



BHFL Affiliate Program Agreement

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between us, BHFL GROUP ("BHFL") and you, regarding your participation in, the BHFL Affiliate Program (the "Affiliate Program") as an affiliate of BHFL (an "Affiliate"), and the establishment of a link from our website, <https://bhflgroup.com> to your website, _____.

BY SIGNING THIS AGREEMENT TO BE AN AFFILIATE OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THE BHFL TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Definition

"Affiliate" - The business, individual, or entity applying to or participating in the Affiliate Program, or that displays BHFL GROUP's Products and Services and/or promotions on its website, or other means, using an affiliate tracking code in exchange for receiving a commission from BHFL for sales directly resulting from such display, distribution to network, or direct sale.

"Affiliate Link" - The Affiliate's personalized Link which provides access to BHFL's GROUP Products and Services and/or promotions.

"BHFL GROUP's Products and Services" - Web hosting and related products and services that are available for purchase from BHFL Group.

"Commission Fees" - The amount you will be paid for each Qualified Sale or Purchase by a Customer using your personalized link subject to the Commission Threshold and pursuant to the terms of this Agreement.

"Commission Threshold" - The amount of Commission Fees an Affiliate must accrue prior to receiving a payment from BHFL.

"Qualified Purchase" - A successful sale of BHFL Products and Services by a Referred Customer that is not excluded under Section 7.

"Referred Customer" - Each new and unique customer who make a successful purchase using an Affiliate personalized Link.

"Become an Affiliate Registration Form" - Any and all order forms or other signup or acceptance form submitted by a customer to purchase BHFL's Products and Services.

2. Enrollment in the Affiliate Program

- a. To begin the enrollment process, you must complete the Affiliate Program Signup Form. The Signup Form can be found at <https://bhflgroup.com/become-an-affiliate/>.
- b. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website is not suitable for the Affiliate Program for any reason, including, but not limited to, its inclusion of content that is, in our opinion, unlawful or otherwise violates these rules in accordance with acceptable use:
 - You may not use the Services to publish content or engage in activity that is harmful to others or illegal under applicable law. Any content that, in our judgment, violates our Terms of Service in any manner may be removed from our servers (or otherwise disabled), with or without notice.
 - BHFL Group maintains a zero tolerance policy for use of its network or services to send unsolicited bulk or commercial e-mail, or the sending,

assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").

- BHFL GROUP respects that the Internet provides a forum for free and open discussion and dissemination of information. Accordingly, we generally do not screen, monitor or control customer content. However, if we are made aware of content that violates the law or acceptable use, we will consider the matter and take appropriate action as determined in our sole discretion and the merits of the complaint with the right to freedom of expression.

3. Prohibited Uses:

- a. You may not use the Affiliate Program or Link to publish content or engage in activity that is harmful to others or illegal under applicable law, including without limitation in connection with any of the following illegal, harmful or fraudulent activities:
 - i. Disclosing private sensitive personal information about others;
 - ii. Distributing malware or other malicious code;
 - iii. Engaging in the unlawful distribution of controlled substances and drug contraband;
 - iv. Engaging in the unlawful distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription;
 - v. Gambling;
 - vi. Hosting child pornography or content that is potentially harmful to minors (Any website found to be hosting child pornography or linking to child pornography will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children (NMEC);
 - vii. Hosting FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme, High-Yield Interest Programs (HYIP) or related sites;
 - viii. Hosting or linking to a website intended to deceive the public including, but not limited to sites listed at aa419.org & escrow-fraud.com;
 - ix. Hosting or linking to an anonymous proxy server;
 - x. Infringing upon the Intellectual Property Rights of Others. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. If you believe that your intellectual property rights are being infringed upon, please notify BHFL by completing the [Report Member Violations](#) form, or emailing us at compliance@bhflgroup.com;
 - xi. Money laundering;
 - xii. Phishing or engaging in identity theft; and
 - xiii. Selling weapons or ammunition.

If we reject your application, for any reason, you may not re-apply to the Affiliate Program utilizing the same domain name/URL or reapply using a different domain/URL name and then add the previously rejected domain name/URL to your affiliate account. BHFL, in its sole discretion, reserves the right to notify or to not notify any prospective affiliate of their rejection or removal from the Affiliate Program at any time.

4. Promotion of Our Affiliate Relationship

- a. **Use of Link.** If you qualify and agree to participate as an Affiliate, we will provide you with a customized "Link". The Link will serve to identify you as an affiliate and as a member of the Affiliate Program. You agree to cooperate fully with us in order to establish and maintain such Link. You further agree that your use of the Link must be in compliance with this Agreement at all times. BHFL may modify the Link from time to time in its sole discretion. You will not use and BHFL GROUP's graphic or textual images (indicating a Link) or text messages to promote BHFL in a way that are not approved in advance by BHFL. All Affiliate may display the Link prominently in relevant sections of their website. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Affiliate Customer's knowledge (e.g. iframe). Any information with respect to BHFL that is going to be displayed on the Affiliate Site must be preapproved by BHFL in writing.

- b. **Disclaimer.** EXCEPT AS PERMITTED HEREIN, YOU SHALL NOT AND ARE NOT AUTHORIZED TO (i) USE THE BHFL TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, THE LINK, AND THE COPYRIGHTED MATERIALS (COLLECTIVELY, THE "BHFL IP") (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) WITHOUT BHFL'S EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE BHFL IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE; (iii) ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF BHFL IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF BHFL IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF BHFL'S INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING POTENTIAL TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY BHFL'S LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH BHFL SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF BHFL'S INTELLECTUAL PROPERTY RIGHTS.
 - c. **Discounts and Coupons.** You are not allowed to post any refunds, credits or discounts on BHFL Products and Services, or other content concerning BHFL without BHFL's prior written consent in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and Link. Each Link connecting users of the Affiliate Site to the pertinent area of the BHFL website will in no way alter the look, feel, or functionality of the BHFL website. Any violations of the terms surrounding Link, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in your termination from the Affiliate Program or the withholding of Commission Fees
5. **FTC Endorsement Compliance**
- a. It is the intent of BHFL to treat all of our customers fairly. Accordingly, we require all BHFL Affiliates to comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the [Federal Trade Commission \(FTC\) Endorsement Guides](#), which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of BHFL's Products and Services must prominently disclose the fact that you receive compensation for Referred Customers.
 - b. For more information and suggestions about how to comply with these guidelines, please visit our page entitled "[Affiliate Disclosure Requirements and Examples.](#)" Please note that this page is only intended to provide guidance. It does not purport to provide legal advice and it does not guarantee that you'll be in compliance with FTC regulations should you follow the suggestions presented. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation.
 - c. BHFL reserves the right to withhold Commission Fees and cancel the affiliate relationship with you should we determine, at our sole discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations or guides that we deem relevant.

6. Data Security

- a. In addition to the obligations set forth in Section 4 (FTC Endorsement Compliance), Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, considering the nature, scope, context, and purpose of processing any personal data. Affiliate agrees to promptly assist BHFL in complying with any data subject rights request under the GDPR that BHFL may receive from any individuals referred to BHFL by Affiliate. Affiliate further agrees to promptly assist BHFL in complying with any duties to cooperate with supervisory authorities under the GDPR.

7. Order Processing

- a. BHFL will process orders placed by Referred Customers who follow the Link from an Affiliate Site to BHFL. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including BHFL's services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Link and will make this information available to you through our website. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Link between your website and our website are properly formatted.

8. Commission Determination; Qualified Purchases

- a. Commissions will be calculated based on the commission rate stated on the BHFL website for each Qualified Purchase (as defined herein) subject to commission accruing pursuant to Section 8 below. A "Qualified Purchase" does NOT include the following:
 - i. A purchase by a Referred Customer that has transferred from any BHFL partners or subsidiaries.
 - ii. A purchase by a Referred Customer who is also associated with any BHFL reseller, referral, or other program.
 - iii. A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
 - iv. A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through an Affiliate Link.
 - v. A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days at the time the Commission Fees accrue.
 - vi. A purchase that BHFL suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
 - vii. A purchase referred by an Affiliate that has an excessive cancellation rate as determined in BHFL's sole discretion.
 - viii. A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the Affiliate.
 - xiv. A purchase by a Referred Customer if the Affiliate or Referred Customer is in or is promoting a business-opportunity program, as determined by us in our sole discretion.
 - xv. A purchase by a Referred Customer who received a popup with a discounted offer, while leaving BHFL's website during their purchase.
 - xvi. A purchase by a Referred Customer engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by BHFL and/or the identification of two (2) or more web hosting accounts that have no content on their

websites or have similar content, templates or formatting, as determined by BHFL, in our sole discretion.

- a. BHFL reserves the right to withhold payment of initial Commissions Fees to Affiliates who are new to the Affiliate Program, or who have commissions that are potentially fraudulent as determined by BHFL in its sole discretion, to determine the legitimacy and cancellation rate of Referred Customers.
- b. BHFL reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Affiliate or a Referred Customer. BHFL reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled purchases.
- c. BHFL reserves the right to immediately cancel or withhold for later review any Commission Fee that fails to meet the criteria of a "Qualified Purchase" Affiliate is responsible for monitoring the payment, denial, and withholding of Commission Fees; BHFL is not obligated to actively notify Affiliates of the status of Commission Fees. If Affiliate has a question about a Commission Fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day the payment would have been due to contact BHFL to request that the Commission Fee be paid. Any changes to decisions about cancelled or withheld Commission Fees are strictly made in BHFL's sole discretion.
- d. Commissions for any Referred Customer who is associated with any BHFL reseller, referral or other program may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.
- e. In the event that the Referred Customers that are referred to BHFL by an Affiliate are determined to have an excessive cancellation rate, as determined by BHFL in its sole discretion, BHFL reserves the right to withhold or decline pending and future Commission Fees to such Affiliate.
- f. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or Commission Fees to intentionally defraud BHFL or any violation of the terms of this Agreement constitutes immediate grounds for BHFL to terminate the Affiliates participation in the Affiliate Program and will result in the forfeiture of any Commission Fees due to the Affiliate.

9. Accrual of Commissions

- a. Commissions will accrue and only become payable once you (i) provide all relevant tax and address documentation. Commission for the month will be paid out at 20% based on the commission rate stated on the BHFL website, solely as applied to Qualified Purchases which occurred within thirty (30) days of the end of the calendar month in which the first of such Qualified Purchases occurred.

10. Commission Payments

- a. Subject to the terms of this Agreement and the accrual of commissions as set forth in Section 8 above, commissions will be calculated according to the specified percentage or dollar amount set forth in the commission report in your [Affiliate Profile](#) for each successful Qualified Purchase that accrues during the period for which such commission fee is calculated.
- b. Commission Fees will be processed approximately forty-five (45) to sixty (60) days after the end of the month or other period in which they accrue. BHFL will only compensate you for Qualified Purchases made in accordance with this Agreement.
- c. Commission Fees shall be paid based on the current information in your Affiliate profile. You are required to notify us promptly of any change in your address by updating your profile information in the Affiliate console. You are responsible for informing BHFL of your desired payment form/type. You can update or change your desired payment method at any time by updating your affiliate profile located in the affiliate console. Any changes to your desired payment method may take up to two payout cycles to take effect.
- d. You may choose to receive Commission Fees through PayPal, ACH, check or hosting credit, subject to the following conditions:

- 11. PayPal Payments:** Please refer to PayPal's policy to ensure you are eligible to receive payment if you reside outside of the United States https://www.paypal.com/cgi-bin/webscr?cmd=_display-approved-signup-countries-outside. (PayPal payments will only be

reissued within one hundred and twenty (120) days of the original issue date in the case of an incorrect PayPal address or refusal from PayPal to accept a payment.)

- 12. ACH:** BHFL offers an ACH transfer option to those who earn over \$1,500.00 in Affiliate Commission Fees over a thirty (30) day period. BHFL is not responsible for paying any third-party fees charged by PayPal or ACH in order for you to receive Affiliate Commission Fees.
- a. BHFL, in its sole discretion, reserves the right to modify the available commission payment methods or payment schedule at any time. Such changes shall take effect when posted.
 - b. Disputes: Each Affiliate has access to BHFL's real-time Affiliate Program statistics and agrees to file any disputes within forty-five (45) days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after forty-five (45) days of the date on which the disputed sale or event occurred will not be accepted by BHFL and Affiliate forfeits forever any rights to a potential claim.
 - c. It is solely your responsibility to provide BHFL with accurate tax and payment information that is necessary to issue a Commission Fee to you. If BHFL does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.
 - d. Each Affiliate is required to submit a W8/W9 tax form before any Commission Fees shall accrue. You are responsible for the payment of all taxes related to the commissions you receive under this Agreement. In compliance with U.S. tax laws, BHFL will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold.
 - e. Any address change must be made in the Affiliate profile in the affiliate console at least fifteen (15) business days prior to the end of the calendar month in order for Commission Fees for that month to be processed

13. Reports of Qualified Purchases

- a. You may log into your affiliate console to review your Qualified Purchases statistics daily. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued for all Referred Customers that appear in the affiliate console.

14. Obligations Regarding Your Affiliate Link

- a. You are solely responsible for the Affiliate Link and all related equipment; creating and posting product reviews, descriptions, and references on your Affiliate Link and the accuracy of materials posted on your Affiliate Site (including, but not limited to, all materials related to BHFL Products and Services); ensuring that materials posted on your Affiliate Site do not violate or infringe and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters
- b. We have the right in our sole discretion to monitor sales through your Affiliate Link from time to time to determine if you are in compliance with the terms of this Agreement. If you are not in compliance, we may terminate your participation in the Affiliate Program effective immediately.

15. BHFL Responsibilities

- a. We will provide all of the information necessary for you to create a Link from your Affiliate profile. BHFL will be solely responsible for order processing (including payment processing, cancellations, and refunds) for orders for BHFL Products and Services placed by a Referred Customer using your Affiliate Link code for tracking the volume and amount of Qualified Purchases generated by your Affiliate Link, and for providing information to Affiliates regarding Qualified Purchase statistics. BHFL will be solely responsible for all order processing, including but not limited to payment processing, refunds and related BHFL service.

15. Policies and Pricing

- a. Referred Customers who buy BHFL Products and Services through our affiliate network are deemed to be BHFL Customers. BHFL's Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, BHFL determines the prices to be charged for BHFL Products and Services sold through the affiliate network in accordance with our own pricing policies. Prices and availability of BHFL Products and Services may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that you sell using your Affiliate Link, you may or may not be

able to include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of any particular BHFL Product or Service.

16. E-mails and Publicity

- a. You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages (also known as "SPAM") without prior written consent from BHFL, to be granted or denied in BHFL's sole discretion, in each instance. Additionally, you may only send emails containing a BHFL affiliate link and or a message regarding BHFL or BHFL's Affiliate Program to people who have previously consented to receiving such communications from you. Your failure to abide by this Section 14, the CAN-SPAM Act of 2003, our Anti-Spam Policy, and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any commissions and the termination of your participation in the Affiliate Program. Further, if your account has excessive clicks in a very short period of time as determined by BHFL in its sole discretion, the Affiliate relationship may be terminated.

17. Licenses and Use of BHFL Logos and Trademarks.

- a. Subject to the limitations set forth in Section 3 above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable license to (i) access our website through the Link solely in accordance with the terms of this Agreement and (ii) solely in connection with such Link, to use the BHFL logo and similar identifying material provided by us (collectively, the "Copyrighted Materials"), for the sole purpose of selling BHFL Products and Services with your Affiliate Link and as approved in advance by us. You may not alter, modify, or change the Copyrighted Materials in any way. You are only entitled to use the Copyrighted Materials while you are an Affiliate in good standing and in compliance with all the terms of this Agreement.
- b. You shall not use the Copyrighted Materials for any purposes other than selling BHFL Products and Services, without first submitting a sample to us and obtaining the express prior written consent of BHFL in each instance. You shall not use the Copyrighted Materials in any manner that is disparaging or that otherwise portrays BHFL, any hosted member of BHFL or any BHFL employee or representative in a negative light. We reserve all of our rights in the Copyrighted Materials and your license to use such material is limited to the manner described herein. We may revoke your license at any time, by giving you written notice. If not previously revoked, this license shall immediately terminate upon the termination of your participation in the Affiliate Program.
- c. You grant to us a non-exclusive license to utilize your name, title, trademarks, and logos (the "Affiliate Trademarks") in any advertisement or other materials used to promote BHFL and the Affiliate Program. This use shall terminate upon the termination of your participation in the Affiliate Program.

18. Term and Termination

- a. The term of this Agreement will begin upon our acceptance of your Affiliate Program application and will end when terminated by either party (the "Term"). Either party may terminate this Agreement at any time, with or without cause.
- b. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term. Commission Fees earned prior to the date of termination will be eligible for commissions only if the orders for the related BHFL Products and Services are not cancelled within (30) days and comply with all of the terms of this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by BHFL in its sole discretion.
- c. Any Affiliate who violates this Agreement, BHFL's Terms and Conditions, or any applicable law will immediately forfeit any right to any and all accrued, but not yet received, Commission Fees and will be immediately removed from the Affiliate Program.
- d. BHFL reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in BHFL's sole discretion.

19. Modification

- a. We may modify this Agreement at any time in our sole discretion; provided that the change shall solely apply to events occurring after the date on which you accept and agree to such

modifications unless you otherwise agree herein. Such modifications shall take effect when posted on our website. Modifications may include, but are not limited to, changes in the scope of available Commission Fees, commission amounts or percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement, in which event you shall be entitled to your rights under the unmodified Agreement prior to the date of the applicable modification. Your continued participation in the Affiliate Program following our posting of any modification on our website will constitute binding acceptance of the change.

20. Disclaimers

- a. We make no express or implied warranties or representations with respect to the Affiliate Program or any BHFL Products and Services sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

21. Relationship of Parties

- a. You and BHFL are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Affiliate Site or otherwise, that contradicts anything in this section.

22. Representations and Warranties

You hereby represent and warrant to us as follows:

- a. You have reviewed and understand this Agreement and agree to be bound by its terms.
- b. Your acceptance of this Agreement and participation in the Affiliate Program will not violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- c. You are the sole and exclusive owner of the Affiliate Trademarks and have the power to grant to BHFL the license to use such marks in the manner contemplated herein, and such grant will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any third person or entity.
- d. You are not required to obtain consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party in connection with your entrance into this Agreement
- e. There is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the Affiliate Trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.
- f. During the Term, you will not include in your Affiliate Site content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethnically, or otherwise objectionable or are in violation of our Terms and Conditions or Acceptable Use Policy.
- g. You are at least eighteen (18) years of age.
- h. Each Referred Customer is valid, genuine, and unique and meets the criteria of a Qualified Purchase for generating a Commission Fee as provided in this Agreement.

23. Limitation of Liability

- a. WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL

COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

24. Indemnification

- a. You hereby agree to indemnify and hold harmless BHFL and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Affiliate Site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

25. Confidentiality

- a. Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, BHFL customer and vendor lists, or pricing and sales information (including without limitation commission rate), shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not under any obligation of confidentiality to the disclosure hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In the event of such disclosure, the receiving party shall give the disclosing party prior notice before releasing any information unless giving such notice is prohibited.

26. Independent Investigation

- a. You understand that we may at any time (directly or indirectly) solicit BHFL relationships on terms that may differ from those contained in this Agreement. We may also solicit relationships with entities that operate websites that are similar to or compete with your Affiliate Site. You have independently evaluated the desirability of participating in the BHFL Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement

27. Miscellaneous

- a. **Governing Law.** The laws of the state of Georgia will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in DeKalb County, Georgia and you irrevocably consent to the jurisdiction of such courts.
- b. **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns
- c. **Waiver.** Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.