

## AFFILIATE AGREEMENT

Updated: February 2024

This Affiliate Agreement (“Agreement”) constitutes a binding contract between you, an individual user, or an entity (“Affiliate”), and NetNut Ltd., a company incorporated in the State of Israel, with its main place of business located at 30 Haarba’a Street, Tel-Aviv 6473926, Israel (“Company”).

All capitalized terms used in this Agreement but not defined in this Agreement will have the meanings ascribed to them in our Terms of Service and Use located at [https://www. https://netnut.io/license/](https://www.https://netnut.io/license/) (“TOS”). The TOS is hereby incorporated into this Agreement. If there is any conflict or inconsistency between this Agreement and the TOS, then this Agreement will control to the extent of that conflict or inconsistency.

*BY ACCEPTING THIS AGREEMENT THROUGH THE REQUIRED PROCESS, OR SENDING THE AFFILIATE PROGRAM APPLICATION TO THE COMPANY, OR ACCESSING OR PARTICIPATING IN THE AFFILIATE PROGRAM (DEFINED BELOW), AFFILIATE REPRESENTS AND WARRANTS THAT: (1) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AGREE TO BE BOUND LEGALLY BY THIS AGREEMENT; (2) YOU ARE EITHER AT LEAST 18 YEARS OF AGE OR HAVE THE CONSENT OF A PARENT OR LEGAL GUARDIAN WHO IS AT LEAST 18 YEARS OF AGE TO PARTICIPATE IN THE AFFILIATE PROGRAM; AND (3) IF YOU ARE PARTICIPATING IN THE AFFILIATE PROGRAM ON BEHALF OF AN ENTITY, THEN YOU HAVE THE AUTHORITY TO AND HEREBY DO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, THEN YOU MUST REFRAIN FROM SENDING THE AFFILIATE PROGRAM APPLICATION TO THE COMPANY AND REJECT THIS AGREEMENT THROUGH THE REQUIRED PROCESS.*

### 1. Nature of Relationship.

Company engages entities and individuals to refer new customers to Company by making available on their web properties a unique URL that the Company provides and that routes users to websites where those customers can purchase access to Company products and services (“Affiliate Program,” and such unique URL, the “Company URL”). This Agreement governs your participation in the Affiliate Program. The Affiliate will act as an agent on behalf of the Company by placing links on their website(s) to direct traffic to the Company website(s) registered at <https://netnut.io/>. The Affiliate shall coordinate with the Company to carry out successfully the marketing, publicizing, and promotion of the Company’s products or services. Any Affiliate Program may be amended or terminated at any time. Information about the Affiliate Program will be available on the Company website. Accordingly, the Affiliate must keep themselves informed of any amendments of Affiliate Programs, particularly if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.

### 2. Affiliate Program Registration and Terms.

- 2.1 To register for the Affiliate Program, you must complete and send an Affiliate Program Application to the Company. The Affiliate Program application is included on the Company's website and can be completed and submitted through the site. The Company will evaluate the application and notify the applicant Affiliate of their acceptance or rejection.
- 2.2 The Company may reject the application for any reason at their sole discretion. Without limiting the ability to reject any application for any reason at the Company's absolute discretion, the application will be rejected if: (i) the application is incomplete; (ii) the applicant Affiliate’s website contains images or content that is not acceptable to Company or is inconsistent with the image that the Company wishes to create in association with the Company’s website, products and/or services; (iii) the applicant Affiliate’s website contains images or content that promotes violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iv) the applicant Affiliate’s website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, or racially or ethnically objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, or religious preference; (v) the applicant Affiliate’s website promotes illegal activities or is intended to harass or defame any person; (vi) the Affiliate website intentionally includes variations or misspellings thereof in their domain names or otherwise violates the Company's intellectual property rights or the intellectual property rights of others, (vi) the Affiliate’s site contains any material that appears to the Company to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

- 2.3 If the Company rejects the Affiliate's application, the Affiliate is welcome to reapply to the Affiliate Program at any time. However, if the Company accepts the application, the Company reserves the right to terminate the Affiliate's participation in the Affiliate Program for any reason at its sole discretion immediately and without prior notice.
- 2.4 The term of this Agreement will begin upon the Company's acceptance of the Affiliate's application.
- 2.5 Even after the Company has accepted you as an Affiliate Program member, the Company reserves the absolute right to rescind or terminate your affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons provided in Section 2.2 herein, in so far as such reason became relevant after the Company has accepted you as an Affiliate Program member.
- 2.6 The Affiliate is only eligible to earn commission fees on qualified purchases occurring during the term, and commission fees earned through the date of termination will remain payable only if the orders for the related products and services are not canceled and comply with all terms laid out in this Agreement.
- 2.7 An Affiliate that violates either this Agreement or the Company's Terms and Conditions will immediately forfeit their right to all accrued commission fees and be removed from the Company Affiliate Program. Without limitation, the Affiliate's participation in the Affiliate Program and this agreement shall be deemed automatically terminated immediately and all commissions forfeited upon the Affiliate's violation of any of the terms of this Agreement or any applicable law or regulation having the force of law.

### 3. Affiliate responsibilities.

- 3.1 It is understood that the Affiliate will introduce Company products and services to their current and prospective customers and will comply with all laws, including those that govern email marketing and anti-spam laws.
- 3.2 The Affiliate will be fully responsible for any costs related to maintaining or marketing the Program, including but not limited to costs associated with creation, hosting, modification, or improvements to the Affiliate's website; cost of internet marketing; offline marketing costs; and all other costs and expenses.
- 3.3 The Company reserves the right to accept or reject any prospective customers. It will pay the Affiliate a commission per customer referred using an affiliate code and according to a designated payment schedule.

### 4. Responsibility To Link to The Company's Site.

- 4.1 As an Affiliate, you will have the obligation to place links on your site directing users to the Company's site. The Company will make available to the Affiliate button links, text links, and banner advertisements to be placed on the Affiliate's website which will direct users to the Company's website via hypertext link. As an Affiliate, the Recipient is given a non-exclusive, limited term license, during the term of the active participation as an Affiliate Program member, to utilize the Company's logo images provided to the Affiliate on the Affiliate's website.
- 4.2 The Company makes available to its Affiliates links, banners, and other information advertising its site to be used subject to the terms of this Agreement. These materials will contain its trademarks and other proprietary property. Affiliate may display these materials on the Affiliate's website for the purpose of promoting the Company's site, products and services and participating in this Affiliate Program. If you discontinue the Affiliate Program or if your participation is terminated for any reason, Affiliate will immediately cease using these materials and will delete all such materials from the Affiliate's website and from each of Affiliate's computer(s). The Affiliate must obtain the Company's approval of all links to the Company's site that the Affiliate places on the Affiliate's website.
- 4.3 The Affiliate will not modify the links or other materials that the Company provides to the Affiliate or the placement of the links on the Affiliate's page. The Affiliate consents to the Company monitoring the Affiliate's website to determine continued compliance with this Agreement.
- 4.4 The Affiliate consents to the Company including information relative to traffic from the Affiliate's site in the Company's reports. This information may be provided to outside parties.
- 4.5 The Company is not responsible for the failure to assign any transaction or referral fees to the Affiliate if such failure to assign results from the improper formatting of the link from the Affiliate's website. The Affiliate should always ensure that the link is appropriately formatted and shall immediately report to the Company about any problems that the Affiliate may have with the format.

## 5. No Representations Regarding Income Potential.

The Company makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims all warranties relative to earning potential from any participant's affiliate status. In addition, in connection with its products and services, the Company cannot guarantee the term of any price or special promotion or offer.

## 6. Compensation.

### 6.1 Definitions.

- 6.1.1 "Company Revenue" means the amount that Company receives from each Qualified Referral for such Qualified Referral's first purchase of access to any Company products or services, exclusive of: (1) any credits, discounts, refunds, or rebates; (2) governmental charges and duties, including, without limitation, all applicable taxes; and (3) uncollectible accounts determined in accordance with reasonable accounting practices.
- 6.1.2 "Ineligible Referral" means any prospective customer where: (1) another Company distribution partner has already referred such prospective customer to Company; (2) Company has a proposal or quote out to the prospective customer; or (3) the prospective customer has an existing account for access to any Company products or services.
- 6.1.3 "Qualified Referral" means a prospective customer, other than an Ineligible Referral, who satisfies both of the following requirements: (1) the prospective customer purchases access to any Company products or services within 30 days of when the prospective customer clicks on a Company Link; and (2) the last hyperlink the prospective customer clicked on before purchasing access to the Company products or services was a Company Link.

### 6.2 Terms.

- 6.2.1 Referral fees will be paid to the Affiliate based on customers who access the Company website through the Affiliate's site, payable to the Affiliate as a percentage of the Company Revenue. The percentages to be payable as referral fees hereunder shall be set by the Company during the registration process to participate in the Program. The Company reserves the right to change and amend the referral fee rate structure at any time, in the Company's sole discretion.
- 6.2.2 Company will pay you all fees owed within forty-five (45) days following the end of each calendar month during which those fees accrued.
- 6.2.3 Referral fees will be payable only on Company Revenue that are tracked through the Company's online tracking system that indicate the Affiliate's website's link as the original source, which Qualified Referral transaction occurred within thirty (30) calendar days of the most recent visit to the Company's site through the Affiliate's website. There is no right to a referral fee if (i) a user makes a purchase outside of such 30-day period or (ii) a user later returns to the Company's site through another link or source other than through the Affiliate's website and makes a purchase. All Qualified Referral transactions made within thirty (30) calendar days of the most recent visit to the Company's site through the Affiliate's website will (i) be tracked in the Company's online tracking system and (ii) count towards referral fee calculations.
- 6.2.4 If Company issues a refund to any Qualified Referral for a purchase of Company products or services after thirty (30) days from the date that Qualified Referral made payment to Company but before Company pays any amounts owed to Affiliate, then Company will apply a credit to Affiliate's account in the amount owed to Affiliate. That credit will be paid together with the next fee payment Company is obligated to make to Affiliate under this Agreement for a Qualified Referral. If Company is not obligated to make any such additional payment to Affiliate for a period of at least ninety (90) days from the date the credit is issued to Affiliate's account, then that credit will expire.
- 6.2.5 The Company will pay a referral fee only upon collection by the Company. The Affiliate has no right to referral fees until the applicable customer has paid the Company in full. Only purchases that are made through the Company's online ordering process will count towards referral fee calculations.
- 6.2.6 The Company will not be able to pay to Affiliate any amounts owed unless Affiliate complies with all Company policies and requirements pertaining to the payment process (including, without

limitation, any know your customer requirements). Without limiting the foregoing, Payments pursuant to this Agreement will be made by wire transfer to Affiliate's account as previously identified to Company by Affiliate. Payments by Company to a PayPal account will be made only if: (1) the first and last name associated with Affiliate's account with the Company is the exact same as the first and last name associated with Affiliate's PayPal account; and (2) Affiliate verifies its PayPal account through the required process.

- 6.2.7 The Affiliate is responsible for determining if the payout for a link they placed on their site has changed or been discontinued. The Company reserves the right to deduct the costs for any products that are returned or refunded in the subsequent months, attributable to credit card fraud or bad debt write-off, or for any other reason if the previous commission was overpaid.
- 6.2.8 The Company may withhold Affiliate's final payment of commission fees for a reasonable time, in its sole discretion, to ensure that all Qualified Referrals are valid and payments from Qualified Referrals have been received by the Company.

## 7. Trademarks And Copyrights.

- 7.1 The Affiliate will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Company provided to the Affiliate for use solely on the Affiliate's website, and any owned social media accounts, email programs and other marketing campaigns associated with said website or websites, that the Affiliate indicates on Exhibit A. The Affiliate may only use the images that the Company specifically makes available to Affiliate Program members at the area of the Company's website that is specifically designated as approved images. The Affiliate may not distribute, reproduce, modify, or amend these images in any way. The Affiliate may use these images only for the purposes of promoting the Company's website, products, and services on the Affiliate's website in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Company may create and amend from time to time regarding the Affiliate Program.
- 7.2 This license shall immediately terminate upon the termination from the Affiliate Program. The Company may also terminate this license upon notice to the Affiliate if the Affiliate's use of these items is contrary to or does not conform with the Company's standards, such standards to be determined at the Company's sole and absolute discretion. The Affiliate agrees that the Company retains all rights, title, and interest in and to all such materials, as well as all goodwill and other value associated with any of these materials. The Affiliate will not gain any trademark, copyright, or other proprietary rights to such materials. The Affiliate agrees not to take any action that is contrary to or inconsistent with the Company's rights to these materials. The Affiliate will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Company or that paints the Company in a false or negative light. The Company may revoke the limited license granted hereunder at any time in writing to the Affiliate. Upon termination or revocation, the Affiliate will immediately cease from any use of this material.

## 8. Responsibilities.

- 8.1 The Affiliate is responsible for all matters pertaining to the Affiliate's website including its development, maintenance, operation and placing links on the Affiliate's site in compliance with the terms of the Affiliate Program. The Affiliate is solely responsible for all items that appear on its site and for assuring that such items do not infringe upon or violate the rights of any other party. The Company is not responsible for any matter pertaining to the Affiliate's site or the content thereof and the Affiliate holds the Company harmless and indemnifies the Company from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Affiliate's website and business. Such indemnity includes the Company's costs and attorney fees in defending any such matter. The Affiliate represents and warrants to the Company that its site does not and will not contain any materials that are illegal, and that the Affiliate's site is not operated for an illegal purpose or in an illegal manner.
- 8.2 The Affiliate further agrees to comply with all applicable laws, rule, and regulations in connection with the performance of its obligations under this Agreement and that failure to comply therewith shall constitute a material breach of this Agreement for which the Company may terminate this Agreement immediately.
- 8.3 The Company forbids the use of unsolicited commercial email (UCE) or SPAM campaigns, be it direct, by a third party or any affiliate of Affiliate or similar agent acting on the Affiliate's behalf. The Company reserves the right to terminate any violating Affiliate's account or any part thereof, without notice or compensation. If any Affiliate is found to be involved in a SPAM/UCE campaign, including flooding

newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation: (a) The Affiliate's Affiliate Program account will be closed immediately, without burden of notice or compensation, and (b) all related information will be provided to any investigating authorities or anti-Spam organizations.

8.4 To the extent the Affiliate is processing personal data on behalf of the Company as part of the Affiliate Program, the Affiliate shall process such personal data in accordance with applicable law and the Company's then-current Data Processing Agreement, available [here](#), and incorporated by reference to this Agreement, including its annexes.

## 9. Customers/ Users.

9.1 All parties who make purchases through the Company's website, regardless of whether they may have reached the Company's website through the link from the Affiliate's website, are deemed to be the Company's customers and not the Affiliate's customers in connection with the Company's Products and services. The Company will have the right to contact these customers and send future marketing offers to them. The Affiliate will have no right to referral fees on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through a link from the Affiliate's website. Additionally, all such customers and purchases will be subject to the Company's policies, procedures, rules and regulations and the Affiliate has no right or authority to amend or offer any different offers relative to the purchase of products and services from the Company's website. The Company reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Company's business and sale of products and services at any time in its sole discretion.

9.2 The Company will be responsible for handling all customer inquiries, products and/or services orders, customer billing and collection, and products and services delivery relative to customers that enter the Company's site through the links from the Affiliate's site. Pricing of the Company's products and services is solely within its discretion and the Company reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Affiliate or users accessing the Company's site. The Company's sole responsibility to the Affiliate in this regard is to track customer orders that occur through links from the Affiliate's website and provide reports to the Affiliate of the referral fees due to the Affiliate as a result thereof. All such reports shall be un-audited. The Company will have no obligation to provide the Affiliate with any specific information relative to any customer, regardless of whether they access the Company's site through the link from the Affiliate's site.

## 10. Confidentiality.

10.1 In the event that any information is disclosed to the Affiliate through the Affiliate participation in the Affiliate Program related in any way to the Company and its business which the Company deems to be confidential and proprietary, the Affiliate agrees to hold such information in strict confidence and trust for the sole benefit of the Company, both during the term of this Agreement and at all times thereafter, and shall not use such confidential information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties according to this Agreement, without the Company's prior written consent.

10.2 Confidential information refers to any non-public or material information about Company's current or future business or technology that may be made available to the Affiliate in connection with the Affiliate Program and includes, without limitation, information regarding the Company's changes or modifications to this Agreement or the Affiliate Program (which the Company shall have no obligation to make) or any special treatment that the Affiliate may receive (which the Company reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include, without limitation, all information related to the Company's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Company considers to be confidential and proprietary. Affiliate acknowledges and agrees that all confidential information of the Company constitute and embody valuable Company trade secrets, and Company exclusively owns all such confidential information.

10.3 The Affiliate shall not disclose any confidential information to any person or entity, other than to such of its employees or consultants as may be necessary for purposes of performing its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement without the Company's prior

written consent. Affiliate agrees to protect the confidential information from unauthorized access, use and disclosure in the same manner that it would use to protect its own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

#### 11. Indemnification.

11.1 The Affiliate hereby agrees to indemnify and hold harmless the Company, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any claims, actions, causes of action, demands, threats, suits, 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:

11.1.1 Any claim that the Company's use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary rights of any third party, or any claim related directly or indirectly to the Affiliate's use, operation, or the content of the Affiliate's website.

11.1.2 Any claim related to the Affiliate's site, including, without limitation, its development, operation, maintenance, and content therein not attributable to the Company.

11.1.3 Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein.

#### 12. Limitation on Liability.

12.1 The Company hereby disclaims any and all warranties and liability related to any downtime or failure for users to be able to access the Company's website or to access the Company's website using the link from the Affiliate's website. The Company will not be responsible for and hereby disclaims any and all warranties related to the Company's website, the Affiliate Program, the Affiliate's participation in the Affiliate Program, the Affiliate's ability to make any referral fees or otherwise profit through participation in this Affiliate Program, including but not limited to any warranties of fitness for any particular purpose or merchantability, non-infringement, or any claim which is made based on the Company's course of operations or usage of trade. The Company does not represent or warrant that the Company's website or any application, product, or service, including but not limited to its link tracking features, will be error-free or that the Company's website or any application, product or service will function without interruption.

12.2 Without limiting anything set forth in this Agreement, the Company's TOS and to the fullest extent permitted by law: (a) The Company will not be responsible for any direct or indirect damages or liabilities of any nature, including but not limited to consequential, incidental, special, punitive, or exemplary damages arising out of or related to this Agreement, including, but not limited to, lost profits or loss of business opportunity or any other damages, regardless of whether the Company was or has been advised of the possibility of the same and took no action to prevent the same; and (b) Without limiting the foregoing, under no circumstances will the Company's total liability arising out of or related to this Agreement, regardless of the type of action or claim, exceed the total amount of referral fees paid and payable to the Affiliate by the Company during the two (2) months prior to the date the dispute first arose.

#### 13. Relationship of the Parties.

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. This Agreement will not be construed to create any association, partnership, joint venture, employment, or agency relationship between the Company and the Affiliate for any purpose. The Affiliate has no power or authority to bind the Company to any obligation, agreement, debt, or liability. The Affiliate shall not hold itself out as an agent or representative of the Company, or as having any authority to bind or represent the Company in any manner whatsoever.

#### 14. Modification.

The Company may modify any of the terms and conditions in this Agreement on a going-forward basis, at any time, at its sole discretion. Please check this Agreement periodically for changes. Such changes and modifications will take effect upon transmission by email or posting on the Company's website, and may include, but are not limited to,

changes in the payment procedures and the Company's Affiliate Program rules. If any modification is unacceptable to the Affiliate, the Affiliate may terminate its participation in the Affiliate Program and such termination shall be the Affiliate's sole and exclusive remedy. If the Affiliate continues to participate in the Affiliate Program following the publication of such modifications, the Affiliate will be deemed by its continued participation to accept any and all such changes.

#### 15. Term and Termination.

15.1 The term of this Agreement commences upon your acceptance by the Company as an Affiliate Program member, or you otherwise participate in the Affiliate Program and shall remain in full force and effect until terminated by either party. Either the Company or the Affiliate may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination, unless this Agreement is terminated earlier as set forth below.

15.2 This Agreement will automatically terminate if the Affiliate breaches this Agreement.

15.3 Company may, at its sole discretion, terminate this Agreement, or suspend or terminate Affiliate's access to any portion of the Affiliate Program, at any time for any reason or no reason, with or without notice. The Affiliate may terminate this Agreement at any time by contacting customer service at [support@netnut.io](mailto:support@netnut.io).

15.4 Upon any termination of this Agreement, the Affiliate must permanently destroy all confidential material of or related to the Company within its possession or control (and certify in writing the same has been completed upon Company's request).

Company determines and controls the availability and nature of the Affiliate Program in its sole discretion. Accordingly, the Affiliate acknowledges and agrees that Company may, in its sole discretion, terminate, suspend, modify, or make the Affiliate Program more or less available, or change any service policies and operating procedures at any time, without any notice or liability to the Affiliate.

15.5 The Affiliate is only eligible to earn referral fees during its time as an approved Affiliate. The Affiliate will forfeit all right to receive past referral fees that may have accrued to the Affiliate if this Agreement is terminated as a result of the Affiliate's failure to comply with the terms of this Agreement or any policies and procedures of the Affiliate Program that may be established and amended by the Company in its discretion from time to time. If this Agreement is terminated for any other reason, the Affiliate will have a right to receive its accrued referral fees through the effective date of termination. The Company has the right to withhold final referral fee payments for sufficient time in order to assure that the amount paid to the Affiliate is accurate and not subject to later adjustment for returns or any other reason. If following final payment the Company determines that the amount of referral fees paid to the Affiliate were paid in excess of referral fees payable and due to the Affiliate, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from the Affiliate to the Company and the Company shall have all legal right to receive a refund of such overpaid referral fees from the Affiliate.

#### 16. Severability.

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement. Nevertheless, if any provision or term of this Agreement is so held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement. The Company's failure to enforce the Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such a provision or any other provision of this Agreement.

#### 17. Assignment.

This Agreement is only for the benefit of the Affiliate. Affiliate will not assign, transfer, delegate, or subcontract any of the rights or obligations under this Agreement whatsoever. Any assignment or delegation in violation of this section will be void. The Company may at any time assign, transfer, or subcontract any or all its rights or obligations under this Agreement without the prior written consent of the Affiliate. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

#### 18. Notices.

Notices to the Company shall be by certified mail, return receipt requested addressed to the address contained in this Agreement, or such other address that the Company provides notice of to the Affiliate via email or by posting the same

on the Affiliate section of the Company website. Notices to the Affiliate shall be sent by email addressed to the email address that the Affiliate provided to the Company as part of its application form, or by posting such notices on the Affiliate section of the Company's website. It is the Affiliate's responsibility to periodically check the Affiliate section of the Company website to monitor all notices provided thereon.

19. Governing Law and Jurisdiction.

This Agreement shall be interpreted under the laws of state of Israel. All legal actions relative hereto and/or in connection with this Agreement shall brought before the courts located in Israel and the Affiliate irrevocably consents to the jurisdiction of such courts.

20. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the Affiliate and the Company relating to the Affiliate Program only, and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between the Affiliate and the Company, written or oral, to the extent they relate in any way to the subject matter hereof.

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