate Program and use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Affiliate Site to send customers to the Affiliate links we provide. You may not modify the Company IP in any way and you are only permitted to use the Company IP if you are an Affiliate in good standing with us.

We may revoke this license at any time and if we find that you are using the Company IP in any manner not contemplated by this Agreement, we reserve the right to terminate this Agreement.

Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

Please be advised that your unauthorized use of any Company IP shall constitute unlawful infringement and we reserve all of our rights, including the right to pursue an infringement suit against you in federal court. You may be obligated to pay monetary damages or legal fees and costs.

You hereby provide us a non-exclusive license to use your name, trademarks and servicemarks if applicable and other business intellectual property to advertise our Affiliate Program.

12) MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

- a) To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

13) RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

14) ACCEPTABLE USE

You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Affiliate Program in any way that could damage our websites, products, services, or the general business of the Company.

a) You further agree not to use the Affiliate Program:

I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

II) To violate any intellectual property rights of the Company or any third party;

III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV) To perpetrate any fraud;

V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) To publish or distribute any obscene or defamatory material;

VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others.

15) AFFILIATE OBLIGATIONS & FTC COMPLIANCE

You are responsible for ensuring operation and maintenance of the Affiliate Site, including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that the Affiliate Site does not infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.

We may monitor your account, as well as clicks and/or purchases coming through your account. If we determine you are not in compliance with any of the terms of this Agreement, we have the right to immediately terminate your participation in the Affiliate Program.

We require all of our Affiliates to comply with all applicable statutes, regulations, and guidelines set by the federal government, through the Federal Trade Commission, as well as state and local governments as mandated. The Federal Trade Commission requires that affiliate relationships, such as the relationship

between you and the Company, be disclosed to consumers.

We recommend that you seek independent legal counsel to advise you of our obligations to disclose in this manner.

You are required to post a conspicuous notice on your website regarding the Affiliate Program. The notice does not have to contain the precise words as the example given below, but should be similar:

We engage in affiliate marketing whereby we receive funds through clicks to our affiliate program through this website or we receive funds through the sale of goods or services on or through this website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

We also require you to comply with any and all applicable data privacy and security laws and regulations, including all of those which may impact your country of residence or your visitors. Such regulations include, but are not limited to, any applicable laws in the United States or the General Data Protection Regulation of the European Union. We also require that you implement adequate organizational and technical measures to ensure an appropriate level of security for the data that you process. Further, you hereby agree to comply with any requests which we may make to you regarding compliance with the General Data Protection Regulation or requests which you may receive from data subjects.

If we find you are not in compliance with any of the requirements of this subpart, we may terminate our relationship with you at our sole and exclusive discretion.

16) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services;
- b) Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

17) DATA LOSS

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Affiliate Program is at your own risk.

18) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us

harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

19) SPAM POLICY

You are strictly prohibited from using the Affiliate Program for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

20) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Affiliate Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

21) SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Affiliate Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

22) NO WARRANTIES

You agree that your use of the Affiliate Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Affiliate Program will meet your needs or that it will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Affiliate Program is your sole responsibility and that the Company is not liable for any such damage or loss.

23) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Affiliate Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

24) GENERAL PROVISIONS:

A) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

B) **JURISDICTION, VENUE & CHOICE OF LAW:** Through your participation in the Affiliate Program, you agree that Maryland shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Montgomery County, Maryland. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Montgomery County. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Maryland. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

E) **SEVERABILITY:** If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) **NO WAIVER:** In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.

G) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) **FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

I) **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address: videos@urbancastlesolutions.com.