

Seamless.AI US Affiliate Agreement

Last Updated on July 14, 2023

This Affiliate Agreement (“**Agreement**”) governs Your application for, and any subsequent participation in, the Seamless.AI Affiliate Program described herein (the “**Program**”). By applying to or participating in the Program and/or clicking “I Accept the Terms” or checking a box marked “Confirm,” “I Agree,” or similar, and/or submitting Your Affiliate Application (“**Application**”), You accept the terms of this Agreement, You signify that You have read and understand this Agreement, and You agree that You are bound by its terms, including all terms incorporated herein by reference. Persons and entities not located in the continental United States, Alaska, and Hawaii are not eligible to participate in the Program.

This Agreement applies to each individual or entity (“**Affiliate**,” “**You**,” or “**Your**”) participating in the Program, which is operated by Seamless Contacts Inc. doing business as Seamless.AI. (“**Seamless.AI**,” “**Us**,” “**We**,” or “**Our**”). We and You are each referred to herein as a “Party,” and collectively as the “**Parties**.” This Agreement complements, and hereby incorporates by this reference, Seamless.AI’s Terms of Use, currently available at <https://seamless.ai/policies>, which may be updated from time to time (“**Terms of Use**”). In the event of any conflict or inconsistency between the Terms of Use and this Agreement, this Agreement will control to the extent of such conflict or inconsistency.

If You are a company, organization, or other entity, then (a) You are solely responsible for all acts and omissions of your employees, contractors, agents, and other representatives (collectively, “**Affiliate Representatives**”), and any act or omission by an Affiliate Representative that would constitute a breach of this Agreement if taken by You will be deemed a breach of this Agreement by You; and (b) You will make each Affiliate Representative aware of this Agreement’s provisions, as applicable to such Affiliate Representative, and You will cause each Affiliate Representative to comply with such provisions.

Terms	Definition
Qualifying Accounts	Excludes Seamless.AI customers and accounts in an open pipeline status (active opportunity). Qualifying accounts exclude existing Seamless.AI users, Former and current Seamless.AI customers, and accounts that are currently

	<p>engaged in our sales process.</p> <p>Commissions will be paid only to affiliates who refer qualified users who agree to monthly, quarterly, bi-yearly or yearly payment terms in order to qualify for rewards. All Seamless.AI licenses are yearly commitments.</p>
Closing Date of Qualified Purchase	Within 6 months of the Referral Date
Commission Rate	20-40% Annual Contract Value
Payment Timing	Net 45 from the start date of the Qualified Purchase

1. **APPLICATION.** You agree to provide any information We request in connection with the Affiliate Application, and You affirm that the information You provide is true and accurate. We reserve sole and exclusive discretion to determine whether You are approved to participate in the Program. Not everyone who applies for the Program will be approved. Once We approve You to be a participant in the Program (an “**Affiliate**,” or “**Affiliate Representative**”), You will become eligible to receive compensation rewards as set forth herein.
2. **CONSENT TO BE CONTACTED.** You expressly consent to be contacted, at the email address and the phone number You provide in Your Application, about Your Application and the Program, including through automated dialing systems, texts, and pre-recorded messages. Your consent is a material condition of this Agreement and may only be revoked by You in writing.
3. **ENROLLMENT.** To apply for participation in the Program, you must: (a) agree to this Agreement; (b) submit an application to participate in the Program; and (c) maintain a valid PartnerStack account (www.partnerstack.com). Your use of the PartnerStack platform will be subject to separate terms made available by PartnerStack, and will not be governed by this Agreement. After Your completion of the enrollment requirements described in this Section, You may be accepted into, and enrolled in, the Program. Acceptance into the Program may be granted, denied, or withheld in Our sole discretion. Seamless.AI reserves the right to re-evaluate Your enrollment in the Program at any time, and reserves the right to terminate this Agreement and/or Your participation in the Program at any time, for any or no reason, upon notice to You. If You complete the enrollment requirements described in this Section on behalf of a company, organization, or

other entity, then (i) each of “Affiliate,” “You,” and “Your,” as used in this Agreement, includes You and that entity, and (ii) You represent and warrant that You are an authorized representative of that entity with the authority to bind that entity to this Agreement, and that You agree to this Agreement on the entity’s behalf.

4. **ELIGIBILITY.** This is a contract between You and Seamless.AI. You may participate in the Program only if You can form a binding contract with Seamless.AI, and only in compliance with Applicable Law. The Program is not available to You if You were previously removed from this Program or similar by Seamless.AI. By participating in the Program, You represent and warrant that (a) You are not located in, and have no presence in or ties to, a country that is subject to a U.S. Government embargo, that is under sanction by the Office of Foreign Assets Control (“OFAC”), or that has been designated by the U.S. Government as a “terrorist supporting” country (each such country, a “Prohibited Country”); and (b) You are not listed on any U.S. Government list of prohibited or restricted parties. Participation in the Program in breach of the foregoing is prohibited. You will not advertise to, or otherwise engage in commercial activities with, persons or businesses residing in Prohibited Countries.

5. **AFFILIATE FEES.**

- a. **General.** If and when You are accepted into, and enrolled in, the Program, You will receive a unique URL (“**Affiliate Link**”) that You may display on Your website(s), social media page(s), and/or other applicable channel(s) (collectively, including the content contained therein, “**Affiliate Channels**”), subject to the terms and conditions of this Agreement and any other guidelines We may make available from time to time.

Subject to the terms and conditions of this Agreement, for each entity that, within ninety (90) days of clicking on Your Affiliate Link, subscribes to a paid plan for Seamless.AI services, described at <https://seamless.ai/pricing> (each such entity, a “Customer,” and, each such paid plan, a “Subscription”), Each Customer must be identified to Your Program ID by a cookie placed on their browser or other tracking method We may elect to use. In the event that a Customer has more than one cookie, the most recently acquired cookie will determine which Affiliate is credited with a Sale. If the cookie does not identify the Customer, no commission will be paid. The Customer must remit payment according to their contract terms following the Sale in order for you to be eligible for an Affiliate Fee. You will only receive one Affiliate Fee for each Customer. Affiliate Fees shall be paid only to affiliates who refer qualified users who agree to monthly, quarterly, bi-yearly or yearly payment terms. Affiliate Fees will be paid on the 15th of each month following our receipt of payment for a Customer’s account, subject to the other terms of this Agreement. In the event the 15th of each month falls on a weekend

or holiday, Affiliate Fees will be paid on the business day following the weekend or holiday. All Affiliate Fees are based on the amount of fees we actually received less sales taxes. You will receive a portion of the revenue actually received by Seamless.AI for the Subscription's first year, excluding any applicable taxes, refunds, chargebacks, reversals, costs of collection, and the like ("Affiliate Fee").

b. ***Dashboard.*** If and when You are accepted into, and enrolled in, the Program, You will receive access to a dashboard designed to assist You in tracking clicks on Your Affiliate Link, Subscriptions purchased by Customers, and Your eligibility for Affiliate Fees (the "Dashboard"). The Affiliate Fee for which You may be eligible may vary according to the Subscription purchased by the applicable Customer; please refer to the Dashboard to review details regarding Affiliate Fee(s) for which You may be eligible. Affiliate Fees shall be paid only to affiliates who refer qualified users who agree to monthly, quarterly, bi-yearly or yearly payment terms. For clarity, any payments made by a Customer to Seamless.AI for products and/or services other than the Subscription (including, without limitation, support, implementation, and/or training services) are not eligible for, and will not be included in the calculation of, Affiliate Fees. You will not be entitled to any reimbursement of any expenses, or for any payment or compensation of any type, other than the Affiliate Fees, if any.

6. LIMITATIONS. Notwithstanding anything to the contrary in this Agreement:

- a. You will not be entitled to Affiliate Fees, and Seamless.AI will be under no obligation to pay any Affiliate Fees to You, if such payment would constitute a violation of any Applicable Law, or if We deem, in our sole discretion, that You violated this Agreement;
- b. You will not be entitled to Affiliate Fees, and Seamless.AI will be under no obligation to pay any Affiliate Fees to You, if the Customer is a past or current customer of any Seamless.AI products and/or services at the time of such Customer's clicking on your Affiliate Link, or if Seamless.AI has already been, at the time of such Customer's clicking on your Affiliate Link, engaged in communications with such Customer;
- c. You will not be entitled to Affiliate Fees, and Seamless.AI will be under no obligation to pay any Affiliate Fees to you, in connection with any entity You may have referred to Seamless.AI outside of the Program and/or using any means other than Your Affiliate Link;
- d. You will cease accruing rights to Affiliate Fees effective upon the earliest of: (A) the one-year anniversary of the applicable Subscription, (B) the termination of this Agreement, and/or (C) the termination of Your participation in the Program (whether You withdraw from the Program, or We terminate Your participation); and

- e. The Affiliate Fee will be attributable only to the last Affiliate Link on which the applicable Customer clicked before purchasing the Subscription. For example, if a prospective Customer clicks on an Affiliate Link provided by Affiliate X, but then clicks on an Affiliate Link provided by Affiliate Y and purchases a Subscription, then Affiliate Y will receive the full Affiliate Fee applicable to such Subscription, even if the Subscription purchase is within thirty (30) days of the date on which such Customer clicked on Affiliate X's Affiliate Link and Affiliate X meets all other conditions set forth in this Agreement regarding Affiliate Fees. Affiliate Fees will not be split or transferred under any circumstances.
7. **PAYMENT OF AFFILIATE FEES.** Subject to the terms and conditions of this Agreement, the Affiliate Fee applicable to each Customer will be initiated forty-five (45) days after the commencement of such Customer's Subscription (except that Affiliate Fees may not be initiated on holidays and weekends, in which case they will be initiated on or about the next business day), and will be remitted to Partnerstack where funds will be made available to You. The foregoing timelines are estimates only, and Seamless.AI does not guarantee that Affiliate Fees will be initiated or available to You in accordance with such estimated timelines. You hereby release Seamless.AI from any and all claims, actions, demands, liabilities, losses, damages (whether direct, indirect, incidental, consequential, or otherwise), judgments, settlements, costs, and expenses (including reasonable attorneys' fees) of every kind and nature, known and unknown (collectively, "Losses"), arising out of or related to a payment (or pending payment) of Affiliate Fees that does not meet the foregoing estimated timelines.
- a. **Processing.** Affiliate Fees are up for processing according to a monthly cadence. For example, if Customer A pays Seamless.AI for a monthly Subscription, you will be entitled to Affiliate Fees for each of the first twelve (12) consecutive months during which Customer A pays for such Subscription; if Customer B pays Seamless.AI for an annual Subscription, you will be entitled to one payment of Affiliate Fees (in each case, provided that all other conditions set forth in this Agreement regarding Affiliate Fees are met).
 - b. You will only receive Affiliate Fees if the Customer pays Us. If payment for a Customer later results in a refund or chargeback, and if an Affiliate Fee was paid to You, the amount of that Affiliate Fee will be deducted from any Affiliate Fee You earn in the future. If We determine, in our sole and exclusive discretion, that any Customer was procured fraudulently or as a result of any violation of this Agreement or applicable law, You will receive no Affiliate Fee for such Customers, and You agree that any Affiliate Fees already paid for Customers procured fraudulently or in violation of this

Agreement or applicable law shall be deducted from Your future Affiliate Fees and that We may terminate this Agreement immediately without any liability to You.

- c. **Taxes.** You are solely responsible for all taxes, duties, excises, and other charges imposed by any government entity, and for any and all reporting requirements, related to Your Affiliate Fees. Seamless.AI may withhold from any amounts due to You hereunder (or, when appropriate, invoice You for) any applicable taxes, refunds, chargebacks, reversals, costs of collection, and the like that are assessed against Seamless.AI at any time in connection with Affiliate Fees. Notwithstanding anything to the contrary herein, you may be required to provide information and/or to complete and provide tax documentation (including, without limitation, a completed IRS Form W-9 or W-8BEN) as a condition to receiving Affiliate Fees, and You will provide any and all information and/or documentation reasonably requested by Seamless.AI to comply with any tax reporting obligations of any jurisdiction. You understand and acknowledge that Seamless.AI may issue a Form 1099 at its sole discretion, and that in the event of such issuance, You must complete and return any Form 1099 to Seamless.AI.

8. Program Rules.

- a. **Compliance with Laws.** You represent and warrant that, in connection with Your participation in the Program, You, the Affiliate Channel(s), and any advertising materials and/or other materials You create, author, and/or use in connection with the Program do not and will not violate any applicable federal, state, local, international, or foreign law (including any law arising under common law), statute, regulation, rule, or guideline (including any guideline created and/or enforced by a self-regulatory organization), including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (together, “Privacy Laws”); the CAN-SPAM Act and the Telephone Consumer Protection Act; the U.S. Federal Trade Commission’s (“FTC”) Guides Concerning the Use of Endorsements and Testimonials in Advertising (available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revised-endorsementguides.pdf>) and guidance on Cross-Device Tracking (available at https://www.ftc.gov/system/files/documents/reports/cross-device-tracking-federal-trade-commission-staff-report-january-2017/ftc_cross-device_tracking_report_1-23-17.pdf); the Digital Advertising Alliance’s

Self-Regulatory Principles for Online Behavioral Advertising, Principles of Transparency and Control to Data Used Across Devices, and Self-Regulatory Principles to the Mobile Environment (available at <https://digitaladvertisingalliance.org/principles>); and all applicable sanctions programs administered by, and restrictions imposed by, OFAC, in each case as may be amended or updated from time to time (collectively, “Applicable Law”). Without limiting the generality of the foregoing, if You choose to promote Subscriptions via email campaigns, You represent and warrant that You will comply with the CAN-SPAM Act of 2003 (Public Law No. 108-187), including by, among other things, providing the option to unsubscribe from future emails in all email messages and making it clear that You are the sender of the email and not acting at the direction of Seamless.AI.

- b. **General Restrictions.** You represent and warrant that:
- i. You will use your Affiliate Link without manipulation or modification of any kind;
 - ii. You will not engage in any behaviors that are fraudulent, abusive, or harmful to Seamless.AI (including, without limitation, the Site (as defined below)) and/or the Program, as determined by Us in our sole discretion;
 - iii. no Affiliate Channel will in any way copy, resemble, or mirror the look and feel of Seamless.AI’s website, currently available at seamless.ai (including any successor and related sites, the “Site”), and You will not use any means to create the impression that any Affiliate Channel is the Site or any part of the Site, including by framing of the Site in any manner;
 - iv. You will not engage in cookie stuffing or include pop-ups or false or misleading links on any Affiliate Channel, and You will not attempt to mask the referring URL information (i.e., the page from which the click is originating);
 - v. You will not use Your Affiliate Link to purchase a Subscription (A) if You are an entity, for Yourself or Your parent, subsidiary, or affiliate, or (B) if You are an individual, for Yourself, Your employer, or any other organization to which You provide services;
 - vi. if You are an individual, You will not send Your Affiliate Link or any marketing messages in connection with the Program to any third party via SMS or text message;
 - vii. You will not use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain (also known as cloaking);

- viii. You have express permission and all necessary rights to use reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of (as applicable) any and all materials (such as text, images, graphics, illustrations, logos, trademarks, and service marks) that are owned by third parties and that You use in connection with the Program and/or the Affiliate Channel(s);
- ix. No Affiliate Channel, nor any advertising materials and/or other materials You create, author, and/or use in connection with the Program, does or will infringe on Our or anyone else's copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights (collectively, "Intellectual Property Rights"), publicity rights, privacy rights, or other rights;
- x. You will not send unsolicited bulk-emails (spam) that contain Your Affiliate Link or otherwise in connection with the Program;
- xi. You will not display Your Affiliate Link on sites and/or apps that contain or reference, and no Affiliate Channel nor any advertising materials and/or other materials You create, author, and/or use in connection with the Program will contain or reference, nudity, pornography or other sexually explicit materials; weapons or graphic violence (including any violent video game images); alcohol, drugs, tragedy, transportation accidents, sensitive social issues, fake news, or gambling; or content that is offensive, obscene, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), that is solicitous of any unlawful or offensive behavior, or that may create a risk or threat of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person or animal, in each case as determined by Us in Our sole discretion;
- xii. You will not offer any discount, coupon, free trial, promo code, or other promotional offer in relation to the Program or any Subscription that is not expressly authorized by Seamless.AI in writing in advance;
- xiii. No Affiliate Channel, nor any advertising materials and/or other materials You create, author, and/or use in connection with the Program, does or will contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to, or are likely to, damage, interfere with,

- surreptitiously intercept, or expropriate any system, data, or Personal Information (as defined below);
- xiv. No Affiliate Channel, nor any advertising materials and/or other materials You create, author, and/or use in connection with the Program, does or will contain software, or use technology, that attempts to intercept, divert, or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate payments from another website, including, without limitation, toolbars, browser plug-ins, extensions, and add-ons; and
 - xv. Unless otherwise agreed upon in writing by Seamless.AI, You will not promote any Seamless.AI products or services through a sub-affiliate network.

9. Pay-Per-Click (“PPC”) Restrictions.

- a. **Restricted Terms.** means the following terms: Seamless, Seamless.AI, Seamless AI, any variations or alternative spellings of the foregoing, and any of the foregoing accompanied by “coupon,” “discount code,” “discount,” “promo code,” “promo,” “sale(s),” and/or “deal(s).”
 - i. You may not bid on any Restricted Terms, including any variations or alternative spellings thereof, for search or content-based campaigns on Google, Bing, MSN, Yahoo, Facebook, or any other network.
 - ii. You may not use any Restricted Terms, including any variations or alternative spellings thereof, in sequence with any other keyword.
 - iii. You may not use any Restricted Terms in your ad title, ad copy, or display name, or as the display URL of any Affiliate Channel.
 - iv. You may not use any of our trademarked terms as part of the domain or subdomain for any Affiliate Channel.
 - v. You may not direct link to the Site from any PPC ad, nor use redirects that yield the same result. Prospective Customers must be directed to an actual page on an Affiliate Channel.
 - vi. We have a strict zero-tolerance policy on PPC trademark bidding. If You violate this Section 9, You will forfeit any and all Affiliate Fees attributable, directly or indirectly, to the violation; Your Affiliate

Fee balance may be set to \$0 without warning; and We may terminate Your participation in the Program, in Our sole discretion, upon notice to You.

10. Social Media Guidelines. You represent and warrant that, to the extent You advertise or promote Subscriptions on Facebook, Twitter, Instagram, YouTube, Pinterest, TikTok, and/or other social media platforms (collectively, “Social Media Platforms”):

- a. You will NOT create any Social Media Platform accounts, forums, or groups (including, without limitation, Facebook Groups) that include any of Our names, trademarks, service marks, or logos in the page/group/forum name and/or username; and
- b. whenever You post your Affiliate Link or any content about Seamless.AI, the Program, and/or Our products and services, including, without limitation, Subscriptions, on Social Media Platforms, You will include at least one of the following the following: “Sponsored,” “Ad,” “Paid Ad,” or “Advertisement,” with or without a hashtag symbol (e.g., “#sponsored”).

11. Privacy Restrictions. Without limiting the generality of Section 8.1 above, You represent and warrant that You will respect the privacy of all individuals with whom You interact (including, without limitation, representatives of Customers and of prospective Customers) and be transparent about Your data collection and use practices, including by:

- a. not collecting Personal Information about any individual unless You have provided notice to, and obtained any applicable consent of, the individual in question, in each case in accordance with Applicable Law. “**Personal Information**” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household (including, without limitation, names, email

- addresses, and phone numbers), or “personal information” or “personal data,” as those terms are defined under applicable Privacy Laws;
- b. not, under any circumstances, engaging in “scraping” or any other form of automated data collection to collect Personal Information; and
 - c. not contacting people with promotional materials unless they have consented, as applicable, to being contacted through the medium You use, and You do so in accordance with Applicable Law.

Additionally, You will promptly notify Seamless.AI in the event of any Privacy Incident, and You will promptly and fully cooperate with Seamless.AI in the event that Seamless.AI escalates to You, or requests Your cooperation with respect to, any Privacy Incident. A “**Privacy Incident**” means any confirmed or reasonably suspected accidental, unlawful, or unauthorized collection, processing, destruction, loss, alteration, or disclosure of, or access to, Personal Information by You or on Your behalf, and includes, without limitation, any allegation that You have not properly provided notice with respect to, or have not properly obtained consent to, collect Personal Information; or that You engaged in phone calls or email messages, or collected data, in a manner inconsistent with Your privacy policy, this Agreement, and/or Applicable Law.

12. Without limiting the generality of Section 8.1 above, You represent and warrant that You will include a disclosure statement that is in compliance with all FTC Guidelines (each, a “**Material Connection Disclosure Statement**”) within any and all Affiliate Channels and any other content that includes Your Affiliate Link. Each Material Connection Disclosure Statement will clearly and concisely state that We may compensate You in connection with Your participation in the Program. You further represent and warrant that any statements You make about Seamless.AI, the Program, and/or Our products and services, including, without limitation, Subscriptions, will reflect Your honest opinions, beliefs, and/or experiences, and will not be false, misleading, or unsupported. Each

Material Connection Disclosure Statement You make will adhere to the following guidelines:

- a. each Material Connection Disclosure Statement will appear as close as possible to the claim(s) to which it relates;
- b. each Material Connection Disclosure Statement will be placed above the fold such that scrolling is not necessary to find the Material Connection Disclosure Statement; and
- c. no Material Connection Disclosure Statement will be in the form of a pop-up.

The “**FTC Guidelines**” include, without limitation, the FTC’s “**Dot Com Disclosures**” guidelines (available at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf>), the FTC’s Endorsement Guides (available at <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>), the FTC’s Native Advertising guidelines (available at <https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>), and any other applicable FTC guidelines that are available or become available from time to time, in each case as may be amended or updated from time to time.

13. Maintenance of Affiliate Channels. The maintenance and the updating of the Affiliate Channel(s) will be Your sole responsibility. We have the right to monitor the Affiliate Channel(s) at any time to determine their compliance with the terms and conditions of this Agreement. We may notify You of any changes to the Affiliate Channel(s) that must be made for Your participation in the Program to continue. If You do not promptly make the requested changes to the Affiliate Channel(s), We may terminate Your participation in the Program, effective immediately upon written notice to You.

14. Audits. You will maintain accurate and complete records relating to Your conduct in connection with the Program during Your participation in the Program and for three (3) years thereafter. Upon request, You will enable Seamless.AI or its designated service provider to audit Your records and other relevant materials to verify Your compliance with this Agreement and any other guidelines We may make available from time to time. In addition, You will promptly provide such records and other materials, as well as other cooperation and assistance, as may be reasonably requested by Seamless.AI from time to time. You will promptly notify Seamless.AI in writing of any inquiry received by You from any news media, reporter, publication, trade association, or governmental authority, and of any complaints or allegations of wrongdoing received by You, with regard to Seamless.AI, the Program, or Your conduct under this Agreement and/or in connection with the Program.

15. Modification. Seamless.AI reserves the right to change, modify, and/or eliminate the Program and/or all or any portion of this Agreement or any policy pertaining to the Program in its sole discretion, at any time, for any or no reason, including by discontinuing or changing the terms applicable to the Affiliate Fees, or by merging the Program with another program. If We make changes to this Agreement, We will post the amended Agreement at <https://www.google.com/url?q=https://seamless.ai/company/affiliate-program> and update the 'last modified' date at the top of the page. We may also attempt to notify You of such changes in other ways, including via email. Unless otherwise stated by Us in writing, the amended Agreement will be effective immediately upon its posting, and Your continued participation in the Program after the amended Agreement is posted will confirm Your acceptance of the changes. If You do not agree to the amended Agreement, You must stop participating in the Program.

16. Termination. We may terminate this Agreement and/or Your participation in the Program in accordance with the terms hereof. You may terminate your participation in the Program, with or without cause, by giving us at least thirty

(30) days' written notice. Upon any termination of Your participation in the Program, (a) You will immediately cease all activities in connection with the Program, (b) You will immediately cease all use of, and remove from the Affiliate Channel(s), Your Affiliate Link and all materials provided by or on behalf of Us to You (including all Licensed Materials (as defined below)) in connection with the Program, and (c) You will cease accruing rights to Affiliate Fees. Any outstanding payment obligations and all provisions that, by their nature, should survive the termination of this Agreement and/or your participation in the Program, including, without limitation, Sections 5, 6, 7, 14, 16, 17.3, and 18-26 (inclusive), will survive such termination.

17. Licensed Materials; Ownership.

- a. ***License Grant.*** Subject to Your continuing compliance with the terms and conditions of this Agreement, We hereby grant to You a non-exclusive, non-transferable, non-sublicensable, revocable, and limited right, solely in connection with Your Affiliate Link, and subject to any brand guidelines made available by Seamless.AI in writing (as the same may be amended or updated from time to time), to use and display Our logos, trade names, trademarks, and similar identifying materials that are designated by Us in writing for such purpose, as well as marketing and advertising materials that We may provide to you or authorize for such purpose (collectively, the “**Licensed Materials**”).
- b. ***License Restrictions.*** You are entitled to use the Licensed Materials in accordance with Section 10.1 above solely so long as, and to the extent that, You are a member in good standing of the Program, as determined by us, in Our sole discretion. All uses of the Licensed Materials will be on behalf of Seamless.AI and all goodwill associated therewith will inure to the sole benefit of Seamless.AI. If any ownership rights in or to the Licensed Materials (or any portion thereof) vest in You, You will, and hereby do, assign to Seamless.AI all of Your rights, title, and interest in and to the same. You will not use your Affiliate Link or the Licensed

Materials in any manner that is disparaging, misleading, or obscene, or that otherwise portrays Seamless.AI in a negative light, as determined by Us, in Our sole discretion.

- c. **Reservation of Rights.** Except for the limited right granted to You under this Section 17, You do not obtain any rights under this Agreement under any Intellectual Property Rights of Seamless.AI or its licensors. Seamless.AI reserves all rights not expressly granted herein in and to the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, illustrations, graphical artwork and graphics, photographs, audio, videos, music, patents, and copyrights; Your Affiliate Link; the Licensed Materials; any technical specifications and/or guidelines We may make available; our products and services; and Our domain name(s). Seamless.AI does not grant any implied licenses under this Agreement under any theory.
- d. **Feedback.** To the extent You or any Affiliate Representative provide(s) any suggestions, recommendations, or other feedback relating to the Program or any Seamless.AI products or services, (collectively, “Feedback”), such Feedback is non-confidential, and You hereby grant, and You represent and warrant that You have all rights necessary to grant, to Seamless.AI, on behalf of Yourself and any such Affiliate Representative(s), a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license, with the right to grant and authorize sublicenses, to implement, use, modify, and otherwise exploit, in any way, without restriction, the Feedback, without any fees, attribution, or other obligations to You, any Affiliate Representative, or any third party.

18. Representations and Warranties. You represent and warrant that:

- a. this Agreement constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms, and that the performance of Your obligations under this Agreement does not (and will

- not) constitute a breach of, or conflict with, any other agreement or arrangement by which You are bound;
- b. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement, and to perform Your obligations under this Agreement, without the approval or consent of any other party;
 - c. You have sufficient right, title, and interest in and to the rights granted to Us in this Agreement such that the rights You grant are valid, complete, and do not and will not infringe any third-party rights, nor violate any Applicable Laws; and
 - d. You will not, directly or indirectly, (i) engage in any unfair, anti-competitive, unethical, misleading, or deceptive acts or practices in connection with this Agreement and/or the Program, including, without limitation, any acts that are or might be detrimental to the public or to the goodwill or reputation of Seamless.AI, Our products and/or services, the Program, and/or the Licensed Materials, including any dissemination, display, or use of any false, misleading, or deceptive representations, depictions, or materials for or in connection with the Program; (ii) make any promises, representations, warranties, or other commitments: (A) actually, apparently, or impliedly on Seamless.AI's behalf, or (B) concerning or relating to Our products or services that are neither consistent with the Terms of Service nor pre-approved by Seamless.AI in writing; or (iii) make any payments or gifts, or offers or promises of payments or gifts, of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof in connection with this Agreement and/or the Program.

19. Confidentiality.

- a. **Definition.** “**Confidential Information**” means any non-public information disclosed by Seamless.AI to You, directly or indirectly,

whether in writing, orally, or otherwise, under or in connection with this Agreement and/or the Program.

- b. **Obligations.** Subject to Section 19.3, You will not disclose any Confidential Information to any third party, provided that You may disclose Confidential Information to such Affiliate Representatives (if any) that are bound to You by non-use and non-disclosure obligations applicable to the Confidential Information that are at least as restrictive as those obligations set forth herein. You will protect all Confidential Information using at least the same degree of care You would use to protect Your own confidential information of like importance, but in no event less than reasonable care. You will not use Confidential Information for any purpose other than the purpose for which it was disclosed to You.
- c. **Compelled Disclosure.** If any Confidential Information is required to be produced by Applicable Law, You will promptly notify Seamless.AI of such requirement and You will cooperate with Seamless.AI to obtain an appropriate protective order prior to such disclosure. In the event that Seamless.AI is unable to obtain a protective order or other appropriate remedy, or if it so directs You, You will furnish only that portion of the Confidential Information that is required, and You will exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.
- d. **Equitable Relief.** Unauthorized use or disclosure of Confidential Information causes harm not compensable by damages, and, accordingly, Seamless.AI may seek injunctive or other equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information from any breach or threatened breach of this Section 19.
- e. **Return/Destruction.** All Confidential Information is and remains the property of Seamless.AI or its licensors, as applicable. Promptly upon Seamless.AI's request, You will return all documents and other materials containing, representing, and/or embodying Confidential Information,

and all copies thereof, to Seamless.AI, or, at Seamless.AI's option, securely destroy same and certify destruction.

20. Release. You hereby release, on behalf of Yourself and any Affiliate Representatives, Seamless.AI from any and all Losses arising out of or related to a dispute between You and a third party (including any other Affiliate) in connection with the Program. In addition, You waive, on behalf of Yourself and any Affiliate Representatives, any Applicable Law that says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY."

21. Indemnification. You will indemnify, hold harmless, and (at Seamless.AI's option) defend Seamless.AI and its affiliates, and its and their respective directors, officers, employees, consultants, agents, shareholders, partners, members, and other owners (collectively, "Seamless.AI Indemnitees"), against any and all Losses arising out of or in connection with any third-party claim resulting from of or related to: (a) Your conduct in connection with the Program and/or this Agreement, including the actions and omissions of Affiliate Representatives; (b) allegations that any content or other material You use, distribute, reproduce, modify, publish, list information regarding, edit, translate, syndicate, make derivative works of, display, or perform on the Affiliate Channel(s) or otherwise in connection with the Program and/or this Agreement infringes, misappropriates, or violates any Intellectual Property Right or right of publicity (except to the extent such content or material is unmodified Licensed Material); (c) any claim related to the Affiliate Channel(s); (d) allegations that any of the messages You send or Your communications, or Your participation in, or activities conducted in connection with, the Program violate any Applicable Law; (e) Your failure to satisfy any debt, obligation, or liability, including Your failure to pay any taxes for which You are responsible or Your failure to comply

with Your obligations to any Affiliate Representative, including payment of wages, provision of benefits, and payment of employment taxes; or (f) Your breach of this Agreement, including any of Your representations, warranties, or obligations hereunder (each, an “**Indemnified Claim**”). Unless Seamless.AI directs otherwise in writing or elects to control the defense of any Indemnified Claim, You will assume the defense of the Indemnified Claim through counsel designated by You and reasonably acceptable to Seamless.AI, and Seamless.AI may participate in the defense of the Indemnified Claim with its own counsel. You will not settle or compromise any Indemnified Claim, nor consent to the entry of any judgment, without the prior written consent of Seamless.AI. Seamless.AI will reasonably cooperate with You in the defense of an Indemnified Claim, provided that You reimburse Seamless.AI for its costs and expenses as they are incurred to provide such cooperation.

22. Disclaimer. THE PROGRAM, YOUR AFFILIATE LINK, THE SITE, THE DASHBOARD, AND THE LICENSED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. SEAMLESS.AI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN CONNECTION WITH THE FOREGOING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE SITE, DASHBOARD, OR PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, OR LOSS OF DATA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEAMLESS.AI SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF COMPENSATION AND ANY ECONOMIC OR OTHER BENEFIT THAT YOU MAY EARN OR RECEIVE

UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROGRAM.

YOU UNDERSTAND THAT, IN THE COURSE OF CONDUCTING ACTIVITIES RELATED TO THE PROGRAM, YOU MAY INTERACT WITH THIRD PARTIES THAT MAY POSE HARM OR RISK TO YOU OR OTHERS. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE PROGRAM. SEAMLESS.AI, ON BEHALF OF ITSELF AND THE INDEMNITEES, EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU OR ANY OTHER AFFILIATE OR ANY OTHER THIRD PARTY.

23. Limitation of Liability. IN NO EVENT WILL THE SEAMLESS.AI INDEMNITEES BE LIABLE FOR: (a) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE PROGRAM; OR (b) ANY AMOUNT, IN THE AGGREGATE, GREATER THAN THE AFFILIATE FEES PAID AND/OR PAYABLE TO YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF: (i) WHETHER THE DAMAGES WERE FORESEEABLE; (ii) WHETHER ANY SEAMLESS.AI INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (iii) THE LEGAL OR EQUITABLE THEORY (WHETHER CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

24. Governing Law. This Agreement will be governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws

principles. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law governing this Agreement, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the State of Ohio. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Ohio for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction in accordance with Section 19.3 and/or to prevent the actual or threatened infringement, misappropriation, or violation of our data security or Intellectual Property Rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that Ohio is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the Arbitration Agreement below is found to be unenforceable.

25. Arbitration Agreement. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SEAMLESS.AI. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between You and Seamless.AI that arises out of or relates to, directly or indirectly: (i) this Agreement, including the formation, existence, scope, breach, termination, enforcement, interpretation, validity, and/or enforceability thereof; (ii) the Program and any related transactions; (iii) the Affiliate Channel(s), the Site, the Dashboard, and/or Your Affiliate Link; and/or (iv) any other aspect of Your relationship or transactions with Seamless.AI, directly or indirectly (each, a “Claim,” and, collectively, “Claims”). This Arbitration Agreement will apply,

without limitation, to all Claims that arose or were asserted before or after Your agreement to this Agreement.

For any Claim, You agree to first send an email containing Your name, address, and contact information, the facts giving rise to the Claim, and the relief requested to legal@seamlessleads.com (such email, the “Notice of Claim”), and to attempt to resolve the Claim with us informally. In the unlikely event that Seamless.AI and you have not been able to resolve your Claim within thirty (30) days of the Notice of Claim, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the “Arbitrator”), under the Optional Expedited Arbitration Procedures then in effect, excluding any rules or procedures that would permit class actions or other representative actions (the “Rules”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. JAMS may be contacted at www.jamsadr.com, where the Rules are also available. The arbitration will be conducted in the state of Ohio, unless You and Seamless.AI agree otherwise. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and Seamless.AI agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, and/or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement, or any provision of this Agreement, is unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.

Nothing in this Arbitration Agreement will be deemed as: preventing Seamless.AI from seeking injunctive or other equitable relief from the courts as

necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security or Intellectual Property Rights.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in full force and effect, or on the Parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent You from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

- a. **Class Action/Jury Trial Waiver.** ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE AFFILIATE'S CLAIMS. YOU AND SEAMLESS.AI AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT

NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER AFFILIATES. YOU AND SEAMLESS.AI FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SEAMLESS.AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

26. Miscellaneous.

- a. ***Independent Contractor.*** Affiliate is an independent contractor of Seamless.AI , and this Agreement will not be construed to create any association, partnership, joint venture, employer-employee, or agency relationship between Affiliate and Seamless.AI for any purpose. Affiliate has no authority (and will not hold itself out as having authority) to bind Seamless.AI, and Affiliate will not make any agreements or representations, nor accept any offers, on Seamless.AI's behalf without Seamless.AI's prior written consent. Without limiting the generality of the foregoing, neither Affiliate nor any Affiliate Representative will be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Seamless.AI to its employees, and Seamless.AI will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Affiliate's behalf. Affiliate will be responsible for, and will indemnify Seamless.AI for, from, and against, all such taxes or contributions, including penalties and interest. Affiliate will be fully responsible for the Affiliate Representatives (if any) and will indemnify Seamless.AI against any claims made by or on behalf of any Affiliate Representatives.

- b. **Assignment.** Affiliate may not assign this Agreement, nor any of its rights hereunder, without the prior written consent of Seamless.AI. Seamless.AI may assign this Agreement, in whole or in part, without restriction. Any purported assignment in violation of this Section 26.2 is null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- c. **Entire Agreement.** This Agreement represents the entire agreement between Us and You with respect to the Program, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, oral or written, with respect thereto.
- d. **Construction.** The headings and titles contained in this Agreement are included for convenience only, and will not limit or otherwise affect the terms of this Agreement. The use of the terms “include,” “includes,” or “including” is illustrative and not limiting.
- e. **Severability.** Except as otherwise stated in the Arbitration Agreement, if any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.
- f. **No Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or of any other term, and Seamless.AI’s failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
- g. **Seamless.AI Customers.** All Customers are Our customers. All of Our standard policies and operating procedures will apply to all Customers. We may change our policies and operating procedures at any time. The prices of Our products and services, including, without limitation, of Subscriptions, and the availability thereof, may vary from time to time.
- h. **No Exclusivity.** This Agreement will not be construed to be a commitment by Seamless.AI to collaborate exclusively with You with

respect to any business activities. You acknowledge that We may, at any time, admit others into the Program. You have independently evaluated the desirability of participating in the Program, and You are not relying on any representation, guarantee, or statement other than the terms set forth in this Agreement. This Agreement will in no way limit Our right to sell any products and services, including, without limitation, Subscriptions, directly or indirectly, to any current or prospective customers.

- i. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
- j. **Contact.** Please contact us at affiliates@seamlessleads.com with any questions regarding this Agreement.