

LiveU Affiliate Program Agreement

Please read this Affiliate Program Agreement (“**Agreement**”) carefully before applying to participate in LiveU’s Affiliate Program (“**Program**”). By applying to participate in the Program via the Sign Up Page (defined below) and by clicking the sign-up button (or “accept”, “ok” or similar button), you expressly acknowledge and agree that you (“**you**” or “**your**”) are, subject to our approval of your application (“**Application**”) and the terms and conditions of this Agreement, entering into a legal agreement with LiveU, Inc. (“**LiveU**,” “**we**,” “**us**,” or “**our**”) and have understood and agree to comply with, and be legally bound by, this Agreement. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement, please do not apply to participate in the Program, or click the “sign up” button (or “accept” or “ok” or similar button).

1. **Description.** The LiveU Affiliate Program allows program participants (“**Affiliates**”) to promote LiveU and its product, the LiveU Solo, and earn commissions by referring visitors to LiveU’s website, www.liveu.tv (“**our site**”) who purchase the LiveU Solo. As part of the Program, LiveU makes available (in participation with Refersion, see below), a variety of graphic and textual images that serve to identify Affiliates’ websites as members of the Program and that establish hyperlinks (“**Links**”) from Affiliate’s sites to our site for the purpose of making and tracking referrals from Affiliates’ websites.
2. **Acceptance and Membership in the Program.** We may accept or reject your Application in our sole discretion. Upon acceptance of your Application, we will send you an e-mail or other notice notifying you of your acceptance into the Program, which will include a referral Link (“**Acceptance Notice**”). Your request will be rejected if it is determined that you or your website (“**your site**”), or the content thereof, includes anything that is in violation of, or your practices otherwise violate, the Affiliate Code of Conduct, as set forth in Section 8 below. For domain names associated with your website that are registered privately, the domain of your username/email address must match the URL submitted with your application. Throughout your participation in the Program, we reserve the right to research and investigate your activities and, at our own discretion, determine whether or not you comply with this Agreement and act accordingly, including by terminating or suspending your participation in the Program or implementing any penalties against you as set forth in this Agreement.
3. **Refersion.** LiveU uses a third-party service provider, Refersion, Inc. (“**Refersion**”) to manage the Program. Your participation in the Program is also subject to Refersion’s Terms of Service, available at <https://www.refersion.com/terms>, as such terms may be applicable to you.
4. **Account.** In order to participate in the Program, you must create an account on the Refersion website (an “**Account**”). The information you enter on the LiveU sign-up landing page on the Refersion website (“**Sign-Up Page**”), will be used for the creation of such Account and as set forth in Section 5 below. You must provide accurate and complete information about yourself as prompted by the website. You are solely responsible for the activity that occurs on or through your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. You agree to keep your Account information updated with current and accurate information (including WHOIS information about your domain(s)) and, at all times, list the websites you are using to drive traffic to LiveU.
5. **Privacy Policy and Use of Information.**
 - a. We will use any personal information that we may collect or obtain in connection with the Program in order to manage the Program and fulfill our obligations under this Agreement (such as by monitoring compliance with this Agreement or paying you amounts owed) and in accordance with our privacy policy, which is available at www.liveu.tv/privacy-policy (“**Privacy Policy**”). You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
 - b. You acknowledge and agree that by entering information on the Sign-Up Page and in your Account you are providing such information to Refersion and it will be used by Refersion in accordance with its privacy policy, available at <https://www.refersion.com/privacy>.
 - c. You acknowledge and agree that information we collect is hosted by third party service providers on servers that they own or control. Regardless of where such third party service providers are located (and some are located in the United States), their servers may be located anywhere in the world (including the United States). Your data may even be replicated across multiple servers located in multiple countries. So please be aware that you are consenting to your data being transferred to various third party service providers around the world (including the US).
 - d. Notwithstanding anything to the contrary, we may collect, use and publish information we obtain which does not enable identification of an individual, such as aggregate and analytics information, disclose it to third party service providers, or to provide, improve and publicize our programs and services.
6. **Relationship.** You and LiveU are independent contractors and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship. You have no authority to make or accept any offers or representations on behalf of LiveU. You may not make any statement, whether on your site or otherwise, that contradicts anything contained in this Section 6. You agree to be solely responsible for all costs and expenses you may incur in connection with your participation on the Program and/or your performance under this Agreement including: the development, operation and maintenance of your site and all materials that appear on your site and the accuracy and appropriateness of such materials. LiveU is not obligated to make any representations, warranties or other statements concerning you, your site, your site policies or any of your products or services.
7. **Affiliate Obligations.**
 - a. You shall actively participate in the Program by accessing and using promotional Links.
 - b. You shall place Links on your site to LiveU within 30 days of your acceptance into the Program.
 - c. You shall only advertise and promote LiveU and our products and services specified in this Agreement in, and to persons located in, the United States of America.
 - d. You shall cooperate fully with LiveU in establishing and maintaining Links. When promoting LiveU and our products and services, you may display on your site only those images provided to you by LiveU which may be replaced from time to time in our sole

discretion. Upon request, you shall remove any such image from your site and replace it with a new image provided by LiveU or Refersion.

- e. You may not modify banner ad link codes and you acknowledge that doing so will not allow proper reporting of traffic sent through such banner link code.
- f. You agree that each Link connecting users of your site to our site will in no way alter the look, feel or functionality of our site.
- g. You shall not make any representations, either express or implied, or create an appearance or impression, directly or indirectly, that a visitor to your site is visiting our site, that a visitor to our site is visiting your site or that LiveU endorses you or your site or your products and services (for example, you are agreeing not to “frame” any pages or portions of our site).
- h. You may not include price information in your product descriptions. You shall refer all questions, requests and queries regarding our products and services to us. You do not have the authority to make or accept any offer on LiveU’s behalf.

8. Code of Conduct. You agree not to engage in any of the following practices, whether or not in connection with LiveU:

- a. Spyware. Use spyware, adware or parasite-ware techniques for driving traffic.
- b. Error Trafficking. Engage in any direct or indirect relationships with ISPs and/or mobile carriers that result in address bar keyword and URL error trafficking (e.g., a user mistypes a web address in the ISP’s address bar or search bar and is redirected to a web page that contains a link that directs the user to, e.g., our site).
- c. Referral Interception. Employ the use of any type of software download or technology which attempts to intercept or redirect traffic or referral fees to or from any website.
- d. Cookie Stuffing. Employ, use, or receive any direct or indirect benefit from, any “cookie stuffing” methods (e.g., use of “cookie stuffing” to cause affiliate tracking systems to conclude that a user has clicked through a commissionable link and to pay commissions accordingly, even if the user has not actually clicked through any such link).
- e. Malware. Display any material on a website which contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.
- f. Prohibited Content. Use or publish materials which (i) violate or infringe upon the rights of any third party, including, but not limited to, copyrights, trademarks, privacy, or other personal or proprietary rights; (ii) are libelous, defamatory, misleading, false or deceptive or otherwise illegal; (iii) are threatening, harassing, obscene, discriminatory, include hate speech (i.e., promotes violence or defames a particular group of people), contains nudity, explicit violence or depictions thereof or promotes alcohol, tobacco, or gambling/lottery.
- g. Spam. Affiliate shall not send any unsolicited commercial e-mail or other unsolicited online communications. Affiliate hereby represents that it will comply with all laws, rules, regulations and ordinances relating to the sending of commercial emails, including, but not limited to, the federal CAN-SPAM Act of 2003.

9. Limited License. LiveU grants you a limited, non-exclusive, non-transferable, revocable right to access our site through the Links solely in accordance with, and for the contemplated purpose of, this Agreement.

10. LiveU Materials. Affiliates shall use materials provided by LiveU only as specified herein and shall not misappropriate, alter or modify such materials. All images, product names and numbers, trade names, trademarks, slogans, and/or designs depicted in any marketing collateral or links made available to your under this Program are the property of LiveU.

11. Trademarks.

- a. Limited License. LiveU grants you a limited, non-exclusive, non-transferable, revocable right to use the branded trademarked terms (only in the form(s) that they appear on the LiveU Affiliate Program web pages) solely in connection with such Links, (collectively, the “**Licensed Materials**”), for the sole purpose of promoting LiveU and LiveU Solo on your site.
- b. Ownership. Without limitation to Section 10 above, except for the limited license set forth above, no license or other rights to the Licensed Materials will be deemed granted to you hereunder or in connection with the Program, by implication, estoppel or otherwise and LiveU reserves all rights in the Licensed Materials. Any goodwill arising out of your use of the Licensed Materials shall inure to the benefit of LiveU only.
- c. Restrictions. You shall not, nor shall you permit others to, (i) copy, distribute, alter, modify, reverse engineer, or create derivative works from the Licensed Materials. LiveU may revoke your license at any time by giving you notice; (ii) make any specific use of any Licensed Materials for purposes other than promoting LiveU and the LiveU Solo on your site including without limitation, (1) in metatags, (2) in hidden text or source code or (3) in Affiliate’s domain name or any other part of Affiliate’s universal record locator (URL); (iii) use the Licensed Materials in a manner that is misleading or deceptive or that disparages the Program, LiveU or its affiliates or any of its, or their, products or services, or that otherwise portrays LiveU, in its sole discretion, in a negative light; or (iv) challenge, or assist others in challenging, the validity of the Licensed Materials or the registration thereof or attempt to register any confusingly similar trademarks, service marks, logos, trade names or domain names.
- d. Equitable Relief. You agree that any breach by you of your obligations regarding Licensed Materials during the term or thereafter may result in irreparable injury to LiveU for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations of yours, LiveU will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

12. Advertising Practices Policy

- a. Manufacturer-specific terms. Affiliates may bid on manufacturer-specific terms (please note that some manufacturers have blocked the use of their terms without prior permission).
- b. URLs. Affiliates are not permitted to use LiveU trademarks in the URL to the right of the domain in the display URL (e.g., www.yoursite.com/liveu, www.yoursites.com/solo) Affiliates must not use any of the following URLs, (or others we may communicate to you from time to time), including misspellings and variations, in the display URL at any PPC search engine or various “content network” sections: www.liveu.tv/productname. See Section 12(h) on direct linking below for additional information.

- c. **No Endorsement.** Affiliates must not include “Official Site” or represent that their advertisement is sponsored or endorsed by LiveU in anyway.
- d. **Bidding on Trademarked terms.** Affiliates must not bid on LiveU’s trademarked terms + “term”, e.g., “LiveU coupons”, “LiveU coupon codes”, etc. Affiliates must not bid on the LiveU trademarks shown below (or others we may communicate to you from time to time), including misspellings and variations, on any search engine.

LiveU	Solo	www.liveu.tv
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- e. **Product List Ads.** Affiliates are not permitted to use any data feed files, including network data feeds and shopping network data feeds, in PLAs with any of the search engines. Use of PLAs is not allowed by Affiliates under any circumstances.
 - f. **Toolbars and Downloadable Software.**
 - i. Toolbars or other software products used to market LiveU products may only become installed on a user’s computer via that users’ specific affirmative request, not via bundles with other software.
 - ii. Affiliates wishing to direct traffic from a toolbar must include the name(s) of all toolbars to be used, the methods of distribution of such toolbars, and the principal functions of such toolbars. Affiliate must promptly notify LiveU in writing of material changes to its Toolbar use.
 - iii. Toolbars may set cookies only upon a user’s specific contemporaneous request. Cookies may not be automatically dropped. A toolbar must never overwrite an existing Affiliate cookie, even with user consent or request. A toolbar must never invoke an Affiliate link after the user clicks any paid advertising promoting LiveU (including paid search or banner advertising). An affiliate may not use, or receive traffic from, any toolbar operated by any third party.
 - iv. LiveU reserves the right to require that Affiliate remove LiveU from any toolbar upon request for any reason.
 - g. **Coupon and Promotion Codes.**
 - i. Affiliates are only allowed to use coupon codes that have been created specifically for them. Affiliates may not use affiliate coupons assigned to other Affiliates (coupon poaching). Affiliates may not encourage customer to select a link by using expired, unauthorized or other Affiliate coupon codes.
 - ii. Affiliates may participate in Promotions provided within the Program. All Promotional codes must be removed from the Affiliate site the day after the promotion period ends.
 - h. **Direct Linking.** Direct to Merchant bidding is not permitted on any search engines. Affiliates may not use our URL in the display URL on any PPC advertisement. Domain misspellings are not allowed in the display URL on any advertisement. The landing page from the advertisement must be entirely dedicated to the LiveU Affiliate Program and must not have “other offer” type marketing verbiage showing competitor offers.
 - i. **Geo-Targeting and Day Parting.** Geo-targeting and day parting is allowed on all search engines provided all policies regarding display URL, competitor terms, and trademarks are followed. You shall not use geo-targeting and day parting to avoid enforcement of this Agreement.
 - j. **Ad Copy Restrictions.** Affiliates are required to be truthful about any advertisement in connection with LiveU including rebate, coupon, and sales offers. Affiliate’s advertising offers and sites must not be shown or construed as a LiveU-endorsed advertisement or site.
 - k. **Sponsored links.** Affiliate’s paid ads must not link directly to LiveU’s website, even through a Refersion or LiveU provided Link. All paid search ads must take visitors to the Affiliate’s site, not LiveU’s.
 - l. **Organic links.** Affiliates that use LiveU’s trademark images or terms in any organic search link must use the terms in a manner that is not confusing, misleading, does not dilute or disparage our trademarks, and is in keeping with generally recognized and accepted practices of fair use under U.S., Israeli and any other applicable trademark Law.
 - m. **E-mail Marketing.** Affiliates shall not send any emails, directly or indirectly, that advertise or promote LiveU, its products, services, websites or offers. In addition, Affiliate shall not generate or send any material advertising or promoting LiveU or any LiveU products or services via facsimile or engage in any telemarketing activities with respect to LiveU or LiveU’s products or services.
 - n. **Offensive Content.** Affiliates may not publish, link to, sell, otherwise distribute, or place a commissionable link or promotional material for LiveU products and services or with LiveU Trademarks on the same page or in close proximity to any objectionable content, i.e., any material which, in our sole discretion, is offensive, e.g., hate speech, promotes violence or defames a particular group of people, contains nudity, explicit violence or depictions thereof or promotes alcohol, tobacco, or gambling/lottery.
13. **Other Materials.** Except for the material made available to you by Refersion or LiveU for your participation in the Program, you shall not create, publish, distribute, or permit any material that makes reference to LiveU without first obtaining our explicit written consent which may be granted or withheld at our sole discretion.
14. **Publicity.** You grant to LiveU a non-exclusive license to use your names, titles, logos, and trademarks, to advertise, market, promote, and

publicize in any manner your participation in the Program and/or to further LiveU's rights hereunder. Notwithstanding anything to the contrary, we are not obligated to advertise, market, promote or publicize your participation in our Program or the existence of, or any other aspect of the Program. You further agree to cooperate with us in the development of testimonies and other such marketing material.

15. **Violations and Penalties.** LiveU and/or Refersion may monitor your site and advertising practices at any time to determine if you are in compliance with this Agreement. Without limitation to our right to terminate this Agreement and your participation in the Program as set forth below in Section 18 (*Term and Termination*) and any other rights we may have under this Agreement or at law, we reserve the right to enforce the terms of this Agreement by reducing your commission to 0%, withholding commission or payments of any kind, reversing past commissions earned up to 60 days or longer, or both. You agree that LiveU will determine, in its sole discretion, whether you or any other Affiliate has violated this Agreement, and whether any of the foregoing penalties shall apply. Violations of this Agreement by other Affiliates may be reported to Affiliate@liveu.tv. Please have all applicable proof in your email including but not limited to screen shots of the ad, geographical location of the ad, URL/Network tracking information, and the search engine where the ad was found.
16. **Customer Orders and Information.** All orders must be fulfilled by the customer on a LiveU-owned website. You may not resell, auction, mask or manipulate the pricing of any LiveU product or take and fulfill LiveU customer orders or reorders. Customers who buy LiveU's products and services through the Program are deemed to be customers of LiveU. As such, all of LiveU's policies and operating procedures concerning customer orders, customer service, and product and service sales shall apply. LiveU shall own and retain all right, title and interest in all names, addresses and other identifying information of customers visiting our site ("**Customer Data**") which is collected by LiveU, including without limitation, customers who access our site from your site, and you shall have no right to use any such Customer Data.
17. **Commission Payment.**
 - a. Commissions may be earned for sales of the LiveU Solo and the initial invoice amount of the LiveU Solo Premium Package. Commissions may not be earned on the sale of other products and services purchased in an order which does not include the LiveU Solo, even if by the same customer referred by an Affiliate and who has purchased the LiveU Solo.
 - b. The commission amount due to Affiliates is set forth on the Sign-Up Page. Subject to the provisions of this Section 17 (and the other terms and conditions of this Agreement), commission amounts will be paid in U.S. Dollars by either bank transfer (only available for sums of USD 500.00 or more) or check, based on the information entered by you in your Account or as LiveU may otherwise request in order to process payment to you, within sixty (60) days from the date the applicable customer is charged for the applicable order.
 - c. You are responsible for, and the commission amounts due to you are inclusive of, any taxes (such as sales tax or V.A.T.), transaction fees (such as bank transfer or wire fees) or any other fees payable or incurred in connection with the payment of any sum to you. If LiveU is required by law to make any deduction or to withhold amounts from any sum payable to you, then such amount will be deducted from the sum payable by LiveU to you.
 - d. You acknowledge and agree that the commission amount and method and terms of payment, as with the other terms of this Agreement and the Program, are subject to change by LiveU at any time, as set forth in Section 19 (*Modification*) below.
 - e. Affiliates are only eligible to earn commissions on sales occurring during the term of this Agreement, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. LiveU may withhold your final payment for a reasonable time to ensure that the correct amount is paid. If LiveU has reason to believe Affiliate's orders/referrals were obtained fraudulently or through misrepresentation, LiveU shall have the right to withhold payment of commissions pending an investigation of the suspected fraud or misrepresentation.
 - f. LiveU reserves the right to void and reverse commission payouts for any Program order resulting from fraudulent activity, in its sole discretion. Other voided orders and commission payout reversals can result from orders being canceled by the customer, credit card declines, or any other situation that situation that may result with than order not being billed and shipped or from customer returns.
18. **Term and Termination.**
 - a. Term. This Agreement shall apply and be effective as of the date we send you an Acceptance Notice and shall remain in effect for as long as you continue to participate in the Program, or maintain Links to our site on your site, unless terminated earlier in accordance with the terms of this Agreement.
 - b. Termination. Either party to this Agreement may terminate this Agreement at any time, with or without cause, by giving the other party notice of such termination. No commissions shall accrue or be earned by you following termination.
 - c. Effect of Termination. Upon termination of this Agreement, (a) all licenses hereunder shall terminate and (b) you shall immediately remove all Licensed Materials from your site and cease using LiveU's name, logos, trademarks, service marks, trade dress, and/or proprietary technology. If LiveU terminates this Agreement and your participation in the Program due to your violation of this Agreement, any unpaid commissions shall be forfeited. Termination of this Agreement does not derogate from any of LiveU's rights under applicable law or this Agreement. This Section 18(c) and Sections 6 (*Relationship*), 10 (*LiveU Materials*), 11(11.b) (*Trademarks – Ownership*), 11(11.c) (*Trademarks Restrictions*), 11(11.d) (*Equitable Relief*), 13 (*Other Materials*), 15 (*Violations and Penalties*, with respect to any unpaid commissions), 16 (*Customer Orders and Information*), 17(e-f) (*Commission Payments*) and 20 (*Representations and Warranties*) through and including 28 (*General*), and any provision intended to survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.
19. **Modification.** We may modify this Agreement or the Program terms (including, without limitation, the commission amount and terms of payment) at any time in its sole discretion. You will be notified of any replacement of, or changes to, this Agreement via e-mail by a change notice. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued participation in the Program thereafter means that you accept those changes. If you no longer wish to be bound by the Program terms, as modified, you must immediately discontinue your participation in the Program and notify us accordingly.

20. Representations and Warranties

- a. Each party represents to the other that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby.
- b. You represent that the content of your site and any domain names associated with your site do not (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation; (c) contain defamatory or libelous material; (d) contain lewd, pornographic, or obscene material; (e) violate any laws regarding unfair competition, anti-discrimination, or false advertising; (f) promote violence or contain hate speech; or (g) contain viruses, trojan horses, worms, time bombs, cancel bots, or other similar harmful or deleterious programming routines.
- c. You represent that you have and comply with a privacy policy consistent with all applicable laws and regulations, which is prominently displayed on your sites.

21. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LIVEU MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU OF ANY KIND WITH RESPECT TO THE PROGRAM, OUR SITE OR ANY LIVEU PRODUCTS OR SERVICES SOLD THROUGH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. LIVEU MAKES NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY SUCH INTERRUPTIONS OR ERRORS.

22. Confidentiality. Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, including without limitation, financial information, customer and vendor lists and pricing and sales information, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party.

23. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- a. LIVEU SHALL NOT BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR: ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- b. THE COMBINED CUMULATIVE LIABILITY OF LIVEU UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE COMMISSIONS ACTUALLY PAID TO YOU IN CONNECTION WITH THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- c. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (a) EVEN IF LIVEU HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (b) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; and (c) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY).
- d. THIS SECTION 23 CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

24. Indemnification. Affiliate agrees to indemnify, defend and hold harmless LiveU and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

25. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by LiveU without restriction or notification.

26. Jurisdiction/Venue. This Agreement shall be governed by, and all disputes between the parties shall be fully and finally adjudicated, in accordance with the laws of the State of New Jersey, U.S.A., without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Newark, New Jersey, U.S.A., and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

27. Notices. All notices from you to LiveU, required under this Agreement shall be sent via prepaid certified mail, to the attention of the person listed below at the addresses set forth below, addressed as follows:

LiveU, Inc.
2 University Plaza Drive, Suite 505
Hackensack, NJ 07601, USA
Attn: Peter Forman

Notices from us to you may be sent via certified mail, postage prepaid, facsimile, or e-mail using the contact information on file held by LiveU or Refersion.

28. General. This Agreement shall constitute the entire agreement between you and LiveU concerning the Program and supersedes all prior and

contemporaneous understanding, agreements and communications, written or oral with respect to the subject matter hereof, including without limitation any information about the Program on our site, in an Acceptance Notice or on Refersion's website. Except as specified in Section 19 (*Modification*) above, no amendment to this Agreement will be binding unless in writing and signed by LiveU. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. All section and sub-section headings used in this Agreement are for convenience only, and shall not be relied upon or used in interpreting this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PROGRAM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: April 17, 2016