

Affiliate Program Terms & Conditions

Last Modified: January 31st, 2022

OctoHub is providing you an opportunity to become an independent OctoHub Affiliate (“Affiliate”), wherein you can earn additional money for accounts that you refer to OctoHub. OctoHub reserves the sole and exclusive right to determine the amount of remuneration each Affiliate will receive in exchange for the Affiliate’s efforts. Affiliate commission is further discussed herein. See also OctoHub’s Terms of Service, which apply to you in your role as Affiliate, unless otherwise expressly provided for.

This Affiliate Agreement (“Agreement”) governs Your application for, and any subsequent participation in, OctoHub’s Affiliate program. By clicking “I Accept the Terms and Conditions” and submission, You thereby accept the terms of this Agreement. You indicate that You have read and understood this Agreement and agree that You are bound by its terms.

SECTION 1 – PARTIES

All references to “OctoHub” herein mean and refer to Shoptoit Inc., doing business as OctoHub. All references to “You” and “Your” mean and refer to the person or entity who has executed this Agreement. OctoHub and You are each referred to herein as a “Party” and collectively as the “Parties.”

SECTION 2 – APPLICATION

You agree to provide all information requested by OctoHub in connection with Your Affiliate application, and You affirm that all information that You provide is truthful and accurate. You understand and agree that OctoHub retains sole and exclusive discretion to determine whether You qualify for participation in the OctoHub Affiliate program. Not everyone who applies for the OctoHub Affiliate program will qualify to participate.

SECTION 3 – 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 Affiliate program, including through automated dialing systems, texts and artificial or pre-recorded messages. This consent is a material condition of this Agreement and may not be revoked except in writing by both Parties.

SECTION 4 – COMPENSATION

If Your application to become an Affiliate is approved by OctoHub, You will receive a unique Affiliate ID. The Affiliate ID will be incorporated within each URL which You will use to advertise OctoHub. You will have the opportunity to receive a commission for each sale (“Sale”) that is registered using Your Affiliate ID.

In the event that a potential new user (“Prospect”) has multiple Affiliate cookies (“Cookies”), the most recently-acquired Cookie will determine which Affiliate is credited with a Sale.

Provided that the Sold Account (as defined below) remains in good status within thirty (30) days from the Sale, You will be paid a commission for each Sold Account that generates a payment to OctoHub in a month (“Commission”). Except as otherwise provided herein, Commission payments will be paid on the 15th of each month following OctoHub’s receipt of payment for a Sold Account, subject to the other terms of this

Agreement. In the event the 15th of each month falls on a holiday, Commission payments will be paid on the business day preceding the holiday. All Commission payments are based on the gross profit on the amount of monthly fees received by OctoHub, less sales taxes.

The amount of Commissions are as follows:

Paid OctoHub Subscription across all tiers: 15% (applicable to all OctoHub Customers) for a period of two (3) years from the date your Prospect becomes an OctoHub customer.

All Commissions are paid in U.S. Dollars (USD) or otherwise in currencies offered by the payment provider. Some payment methods may incur processing fees that may be deducted from Your Commissions payment. Your Commission must equal or exceed Fifty and 00/100 Dollars (\$50.00) (USD) before You receive a payment from OctoHub. If Your Commissions in a 120-day period do not exceed \$50.00 (USD) Your Commissions will not be paid and will be forfeited.

Once a Commission of \$50 (USD) or more is earned, You will need to supply your banking information to receive payment of Commissions electronically. You will be deemed to have permanently waived all rights to Commissions that were earned more than 120 days before submitting a completed W-8 or W-9 tax form or any ancillary supporting documentation that is requested to confirm the information on your tax form. If You are not a resident of the United States, OctoHub may withhold tax (including without limitation VAT) where required by applicable law. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

Affiliates will not be paid any Commissions for payments made on Affiliate's own user account(s). Affiliates are not permitted to open an OctoHub account under the name of another person or entity, under a fictitious name, or under any name merely for the purpose of obtaining Commissions or any other compensation. Affiliates are not permitted to offer cash rebates or other monetary incentives to obtain Sales.

Commissions are paid only for transactions that actually occur between OctoHub and OctoHub's customer and in which payment is received by OctoHub. If payment for a Sold Account later results in a refund or chargeback, and if a Commission was paid to You for that Sold Account payment, then the Commission will be deducted from Your future Commissions. If within 90 days, there are no commissions payable to deduct; OctoHub has the right to collect commissions paid.

If OctoHub determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be paid for such Sale and, for past sales, such payment amounts shall be deducted from Your future Commissions, and OctoHub may terminate this Agreement immediately without OctoHub having any liability to You.

SECTION 5 – TERM AND TERMINATION

The term of this Agreement will begin the earlier of (i) when You click "I accept the Terms and Conditions" and submit; or (ii) Your participation in the Affiliate program is approved. Your participation in the OctoHub Affiliate program will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days' written notice of termination.

If, in our sole discretion, You fail, or we suspect that You have failed, to comply with any term or provision of the Agreement or the Terms of Service, or violated any law, whether in connection with Your use of OctoHub or otherwise, we may terminate the Agreement or suspend Your access to the Affiliate website (“Website”) at any time without notice to You. In such an instance, and in our sole discretion, we may also for the aforementioned reasons, terminate our relationship and suspend any accounts owned/controlled by You. For the avoidance of doubt, and without limitation for purposes of the foregoing, any violation of the required disclosure will be deemed a material breach of this Agreement. See Appendix A, second paragraph, titled , Disclosure. In the event this Agreement is canceled due to Your breach, You immediately forfeit all Commissions, and any other payments owed to You or that may in the future be owed to You without any further liability by OctoHub to You.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, non-disparagement, disclaimers of warranties, indemnity obligations, mandatory arbitration and class action waiver provisions, and exceptions to arbitration. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your OctoHub account.

SECTION 6 – ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission (“FTC”), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any

time after this Agreement is executed, You are required to notify OctoHub of the same within 24 hours. OctoHub, in its sole and exclusive discretion, may immediately terminate Your participation in OctoHub's Affiliate program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 7 – ENTIRE AGREEMENT

This Agreement, Appendix A below, along with OctoHub's Terms of Service, represents the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties as pertaining to Your Affiliate application and, if approved, Your rights and responsibilities as an Affiliate.

Appendix A

Additional Terms of the Affiliate Agreement and Advertising Rules

These Advertising Rules apply to all activities of Affiliate:

General Compliance:

Affiliate shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC's Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Affiliate is solely responsible for ensuring Affiliate's compliance with all laws. Affiliates are strictly prohibited from making claims concerning the products and services offered by OctoHub that are inconsistent with, or beyond the scope of marketing materials

produced and made available by OctoHub on the OctoHub website, www.getOctoHub.com. Affiliate is prohibited from publishing or otherwise distributing advertisements by telemarketing, fax, or text messaging in any form to any device. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement. OctoHub retains the sole and exclusive discretion to determine whether Affiliate's advertising and conduct is in compliance with all laws.

Disclosure:

On any website that Affiliate advertises any OctoHub service or product, Affiliate must plainly display (i.e., not in a link, or in small font) disclaimer language, such as:

Disclosure: I am an independent OctoHub Affiliate, not an employee. I receive referral payments from OctoHub. The opinions expressed here are my own and are not official statements of OctoHub.

Non-Disparagement:

Affiliate is not permitted to comment negatively about or disparage the products or services of OctoHub or any other person or entity, including without limitation the products or services of a OctoHub competitor. Affiliate is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization, including, but not limited to, using any technique that generates paid search results based on any trademarks of OctoHub, any brand name of OctoHub, or based on the trademarks or brand name of any competitor of OctoHub, or any other third party. Affiliate shall not direct link to a OctoHub's sales page from any paid advertising.

Social Media:

If Affiliate advertises on Instagram or YouTube, then each post must comply with all of the following:

Each post must contain #OctoHub.

Each post must contain #ad in a clear and conspicuous location before the text of the description and in all events before the “More” button.

Each Instagram post must use Instagram’s “Paid Partnership” tool.

Each YouTube post must contain the word “Ad,” “Advertisement,” “Promotion,” or “Paid Partnership” within the video itself in a font size that is clearly recognizable to the viewer and which appears persistently throughout the length of the video in the top right hand portion of the video.

If Affiliate is advertising on other forms of written social media (e.g., Facebook, Twitter), Affiliate must comply with the above disclosure restrictions as applicable to each form of social media. Affiliate must also comply with all rules of each social media platform that Affiliate uses.

Income and Business Opportunity Claims:

Affiliates are expressly prohibited from making any claims that use of OctoHub will guarantee that the user will make money. If Affiliate’s recruiting efforts include claims related to income Affiliate has made from using OctoHub or as an Affiliate, the following guidelines must be adhered to:

(a) Affiliate’s statements must be completely true and accurate and supported by evidence of Affiliate’s experience; and

OctoHub's Trademarks:

No logo, tagline, trademark, trade name, or trade dress (collectively, the "OctoHub Trademarks") owned by OctoHub may be used, copied, or reproduced by any Affiliate except as set forth below. No OctoHub intellectual property (or any mark confusingly similar to any OctoHub intellectual property) is to be registered as a trademark in any country or registered as a domain name by Affiliate in any way in any country.

General Restrictions: You represent and warrant that you agree to comply with the following:

You will only use the Links we provide you for each banner, text link, or other affiliate link obtained from the affiliate interface without manipulation or modification of any kind.

You may not "self-refer," meaning that only transactions by other persons using your Link will result in Affiliate Fees.

You may not manipulate referrals to switch from other affiliates. We will only switch a referral if the customer writes into support asking to be switching.

You will not engage in any behaviors that are fraudulent, abusive, or harmful to the Site or the Program at our discretion.

We reserve the right, at any time, to review your placement and approve the use of your Links and require that you change the placement or use to comply with the guidelines provided to you.

Your Website will not in any way copy, resemble, or mirror the look and feel of the OctoHub Marketing Site. You will also not use any means to create the impression that your Website is our Site or any part of our Site, including by framing of our Site in any manner.

You may not engage in cookie stuffing or include pop-ups or false or misleading links on Your Website. In addition, you will not attempt to mask the referring URL information (i.e., the page from where the click is originating).

If a new customer did not sign up through an affiliate, they have the amount of the trial they signed up with to contact the OctoHub support team to manually be added to an affiliate. For example, if a new customer signed up through a 14 day trial link without signing up via an affiliate link, they have 14 days to contact OctoHub to be assigned to an affiliate. Once a customer is assigned to an affiliate, they cannot be switched to another affiliate.

The maintenance and the updating of Your Website(s) will be your responsibility. We may monitor Your Website(s) as we feel necessary to make sure that it is (or they are) up-to-date and to notify you of any comments as it relates to the Program.

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to Your Website. You must have express permission to use any person's or any business's or entity's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's, business's, or entity's copyrighted material or other intellectual property in violation of the law or any third-party rights.

You will not send unsolicited bulk-emails (spam). You will not create advertisements that appear on (a) sites and apps that contain or reference categories adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues, gambling, or content that is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), or solicitous of any unlawful or offensive behavior; or (b) ads that appear on fake news content.

You will not use any images, text, or other content provided to you by Company except Licensed Material (defined in Section 9 below) as authorized under this Agreement and may not modify the graphic image or text in any way. All of our rights in the images and text, any other images, our trade names and trademarks, and all other intellectual property rights are reserved. We may revoke any licenses or other rights referenced in this Agreement at any time for any reason.

You acknowledge our ownership of our Licensed Materials, agree that you will not do anything inconsistent with our ownership, and agree that all of your use of the Licensed

Materials (including all associated goodwill) will insure to the benefit of, and on behalf of the Company. If requested, agree to assist us in recording this Agreement with appropriate government authorities. You agree that nothing in this Agreement gives you any right, title, or interest in the Licensed Materials other than the right to use the

Licensed Materials in accordance with this Agreement. You also agree that you will not attack our rights in or title to the Licensed Materials or the validity of the Licensed

Materials of this Agreement.

You will not offer discounts, coupons, free trials, promo codes, or any other promotional offer that is not expressly authorized by the Company in writing. Company may, on a case-by-case basis, offer you access to discounts, coupons, free trials, promo codes, or other promotional offers, and you agree to comply with all terms and limitations that Company establishes in connection with such promotional offers.

Unless otherwise agreed upon in writing by Company, you may not promote through a sub-affiliate network and all advertising and all Affiliates must agree to this Agreement.

Pay-Per-Click (“PPC”) Restrictions:

Unless The Company first gives you written permission, you agree to comply with the following restrictions:

You may not bid on any of our Restricted Terms (defined below), including any variations or misspellings thereof for search or content- based campaigns on Google, Bing, MSN, Yahoo, Facebook or any other network.

“Restricted Terms” means any of the following terms: OctoHub, OctoHub.com, Get OctoHub.com, www.OctoHub.com, www.getOctoHub.com, OctoHub coupon, OctoHub discount code, OctoHub discount, OctoHub promo code, OctoHub sale, OctoHub promo, OctoHub sales, OctoHub deals.

You may not use our Restricted Terms, including any variations or misspellings as per above in sequence with any other keyword.

You may not use our Restricted Terms in your ad title, ad copy, display name or as the display URL.

You may not use any of our trademarked terms as part of the domain or sub-domain for Your Website.

You may not direct link to the Site from any PPC ad or use redirects that yield the same result. Customers must be directed to an actual page on Your Website.

You may not bid in any manner appearing higher than us for any search term in positions 1-5 in any auction-style PPC advertising program.

If you automate your PPC campaigns, it is your responsibility to exclude our trademarked terms from your marketing and related activities and we strongly suggest you add our trademarked terms as negative keywords.

We have a strict no tolerance policy on PPC trademark bidding. We will not enter a discussion about when the violation started and when it stopped; you will forfeit all Affiliate Fees for a minimum of the past 30 days, your Affiliate Fee balance will be set to \$0 without warning, and we may terminate your participation in the Program at our discretion.

General Advertising Restrictions:

You represent and warrant that Your Website(s), social media posts, and any other advertising materials will not:

Infringe on our or anyone else's intellectual property, publicity, privacy or other rights.

Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, offensive, or contains nudity, pornography, or sexually explicit materials.

Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

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. This includes toolbars, browser plug-ins, extensions, and add-ons.

OctoHub retains exclusive ownership of all OctoHub Trademarks and other intellectual property and all of its rights therein. Affiliate shall not promote or provide services to any other business or person that is infringing any of OctoHub's intellectual property.

Complaint Notification:

Affiliate must notify Company of any complaint received by Affiliate regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to success@getOctoHub.com.

Independent Contractor:

Affiliates are independent contractors of OctoHub. It is the express understanding and intention of the Parties that no relationship of master and servant nor principal and agent shall exist between OctoHub and You by virtue of this Agreement. You have no right to act on behalf of or bind OctoHub in any way, nor share in the profits or losses of OctoHub. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions.

No warranty, no leads:

OctoHub does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that OctoHub will not at any time provide sales leads or referrals to You. You understand and agree further that this is not a business opportunity, a franchise opportunity, a "business-in-a-box," or an assisted marketing plan. You are responsible for procuring and paying for any and all materials and resources necessary to operate as an Affiliate as You determine in Your sole discretion.

LIMITATION OF LIABILITY:

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL OctoHub OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER OctoHub HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL OctoHub'S LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO OctoHub FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST OctoHub OCCURRED OR TWO-THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW.

As explained in OctoHub's Terms of Service, any controversy or claim arising out of or related to this Agreement or Your relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the International Centre for Dispute Resolution Canada (ICDR® Canada), and judgment on the award rendered may be entered in any court having jurisdiction thereof. The sections of the Terms of Service entitled "DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER," "OctoHub'S ADDITIONAL REMEDIES," and "GOVERNING LAW AND VENUE" are expressly incorporated herein by reference. Please review the Terms of Service for more information.

Indemnity:

You agree to protect, defend, indemnify and hold harmless OctoHub, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limitation arising out of Your conduct, acts, or omissions related to Your application and/or performance of this Agreement including, but not limited to, any breach of this Agreement. Your indemnity obligation includes, but is not limited to, any third party claim against OctoHub for liability or payments for damages caused by, or other liability relating to, You. This provision expressly survives the termination of this Agreement.

Severability:

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms of Service, as so modified, shall continue in full force and effect.

Modification/Amendments:

This Agreement and OctoHub's standard Terms of Service may be modified by OctoHub at any time, with or without prior notice to You. Amendments or modifications to this Agreement or the Terms of Service will be binding on You when they are sent to You via email, or are posted in the affiliate center. No amendment to this Agreement or the Terms of Service shall be valid unless prepared or signed by OctoHub. Your continued acceptance of Commission payments constitutes Your acceptance to any modifications or amendments to this Agreement and the Terms of Service.