

Affiliate Terms and Conditions

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Effective Date: June 19, 2026

These Affiliate Terms and Conditions, together with any documents these Terms and Conditions incorporate by reference (collectively, these “**Terms**”), govern your participation in any affiliate marketing program, including any website, mobile application, desktop application, plugin, other media platform that references or links to these Terms, any proprietary platform or other technology provided on or through any such marketing program, and any other products, services, or information provided to you by or on behalf of Frontline Prop LLC (“**Frontline Prop**,” “**we**,” “**us**” or “**our**”) that reference or link to these Terms from time to time (collectively, the “**Affiliate Program**”). Each person or entity accessing, participating in, or otherwise using the Affiliate Program (“**Affiliate**,” “**you**” or “**your**”) agrees, by doing so, that you have read, understood, and accepted these Terms. If you do not understand or agree to these Terms, you are not permitted or authorized to use, participate in, or access the Affiliate Program.

By signifying your acceptance of these Terms or by accessing or participating in the Affiliate Program or allowing others to access or participate in the Affiliate Program on your behalf or through the use of your username or password, you confirm that you are a natural person over the age of 18, and agree (on your own individual behalf and on behalf of any entity for which you use the Affiliate Program), to be bound by these Terms (which may be updated from time to time, as discussed below). To the extent any other agreement between you and Frontline Prop conflicts with these Terms, these Terms shall govern with respect to the Affiliate Program only.

AFFILIATE PROGRAM

To participate in the Affiliate Program, you must submit an application (each an “Application”) to Frontline Prop, which Application will include such information as may be required by Frontline Prop and its Third Party Providers (hereinafter defined) from time to time in its sole discretion, and which Application will be approved or declined by or on behalf of Frontline Prop in its sole discretion. If Frontline Prop has not approved your Application, you may not access, use, or participate in the Affiliate Program. All information you provide to Frontline Prop is subject to [Privacy Policy](#).

If Frontline Prop accepts your Application, Frontline Prop may permit you to participate in the Affiliate Program on a non-transferrable, non-exclusive basis, and may issue to you a username, password, or other login information (“Credentials”), in connection therewith. As a condition to your participation in the Affiliate Program you must maintain an active account and approval from one or more of Frontline Prop’s Third Party Providers which may, among other things, complete background, anti-money laundering, and other verifications. Such accounts and approval are subject to the applicable Third Party Terms (hereinafter defined). You agree to maintain accurate, complete, and up-to-date information associated with your Credentials and participation in the Affiliate Program. Your failure to maintain accurate, complete, and up-

to-date information may result in your inability to access or participate in the Affiliate Program. You hereby agree not to disclose your Credentials to any other person or entity (each, a “Person”). You will be solely responsible for ensuring the security and confidentiality of your Credentials, and will be responsible for all activity occurring through or in connection with your Credentials. You agree to notify Frontline Prop immediately of any actual or suspected loss, theft or unauthorized use of your Credentials or any other breach of security relating to the Affiliate Program. Upon receipt of such notice, Frontline Prop may terminate your Credentials provided that you will remain responsible for any actions taken through the use of your Credentials before such access is terminated.

As part of your participation in the Affiliate Program, you may advertise and promote Frontline Prop’s products and services (the “Services”) solely in accordance with and as permitted by these Terms. You may not authorize or appoint any dealers, sub-resellers, agents, representatives, subcontractors, or other third parties to advertise, promote, support, or otherwise in connection with the Services. All rights not specifically granted by Frontline Prop hereunder are reserved by Frontline Prop. Without limiting the generality of the foregoing, Frontline Prop reserves the right to advertise, promote, market and distribute the Services, and to appoint third parties to advertise, promote, market and distribute the Services, worldwide. Further, Frontline Prop reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Services, to offer new or additional products and services, and to discontinue support, distribution, or licensing of any or all of the Services without liability of any kind. These Terms are subject to Frontline Prop’s then-current terms of use, agreements, privacy policy, terms of use, and other policies, terms, conditions, and agreements of any kind or nature applicable to the Services (including [Terms of Use and Privacy Policy](#) collectively, the “Contracts”). Frontline Prop may change the Contracts at any time in its sole discretion upon written notice, which notice may be posted on Frontline Prop’s website or delivered to users of the Services through the Services. These Terms do not grant you any right to access, use, or otherwise deal in the Services, other than the limited right to market and promote the Services expressly set forth herein.

Subject to these Terms, Frontline Prop grants you a limited, personal, revocable, non-assignable, non-transferable, non-exclusive license (without the right to sublicense) to use, reproduce and display the Marks (hereinafter defined) solely as necessary to market the Services as part of your participation in the Affiliate Program and in accordance with these Terms. Your use of the Marks shall be in compliance with this Agreement, the Contracts, and the then-current Guidelines (hereinafter defined). Affiliate, at its own expense, shall prepare such materials as are reasonable and appropriate for the successful marketing of the Services in accordance with these Terms, provided that Affiliate shall depict the Marks and Services only as depicted in descriptions, materials, and artwork provided by Frontline Prop, without modification, resizing, or other alteration of any kind or nature. Affiliate shall clearly and prominently disclose in all marketing and other materials disclosed or displayed in connection with the Affiliate Program (“Program Materials”) that: (a) Affiliate has a paid affiliate marketing relationship with Frontline Prop; (b) all evaluations in the Services involve simulated trading only and do not involve real crypto assets; and (c) the Services are not a regulated financial service or investment product. Affiliate shall not make any statement that could reasonably be interpreted as representing that participation in the Crypto Program constitutes real asset trading or investment activity. Frontline Prop may publish and revise usage guidelines with respect to the

Marks and/or marketing guidelines with respect to the Services or Program Materials (“Guidelines”) from time to time in its sole discretion, and Affiliate shall comply with all such Guidelines. Frontline Prop may reasonably request at any time, and Affiliate agrees to promptly provide, copies of all Program Material and any other materials bearing the Marks for purposes of verifying their quality and compliance with the Guidelines, the Contracts, and these Terms. “Marks” means the Frontline Prop name, together with any trademarks, service marks, trade names, logos, and other marketing materials owned or licensed by Frontline Prop or its affiliates or in any manner associated with the Services. Affiliate agrees to include the Frontline Prop logo and any associated logos provided by Frontline Prop, together with a statement that identifies the Services as the property of Frontline Prop, in all advertising and promotional materials related to the Services.

PAYMENTS

Frontline Prop may pay Affiliate for its participation in the Affiliate Program in any manner permitted by applicable law, rule, regulation, and administrative order (collectively, “Law”), including in accordance with one or more fee or commission schedules published by Frontline Prop and applicable to Affiliate’s participation in the Affiliate Program from time to time. Frontline Prop may modify any such schedule at any time and from time to time with or without notice to Affiliate. Payment of any such amount may be handled through and by one or more Third Party Providers and subject to the applicable Third Party Terms. Affiliate acknowledges and agrees that it is not guaranteed to receive any particular payment, fee, or other amount in connection with its participation in the Affiliate Program, and such payments shall be made at Frontline Prop’s sole discretion.

Affiliate shall be responsible for all costs in connection with its participation in the Affiliate Program. All insurance, duty and taxes applicable to Affiliate’s marketing activities and receipt of any amount paid to Affiliate hereunder shall be paid by Affiliate. To the fullest extent permitted by applicable Law, Affiliate will indemnify and hold the Frontline Prop Parties harmless from any obligation to pay any governmental entity any employer statutory taxes, withholding taxes, social security taxes or other taxes, levies or duties in connection with Affiliate’s participation in the Affiliate Program, and from any and all damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs of litigation) arising out of or resulting therefrom.

INTELLECTUAL PROPERTY

Affiliate acknowledges that the Services contain valuable trade secrets of Frontline Prop. Affiliate shall not, and shall ensure that other third parties do not, (a) modify, adapt, alter, translate, copy, perform, display (except as expressly permitted hereby), or create derivative works based on the Services; (b) sublicense, lease, rent, or loan the Services; (c) transfer access to the Services to any third party; (d) provide the use of the Services in, or use the Services to establish or operate, any service bureau, rental or timesharing arrangement; or (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services. Affiliate will not remove, alter or otherwise obscure any notices or disclaimers appearing in or on the Services. Additionally, Affiliate agrees not to make, have made, use, or sell any products in violation of Frontline Prop’s Intellectual Property Rights (hereinafter defined). Affiliate shall not

market the Services in a manner that, or to any Person who intends to use, the Services in a manner that is, or potentially is, illegal, a legal risk to any Frontline Prop Party (hereinafter defined), generally objectionable in the community, or degrading to the quality, goodwill, reputation of Frontline Prop or the Services. Without limiting any other provision of these Terms, breach of this Section shall constitute a material breach of these Terms.

Affiliate's use of the Marks and all Program Materials and the goodwill associated therewith shall inure to the sole benefit of the Frontline Prop Parties. Affiliate acknowledges that Frontline Prop or its licensors are the exclusive owners of the Program Materials, Marks, and Services and Affiliate's use of the Program Materials and Marks do not convey to Affiliate any right, title or interest in or to any Program Materials, Marks or Service. At no time shall Affiliate challenge or assist others in challenging the Marks or the registration thereof (except where such a limitation is prohibited by local law) or attempt to register any trademarks, service marks or trade names confusingly similar to those of Frontline Prop or any of its officers, directors, affiliates, or licensors (collectively, the "Frontline Prop Parties"). Affiliate shall immediately discontinue any advertising, practice or use (including, without limitation, any use of Program Materials or Marks) deemed by Frontline Prop to have any misleading, deceptive or detrimental effect. Affiliate agrees that Affiliate shall not use the Marks or Program Materials, or any limitation or variant thereof, as part of any product or service name, any trade name under which Affiliate conducts business, or as part of any domain name, nor will Affiliate grant or purport to grant such use to any employee, officer, director, subsidiary, affiliate, agent, or representative of Affiliate (collectively, the "Affiliate Parties"). Without limitation, Affiliate shall use the Marks and Program Materials only in connection with its marketing of the Services as part of the Affiliate Program in compliance with these Terms and for no other purpose whatsoever, including without limitation, in connection with any other products or services.

Frontline Prop retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Services, the Marks, and the Program Materials (collectively, the "Property") and Affiliate shall do nothing inconsistent with such ownership nor use or distribute the Services. Affiliate receives no rights in the Services hereunder. Title to the Property, in whole or in part, and all Intellectual Property Rights therein are vested in, and shall remain vested in, Frontline Prop or the Frontline Prop Parties, as applicable. Except for the limited right to use the Marks for the purposes and as expressly provided herein, nothing contained herein shall be deemed to grant to Affiliate or any Affiliate Party, either directly or by implication, estoppel, or otherwise, any license or right in, to, or under any Intellectual Property Rights of Frontline Prop or any Frontline Prop Party or otherwise in the Property.

Affiliate shall promptly notify Frontline Prop if Affiliate learns of any infringement of any Property (including, without limitation, any Frontline Prop Party's Intellectual Property Rights therein) or of the existence, use or promotion of any mark or design similar to the Marks. Frontline Prop shall have the sole right and discretion to decide what legal proceedings or other action, if any, shall be taken, by whom, and how such proceedings or other action shall be conducted. Any legal proceedings enforcing or protecting Property shall be for the sole benefit of the Frontline Prop Parties. Affiliate shall, at Frontline Prop's request, reasonably cooperate and assist Frontline Prop in any such proceeding. Consequently, without prior written consent of Frontline Prop, Affiliate shall not have the right to institute proceedings for infringement of any

Property which Affiliate is permitted to use under this Agreement, to institute proceedings against a competitor for unfair competition or improper use of any Property or Intellectual Property Rights of any Frontline Prop Party, or to incur any cost or obligations on behalf of any Frontline Prop Party. For the purposes of this Agreement, "Intellectual Property Rights" shall mean any and all patents, utility models, copyrights, trademarks, mask works, intellectual and industrial property rights, and all other forms of protection afforded by law to inventions, models, designs, technical information, works of authorship, and applications, including (without limitation) moral rights, registrations, applications, extensions, renewals, and embodiments of such rights.

Affiliate acknowledges that the Intellectual Property Rights in the Property are valuable assets of the Frontline Prop Parties and/or their respective successors and Affiliate shall protect and safeguard the Intellectual Property Rights in and to the Property by using the same degree of care that Affiliate generally uses to protect its own Intellectual Property Rights, business assets and confidential information, but in any event with no less than a reasonable degree of care. Frontline Prop shall have the right to prevent Affiliate, immediately upon written notice to Affiliate, from distributing any Program Materials or any other Property in any country or to any particular Person in Frontline Prop's sole discretion, including, without limitation if Frontline Prop determines that the jurisdiction in which the Property will be distributed or used (a) does not provide adequate protection for Frontline Prop's Intellectual Property Rights or (b) has laws, or the government has committed acts, which Frontline Prop deems injurious to its business interests.

PERFORMANCE

In its participation in the Affiliate Program and otherwise in performing these Terms, Affiliate shall (a) not engage in any deceptive, misleading, illegal or unethical practices or other activities that may be detrimental to the Services or any Frontline Prop Party (including, without limitation, any disparagement of the Services or Frontline Prop); (b) not make any representations, warranties or guarantees concerning the Services; (c) comply with all applicable non-U.S. and U.S. federal, state and local Laws; (d) at all times conduct itself and, if applicable, its business in a manner that will reflect favorably on the Services and on the good name, goodwill and reputation of the Frontline Prop Parties and of the Marks and in a manner consistent with the standards and practices established by Frontline Prop from time to time, including (without limitation), the Guidelines and the highest standards of quality established in these Terms; (e) not make statements inconsistent with those given by Frontline Prop in the Contracts and promotional materials and other literature distributed by Frontline Prop, including all liability limitations and disclaimers contained in the Contracts or any such materials; (f) not market the Services to any Person knowing that the Services do not meet that Person's requirements or that such Person may otherwise not be an appropriate user of such Services; and (g) not market the Services to any competitor or potential competitor of any Frontline Prop Party. Affiliate shall promptly inform Frontline Prop of any opportunities of which Affiliate becomes aware and which are likely to be relevant in relation to the Services and which are advantageous or disadvantageous to the interests of Frontline Prop.

Affiliate shall provide Frontline Prop, promptly upon request and no less frequently than Frontline Prop reasonably requires, with information, data, materials, and records regarding its participation in the Affiliate Program, including aggregated and anonymized performance data relating to its promotional activities

(such as referral counts, click-through, and conversion metrics) in connection with the Services, the Affiliate Program, or otherwise. Affiliate shall not transmit to any Frontline Prop Party any information or materials that are confidential, business sensitive, or Personal Information (hereinafter defined). Affiliate shall be solely responsible for compliance with applicable Law in connection with its collection, use, transfer and distribution of information relating to an identified or identifiable natural person (or any household, as applicable), of which collection, use, or disclosure is regulated by any data protection or privacy law (“Data Protection Laws”), including, without limitation, “nonpublic personal information”, “personal data”, “personally identifiable information”, “personal information” or any other similar term as defined pursuant to any Data Protection Law from time to time (“Personal Information”).

Affiliate and all Affiliate Parties shall use only legitimate and ethical business practices in the activities contemplated by these Terms. Affiliate shall comply fully with all Laws applicable to the marketing, sale and advertising of Services, including the United States Foreign Corrupt Practices Act, local anti-corruption laws and laws prohibiting the payment of commercial or private bribes. In connection with these Terms, the Affiliate Program, or the Services, neither Affiliate nor any other Affiliate Party shall pay, offer, promise, or authorize the payment, directly or indirectly, of any monies or anything of value to any Person, including but not limited to any government official or employee, any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage in any commercial transaction or in any governmental matter.

Affiliate’s collection and handling of information in connection with the Affiliate Program (including, if applicable, Personal Information) shall at all times remain in compliance with the Contracts (including, without limitation, any and all privacy policies published by Frontline Prop from time to time), and all applicable Law. Affiliate shall, at all times, maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of its systems, shall, without limitation, comply with all Data Protection Laws and other Laws applicable now and in the future.

INFORMATION SHARING. Affiliate acknowledges that this Agreement, Affiliate’s relationship with Frontline Prop, and Affiliate’s participation in the Affiliate Program will not be treated confidentially in any way. Without limiting the foregoing, Frontline Prop may disclose, as Frontline Prop may determine is necessary or desirable in its sole discretion: (a) the terms, existence, and nature of these Terms and Affiliate’s relationship with Frontline Prop; (b) data and information relating to Affiliate’s participation in the Affiliate Program; and (c) any other information relating to Affiliate, Program Materials, or the Affiliate Program. The foregoing may, without limitation, include disclosure by Frontline Prop of information relating to Affiliate, the Services, Program Materials, or the Affiliate Program to Third Party Providers.

RELATIONSHIP. Affiliate is an independent contractor of Frontline Prop. Nothing in these Terms or Affiliate’s participation in the Affiliate Program creates or shall be construed as creating an employment, partnership, joint venture, franchise, agency, or fiduciary relationship between the parties, the existence of which is expressly denied. Affiliate has no authority to, and shall not, make any representation, contract, commitment, warranty, or obligation on behalf of Frontline Prop, or hold itself out as having such authority, and shall not bind or purport to bind Frontline Prop. Affiliate assumes full responsibility for: (a) paying its

employees and contractors, including any pay for overtime hours or other premium pay that may be required under applicable Law; (b) withholding and transmitting payroll taxes, as applicable; (c) making unemployment contributions, as applicable; and (d) responding to claims for unemployment and workers compensation proceedings. All wages paid to individuals participating in the Affiliate Program shall constitute wages paid such employees by Affiliate, and no Frontline Prop Party shall have any obligation or liability whatsoever for, and Frontline Prop will not withhold, any workers' compensation, federal and state payroll taxes, unemployment compensation, minimum wages, social security assessments, or similar charges, taxes, or liabilities applicable to an employment relationship. Affiliate shall not be treated as an employee of Frontline Prop for any reason, including for purposes of holidays, vacations, disability, insurance, pensions or other employee benefits offered or provided by Frontline Prop. Frontline Prop will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on behalf of Affiliate. Affiliate is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to its participation in the Affiliate Program and receipt of fees and other amounts in connection therewith. Affiliate is solely responsible for, and must maintain adequate records of, expenses incurred in the course of its participation in the Affiliate Program. In the event that any United States or foreign authority determines that Frontline Prop must treat Affiliate as an employee for tax purposes, and that Frontline Prop must withhold and pay employment-related taxes and/or assessments in connection with the Affiliate Program or these Terms, to the fullest extent permitted by applicable Law, Affiliate agrees to indemnify and hold harmless Frontline Prop from all such payments, including any penalty or interest assessed thereon, and for that purpose, Affiliate agrees that Frontline Prop may offset any such payment made to the tax authorities against any amounts due to Affiliate hereunder.

THIRD PARTY TERMS. In marketing the Services and participating in the Affiliate Program, you may have access to third-party information, marketing materials, products, and/or services (collectively, the "Third Party Materials"), which have been independently obtained by Frontline Prop from third-party owners, providers, or licensees thereof (collectively, "Third Party Providers") and which Third Party Providers may provide certain Third Party Materials in connection with the Affiliate Program or the Services. In the event of a discontinuance or termination of Frontline Prop's access to any Third Party Materials, Frontline Prop may in its sole discretion remove the applicable Third Party Materials from the Affiliate Program or replace any such Third Party Materials with other Third Party Materials. The Third Party Materials are the property of the Third Party Providers or others and may be protected by copyright, patents, and other Intellectual Property Rights. You acknowledge and agree that such Third Party Materials are subject to the additional terms available set forth herein and such other terms as may be required by any Third Party Provider from time to time, including the terms located at our [Sub-processors](#) page (the "Third Party Terms"). You agree not to use the Third Party Materials for any purpose other than marketing the Services and participating in the Affiliate Program in compliance with these Terms and, in particular, not to (i) use the Third Party Materials for any unlawful purpose (including, without limitation, in violation of any applicable Law); (ii) download, modify, reproduce, retransmit, disseminate, sell, lease, distribute, publish, broadcast, circulate, or commercially exploit Third Party Materials in any manner not expressly authorized under these Terms,

the Contracts, and the applicable Third Party Terms; or (iii) furnish or otherwise permit or provide access to Third Party Materials to any Person other than in full compliance with these Terms, the Contracts, and the applicable Third Party Terms. You agree to: (a) clearly identify the Third Party Provider as the source of Third Party Materials; (b) comply with all requests by Frontline Prop or any Third Party Provider to protect the Third Party Providers' and Frontline Prop's respective rights in Third Party Materials; and (c) take reasonable security precautions to prevent unauthorized access to any Third Party Materials. The Third Party Providers are third party beneficiaries under these Terms and shall be entitled (along with Frontline Prop or alone) to enforce these Terms by legal proceeding or otherwise for any violation hereof. Your obligations under this Section shall remain in effect after termination of these Terms. FRONTLINE PROP AND EACH THIRD PARTY PROVIDER EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY MATERIALS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE.

TERM; TERMINATION.

These Terms commence on first date of Affiliate's submission of an Application and continue until terminated. Frontline Prop may terminate these Terms and Affiliate's participation in the Affiliate Program or suspend Affiliate's right to participate in the Affiliate Program, at any time and for any lawful reason upon notice to Affiliate. Affiliate may cease participation in the Affiliate Program at any time upon 30 days' written notice to Frontline Prop.

In the event of termination of these Terms or otherwise at any time upon Frontline Prop's written request, Affiliate promptly shall, free of charge to Frontline Prop and without undue delay, return to Frontline Prop, or destroy, all copies of any Property then in its possession or under its control, without keeping any copies thereof. In addition, at any time upon termination or expiration of these Terms or Affiliate's participation in the Affiliate Program: (a) Affiliate shall immediately cease using the Marks, cease marketing of the Services, and discontinue all representations that it is a participant in the Affiliate Program or otherwise in any manner associated with Frontline Prop; (b) Frontline Prop shall have no further payment obligations hereunder; and (c) Affiliate shall deliver to Frontline Prop, upon request, a certificate acknowledging that Affiliate's obligations under this Section have been fully satisfied.

This Section 8, together with all other provisions hereof that by their nature or substance are intended to survive any termination or expiration hereof, shall survive termination or expiration of the Affiliate Program, Affiliate's participation therein, or these Terms.

WARRANTIES

Affiliate represents, warrants, and covenants to Frontline Prop as follows: (a) Affiliate is, and shall remain, solvent and able to pay its bills when due; (b) Affiliate will maintain and employ sufficient working capital to carry out and perform all of its obligations under these Terms; (c) Affiliate is authorized to enter into these Terms and perform its obligations hereunder; (d) Affiliate has obtained and will maintain all authorizations, permits, approvals, consents, rights, and licenses required to market the Services as contemplated herein, and to otherwise participate in the Affiliate Program; (e) Affiliate has not used and will not use any funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity, made any direct or indirect unlawful payment to any governmental entity, or given anything of value, made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment in connection with the Property or the Affiliate Program; (f) Affiliate will at all times comply with, and will not subject Frontline Prop or any Property to any liability under, applicable Law. Affiliate shall provide Frontline Prop with prompt written notice of: (i) any actual or threatened occurrence of any event that materially affects, or could be reasonably expected to materially affect, Affiliate's ability to perform its obligations hereunder or participate in the Affiliate Program; or (ii) any of the foregoing representations, warranties, or covenants becoming untrue in any material respect or, any actual or threatened occurrence of any event that, with the giving of notice or the passage of time, would cause any such representation, warranty, or covenant to become untrue.

1. THE LIMITED WARRANTY OFFERED PURSUANT TO THE CONTRACTS (IF ANY) IS THE ONLY WARRANTY PROVIDED BY FRONTLINE PROP WITH RESPECT TO THE SERVICES AND THE AFFILIATE PROGRAM, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FRONTLINE PROP PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FRONTLINE PROP DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR AFFILIATE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES OR AFFILIATE PROGRAM WILL BE CORRECTED. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY ANY FRONTLINE PROP PARTY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THE CONTRACTS (IF ANY).

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL ANY FRONTLINE PROP PARTY BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, OR THE USE OR INABILITY TO USE ANY PROPERTY, REGARDLESS OF THE BASIS OF THE CLAIM, AND EVEN IF A FRONTLINE PROP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; (B) IN NO EVENT SHALL FRONTLINE PROP BE LIABLE TO AFFILIATE OR ANY OTHER PERSON FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDER; AND (C) REGARDLESS OF WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER

LEGAL OR EQUITABLE THEORY, FRONTLINE PROP AND THE OTHER FRONTLINE PROP PARTIES' AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS AND THE AFFILIATE PROGRAM SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE LESSER OF \$5,000 AND THE AGGREGATE FEES PAID BY FRONTLINE PROP TO AFFILIATE HEREUNDER IN THE TWO (2) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE MOST RECENT CLAIM AROSE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR AFFILIATE'S RIGHTS HEREUNDER AND FRONTLINE PROP'S PERFORMANCE OF ITS OBLIGATIONS HEREIN, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

INDEMNIFICATION. Affiliate will indemnify, defend and hold harmless the Frontline Prop Parties from and against any and all claims, costs, losses, damages and expenses (including attorneys' fees and costs of litigation) resulting from or in any manner relating to (a) any acts or omissions of any Affiliate Party; (b) any Affiliate Party's breach of these Terms or any Contracts; (c) any violation by any Affiliate Party of any Law; (d) the infringement or misappropriation of any Intellectual Property Rights by any Affiliate Party; or (e) false or misleading sales, marketing, or promotional materials, terms, warranties, or related information or other misrepresentations by any Affiliate Party relating to any Frontline Prop Party, any Property, these Terms, or the Affiliate Program. Affiliate will be solely responsible for any claims, warranties or representations made by any Affiliate Party which differ from the warranties provided in the applicable Contracts. Frontline Prop may, at its sole discretion, assume control over the defense and settlement of any such claim at Affiliate's sole cost.

LOCATION OF OPERATION. Frontline Prop controls and operates the Affiliate Program and the Services from its headquarters in the United States of America, and Frontline Prop makes no claim that the Affiliate Program or the Services may be lawfully used or accessed outside of the United States. Participation in the Affiliate Program or marketing or use of the Services or the may not be legal by certain Persons or in certain countries. If you participate in the Affiliate Program from outside of the United States, you do so at your own risk and you are responsible for compliance with the Laws of your jurisdiction. You will not permit the Affiliate Program or any Property to be accessed, transferred, or stored in any country, jurisdiction, or location (the following (i)-(iv), collectively, "Prohibited Locations"): (i) included on the Embargoed Countries List published by the U.S. Department of Commerce's Bureau of Industry and Security; (ii) included on any Sanctions List (hereinafter defined); (iii) having data localization laws that would adversely impact Frontline Prop's ability to transfer such Property out of such country, jurisdiction, or location; or (iv) which offers legal safeguards with respect to intellectual property less protective than those of the United States. By accessing and participating in the Affiliate Program, you represent and warrant that such access and use will not constitute Prohibited Access. Frontline Prop reserves the right to limit, in its sole discretion, the availability of the Affiliate Program to any Person, geographic area, or jurisdiction, at any time. Without

limiting the foregoing, you are subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. The Property may not be used, sold, leased, exported, imported, re-exported, or transferred in compliance with such laws, including, without limitation, export licensing requirements, end user, end use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to Persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons List. You represent and warrant that you (a) have not and will not violate, or cause any Person to be in violation of, any applicable anti-bribery or anti-corruption law (including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute in 18 U.S.C. 201, the U.S. Travel Act, or the UK Bribery Act 2010), anti-kickback laws, anti-money laundering and anti-terrorist financing laws, sanctions, embargoes, export controls, import controls, anti-fraud laws, or any other applicable Law; (b) have not used, and will not use or apply, any Property or the Affiliate Program in violation of applicable Laws; (c) are not, and will ensure that Persons accessing or participating in the Affiliate Program on your behalf are not, (1) nationals, residents, agents or representatives of, or located in, any Prohibited Location; (2) on the List of Specially Designated Nationals & Blocked Persons, the Sectoral Sanctions Identifications (SSI) List, or Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or any other applicable list of sanctioned, embargoed, blocked, criminal, or debarred Persons maintained by any U.S. or non-U.S. government, the European Union, Interpol, the United Nations, the World Bank, or any other public international organization (each such list, a "Sanctions List"); (3) an entity that is 50% or more owned, individually or in the aggregate, directly or indirectly, by, is controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on a Sanctions List; or (4) otherwise the target of any sanctions, suspensions, embargoes or debarment by the U.S. government or any other government or public international organization; (d) shall secure all necessary export/sanctions licenses or authorizations to the extent applicable and necessary; (e) shall cooperate with Frontline Prop to ensure compliance with all applicable Laws; and (f) will comply with your obligations in these Terms. A violation of the foregoing representations, warranties, or covenants will constitute a material breach of these Terms.

GOVERNING LAW; JURISDICTION; REMEDIES

These Terms and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Illinois, without giving effect to the principles thereof relating to the conflict of law. Affiliate hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court for the Northern District of Illinois, and any appellate court from any thereof, in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of these Terms or the Affiliate Program (each a "Proceeding"), and Affiliate hereby irrevocably and unconditionally agrees that all claims in respect of any such Proceeding may be heard and determined in such court. With respect to any such Proceeding, Affiliate hereby irrevocably and unconditionally waives, to the fullest extent permitted by

applicable law, (i) any objection which it may now or hereafter have to the laying of venue, (ii) the defense of an inconvenient forum and (iii) any right to trial by jury. The parties agree that the United Nations Convention on contracts for the International Sale of Goods shall not govern or apply to the interpretation of these Terms.

Affiliate acknowledges that in the event of any breach or threatened breach of these Terms by any Affiliate Party, the Frontline Prop Parties would suffer irreparable injury not compensable by money damages and for which the Frontline Prop Parties would not have an adequate remedy available at law. Affiliate acknowledges that Frontline Prop and each of the other Frontline Prop Parties, in addition to any other remedies they may have, shall, in the event of any such breach or threatened breach, be entitled to equitable relief, including, without limitation, temporary and permanent injunctive relief, without posting of any security or bond and without proof of actual damages or loss. The foregoing shall be in addition to and without prejudice to such other rights as the Frontline Prop Parties may have under these Terms or applicable law.

1. **MODIFICATIONS.** Frontline Prop may modify these Terms any of the policies or guidelines governing the Affiliate Program, at any time and in its sole discretion (including, without limitation, as required by any Third Party Provider), by posting the modified Terms in the Affiliate Program. Frontline Prop will not be required to provide notice of any such modification directly to you. The modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications). You agree to review these Terms periodically so that you are aware of any modifications. Your continued participation in the Affiliate Program indicates your full acceptance of these Terms in their then-current form each time you access or participate in the Affiliate Program. You agree that the notice and modification provisions provided in these Terms are reasonable. You may not modify these Terms or any of the policies or guidelines governing the Affiliate Program without Frontline Prop's express prior written consent.

COMMUNICATIONS. You consent to receive electronically any communications from Frontline Prop. Frontline Prop may communicate with you through the email address specified in your Application or by posting notices in the Affiliate Program. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any requirement that such communications be in writing. All notices from Frontline Prop intended for receipt by you shall be deemed delivered when sent to the email address specified to Frontline Prop in your Application. Any notice to Frontline Prop that is required or permitted by these Terms shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to info@frontlineprop.com or when delivered in person or two (2) business days after mailed by first class, registered or certified mail, postage prepaid, to Frontline Prop LLC, 805 Greenwood Street, Evanston, IL 60201.

MISCELLANEOUS. These Terms shall be binding upon the parties hereto, their heirs, successors, permitted assigns, and personal representatives. Affiliate shall not assign, delegate, sublicense, or transfer its rights or obligations hereunder without the prior written consent of Frontline Prop, which consent may be given or withheld in Frontline Prop's sole and absolute discretion. Any assignment in contravention of this Section shall be void. If any provision of these Terms is held by a court of competent jurisdiction to be

contrary to law or otherwise unenforceable, then the remaining provisions of these Terms, if capable of substantial performance, shall remain in full force and effect. The parties expressly agree that the Frontline Prop Parties shall be third-party beneficiaries of these Terms and shall have the right to enforce these Terms directly against Affiliate. Except as otherwise specifically provided herein, no other third party is intended, or shall be deemed, to be a beneficiary of any provision of these Terms. Although these Terms may be translated to other languages, the English language version of these Terms shall control and take precedence in the event of any conflict.