

## AQUATOR AFFILIATE PROGRAM

### Terms and Conditions

THE AGREEMENT: This Affiliate Agreement (the " Agreement ") is provided by Aquator Marine Private Limited (the " Company") Our primary website is located at [www.aquatormarine.com](http://www.aquatormarine.com) (the " Website"). The Agreement is a legal document between you and the Company that describes the affiliate relationship we are entering into.

This Agreement covers your responsibilities as an affiliate and our responsibilities to you. Please ensure you read and understand the entirety of this document, as well as have a lawyer's assistance if you desire, because each of the terms of this Agreement are important to our working relationship.

#### 1. DEFINITIONS

For purposes of this Agreement the following terms shall mean:

"Company", "Us", "We": As we describe above, we'll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.

"You", the "Affiliate": You will be referred to as the "Affiliate." You'll also be referred to throughout this Agreement with second-person pronouns such as "You", "Your", or "Yours".

"Parties": Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."

"Affiliate Program": The program we've set up for our affiliates as described in this Agreement.

"Affiliate Application": The fully completed form which must be provided to us for consideration of your inclusion in the Affiliate Program.

#### 2. ASSENT & ACCEPTANCE

By submitting an application to our Affiliate Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please do not submit an application to our Affiliate Program and leave the website immediately.

This Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policy, License Agreements, and other legal documents which we have on our website. The failure by You or Your site to adhere to the Affiliate Suitability Guidelines ( Annex A) may result in the rejection of your application to participate in the Program or termination of your participation in the Program, in our sole and unlimited discretion.

#### 3. AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Affiliate Program or use this Website. By submitting an application to our Affiliate Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

#### 4. PROGRAM SIGN UP

In order to sign up for our Affiliate Program, you will first be asked to submit an Affiliate Application to join. The Affiliate Application may be found at the following website: <https://www.aquatormarine.com/affiliates/>.

Submitting an Affiliate Application does not guarantee inclusion in the Affiliate Program. We evaluate each and every application and are the sole and exclusive decision-makers on Affiliate acceptance. If we choose not to allow your inclusion in the Affiliate Program, we will attempt to notify you in a reasonable manner.

If you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, but please be advised we may reject applicants for any reason or manner, including but not limited to a website or social media page which violates our Acceptable Use Policy.

NOTWITHSTANDING ANYTHING STATED OR IMPLIED TO THE CONTRARY, BY APPLYING TO BECOME AN AFFILIATE, YOU AGREE THAT THE COMPANY HAS AND RESERVES THE RIGHT AT ALL TIMES TO REJECT YOUR APPLICATION OR TERMINATE YOUR PARTICIPATION IN THE PROGRAM FOR ANY REASON, OR NO REASON, IN OUR SOLE AND UNLIMITED DISCRETION.

If your Affiliate Application is rejected, you may not re-apply. If your Affiliate Application is accepted, each of the terms and conditions in this Agreement apply to your participation. We may also ask for additional information to complete your Affiliate Application or for you to undertake additional steps to ensure eligibility in the Affiliate Program.

## 5. NON EXCLUSIVITY

This Agreement does not create an exclusive relationship between You and Us. You are free to work with similar affiliate program providers in any category unless otherwise specifically agreed to in writing. This Agreement imposes no restrictions on Us to work with any individual or company we may choose.

## 6. AFFILIATE PROGRAM

6.1 Promotional Links: Once you have been notified that your site has been accepted into the Program, you may use any method or form of promotion you choose so long as it complies with the terms and conditions of this Agreement (including but not limited to our Affiliate Suitability Guidelines) and all applicable laws. Promotional links may include our name and Trademarks (as defined below) and any other indicia and content we specifically identify on our site for your use as promotional features, tools and content (collectively, "Affiliate Promotional Links").

### 6.2 Utilization of Affiliate Promotional Links:

6.2.1. We hereby grant to you limited, non-exclusive, and non-transferable license to use our Affiliate Promotional Links for placement on your site without modification, abridgment, or embellishment, for the sole and exclusive purpose of referring potential Subscribers to Aquator. We reserve the right to revoke this license to use the Affiliate Promotional Links, in whole or part, at any time.

6.2.2. We reserve the right to require you to modify your use of the Affiliate Promotional Links following review of your site. If we issue formal policies and rules in connection with usage of the Affiliate Promotional Links, you agree to promptly conform your use of the Affiliate Promotional Links to said policies, as same may be amended from time to time.

6.2.3 You may not use Affiliate Promotional Links to market, promote, or endorse the goods, services, and/or cause of any other individual or entity or to otherwise benefit any third party, save for your Referrals.

6.2.4. You agree that you shall not bid on, register or purchase search engine keywords, domain names, or other identifying search terms or titles that are similar to the Trademarks owned or controlled by the Company, or by any third party to promote your participation in the Program.

6.2.5. In utilizing the Affiliate Promotional Links, you agree that you will cooperate fully with us in order to establish and maintain the consistency and integrity of such Affiliate Promotional Links as they may be modified, enhanced, expanded, curtailed or eliminated from time to time by us, in our sole and unlimited discretion.

6.2.6. You acknowledge that, by participating in the Program and/or using any of the Affiliate Promotional Links, the Company may receive information from or about visitors to your site to track Referrals.

### 6.3 Paid Search Terms

6.3.1 Trademark or Brand-related bidding for advertisements is NOT PERMITTED. Affiliates are NEVER allowed to outrank or outbid the Aquator on any ad keywords.

The following terms should be added as phrase negatives across all paid search campaigns:

- "Aquator"
- "Aquator Marine"
- "aquatormarine.com"

We reserve the right to add additional terms to this list as new products launch.

6.3.2 Affiliates may not include 'Official Site' or make representations that your advertisement is directly from Aquator. Affiliates may not use Aquator trademarks, Aquator product names or their variations or misspellings in their ad copy.

6.3.3 Affiliates shall not use any domain names that are owned by Aquator for any DISPLAY URL listings used in paid search campaigns. Nor may they CLOAK or MASK these URLs in paid search campaigns.

6.3.4 Affiliates may not link advertising directly to any pages on any Aquator owned domain.

6.3.5 Affiliates shall not use the word official in connection with the Aquator owned property name in domain names, search ads, or on landing pages.

6.3.6 Affiliates shall not promote competitors on the same landing page that contain Affiliate Program Links.

6.3.7 The above terms apply to direct affiliates as well as sub-affiliates.

6.3.8 Violation of Search Policy: Aquator will not pay commissions on any transactions that it believes to be generated by a violation of its search policies.

## 7. COMPENSATION

7.1 If you refer a subscriber to the Company, the subscriber identifies you to Us as the referring party by clicking through your link to the aquatormarine.com website (a "Referred Customer"), and the purchase is not an Ineligible Purchase as defined in Annex B (collectively, a "Qualified Purchase") your account will be credited in the amount specified in the Insertion Order.

Any referral fees credited to your account from a subscription or other product that is later refunded or charged back to Us, or considered a fraudulent order or subscription will not be paid, or if already paid, will be deemed to be an overpayment of fees to You, and will be set off from the next round of payments. We reserve the right to withhold payments due to you under the Program for up to 90 calendar days from the date the referred Subscriber establishes an Aquator account.

7.2 When a referred Subscriber clicks on your referral link, aquatormarine.com attempts to store a cookie on the referred party's web browser. A Subscriber must have an unexpired subscriber cookie in their browser when they complete their first purchase. If the cookies are not accepted or if they are removed or expired, the referred Subscriber will not be identified as your referral. A referral is deemed locked after the lock in period specified in the Insertion Order passes and no issues in the referral are found by the Company.

7.3. We reserve the right to withhold payment of fees to Affiliates who are new to the Affiliate Program, or who have commissions that are potentially fraudulent as determined by Us in Our sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

7.4. We reserve the right to suspend the payment of fees at any time and indefinitely, if We suspect fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Affiliate or a Referred Customer. We reserve the right to deduct from Affiliate's current and future fees any and all fees corresponding to any fraudulent, questionable, and cancelled purchases. If no subsequent fee is due and owing, we will send Affiliate a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer.

7.5. We reserve the right to immediately cancel or withhold for later review any fee that fails to meet the criteria of a "Qualified Purchase." Affiliate is responsible for monitoring the payment, denial, and withholding of fees; We are not obligated to actively notify Affiliates of the status of fees.

If Affiliate has a question about fees that has been cancelled or withheld, Affiliate has thirty (30) days from the day the payment would have been due to contact Us to request that the fee be paid. Any changes to decisions about cancelled or withheld fees are strictly made in Our sole discretion.

7.6 Fees for any Referred Customer who is associated with any of Our resellers, referrals or other programs may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.

7.7 In the event that the Referred Customers that are referred to Us by an Affiliate are determined to have an excessive cancellation rate, as determined by Us in Our sole discretion, we reserve the right to withhold or decline pending and future fees to such Affiliate.

7.8 Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or fees to intentionally defraud Us or any violation of the terms of this Agreement constitutes immediate grounds for Us to terminate the Affiliates participation in the Affiliate Program and will result in the forfeiture of any fees due to the Affiliate.

7.9 If We make an overpayment of fees or other compensation to you for any reason, we shall have the right to deduct the amount of such overpayment from your accrued fees and/or to require the immediate repayment of such overpaid fees or other compensation.

7.10 We may modify fee rates and/or payment schedules at any time and notify you by an announcement on our homepage of the modifications. If We do modify the fee rate, fees earned before the effective change in rates will be credited at the rate in effect at the time such fees were earned.

## 8. TAX & COMPLIANCE

8.1. You agree that You shall be solely responsible for the accurate and timely calculation, reporting and payment of any tax or other government revenue obligations or liabilities that arise from or are related to your participation in the Program, regardless of any reporting or other obligations we may bear by operation of law, or any performance of such obligations or lack of compliance thereof on our part.

8.2. You agree that you shall comply in a timely manner with any of our reasonable or necessary requests for information, documents and/or data in connection with any of our taxation or similar responsibilities, and represent and warrant that all such information, documents and/or data shall be true and complete.

## 9. REPORTS

You may log into your Affiliates Account with us to review reports related to your participation in the Affiliate Program. Please be advised however, that not all listed referrals and/or purchases have been fully reviewed for accuracy in the reports viewable by you, and therefore may be subject to change prior to payout.

## 10. TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. It can be terminated by either Party at any time with or without cause by providing written notice. You may only earn payouts as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination.

If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout.

We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, all Trademarks and logos, together with all other materials provided by or on behalf of the Company in connection with the Affiliate Program.

You will not earn referral fees on Referrals that occur after the Term. After Termination We may withhold your final payment under the Affiliate Program for a reasonable time to ensure that the correct amount is paid and that you have ceased use of, and removed from your site(s), all Affiliate Promotional Links and are not in breach of this Agreement in any other respects.

If your participation is terminated for cause, you must obtain written authorization from the Company prior to applying for and establishing another Affiliate account. If You attempt (or someone on Your behalf attempts) to establish another Affiliate account without obtaining such authorization, the Company may permanently ban You from its website and its affiliated websites and services.

## 11. INTELLECTUAL PROPERTY

11.1. For the purposes of this Agreement, the term, "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by the Company.

11.2. Nothing contained herein grants or shall be construed to grant you any rights to use any Trademark, except as Affiliate Promotional Links placed on your site. You acknowledge that the Company owns all right, title and interest in and to its Trademarks. Your use of the Affiliate Promotional Links shall conform to the Company's then-current use policies and any additional usage guidelines provided by the Company. Your use of any Affiliate Promotional Links and any goodwill associated therewith shall at all times inure to the benefit of the Company.

11.3. You agree that you will not use our Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or the Company. Nor will you contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any Trademarks or the Trademark rights claimed by the Company.

11.4. You agree that you will not use any Trademark or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a metatag, keyword, or any other type of programming code or data, except pursuant to policies and rules issued by the Company, if any, in connection with the Affiliate Program.

11.5. You may not at any time, adopt or use, without the Company's prior written consent any word or mark which is similar to or likely to be confused with the Company's Trademarks, except as Promotional Links placed on your site.

11.6. The look and feel of the Company's website, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of the Company and may not be copied, imitated or used, in whole or in part, without the prior written consent of the Company, except as Promotional Links placed on your site.

11.7. You may not use a Trademark, logo, image or other proprietary graphic of the Company to link to the Company's website without the prior written consent of the Company, except as Affiliate Promotional Links placed on your site and used in compliance with the terms of this Agreement.

11.8. You may not frame or hotlink to the Company's website or any image other than your own without our prior written consent of.

11.9. You may not use any Trademarks to market, promote or endorse the goods and/or services or cause of any other individual or entity without our prior express permission in writing, signed by an authorized officer of the Company. You agree that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company ("Company IP").

11.10 You hereby provide us a non-exclusive license to use your name, trademarks and service marks if applicable and other business intellectual property to advertise our Affiliate Program.

## 12. MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

## 13. RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

#### 14. ACCEPTABLE USE

You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Affiliate Program in any way that could damage our websites, products, services, or the general business of the Company.

a) You further agree not to use the Affiliate Program:

- i. To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- ii. To violate any intellectual property rights of the Company or any third party;
- iii. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- iv. To perpetrate any fraud;
- v. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- vi. To publish or distribute any obscene or defamatory material;
- vii. To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- viii. To unlawfully gather information about others.

#### 15. AFFILIATE OBLIGATIONS & COMPLIANCE

You are responsible for ensuring operation and maintenance of the Affiliate Site, including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that the Affiliate Site does not infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.

We may monitor your account, as well as clicks and/or purchases coming through your account. If we determine you are not in compliance with any of these the terms of this Agreement, we have the right to immediately terminate your participation in the Affiliate Program.

We require all of our Affiliates to comply with all applicable statutes, regulations, and guidelines set by the Singapore government, as well as state and local governments as mandated. The Trade Commission requires that affiliate relationships, such as the relationship between you and the Company, be disclosed to consumers. We recommend that you seek independent legal counsel to advise you of our obligations to disclose in this manner. You are required to post a conspicuous notice on your website regarding the Affiliate Program.

The notice does not have to contain the precise words as the example given below, but should be similar:

We engage in affiliate marketing whereby we receive funds through clicks to our affiliate program through this website or we receive funds through the sale of goods or services on or through this website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the Singapore laws on marketing and advertising" as well as any other legal requirements which may apply.

We also require you to comply with any and all applicable data privacy and security laws and regulations, including all of those which may impact your country of residence or your visitors. Such regulations include, but

are not limited to, any applicable laws in the United States or the General Data Protection Regulation of the European Union.

We also require that you implement adequate organizational and technical measures to ensure an appropriate level of security for the data that you process. Further, you hereby agree to comply with any requests which we may make to you regarding compliance with the General Data Protection Regulation or requests which you may receive from data subjects. If we find you are not in compliance with any of the requirements of this sub-part, we may terminate our relationship with you at our sole and exclusive discretion.

#### 16. REVERSE ENGINEERING SECURITY

You agree not to undertake any of the following actions:

Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services;

Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

#### 17. DATA LOSS

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Affiliate Program is at your own risk.

#### 18. INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

#### 19. SPAM POLICY

You and/or your site will not transmit unsolicited emails or engage in so-called "spamming" to publicize or promote your relationship with Aquator or to increase the number of your Referrals – nor will you advertise or otherwise publicize your relationship with Aquator through the use of pay per click search engine advertising or the like.

This prohibition applies, by way of example and not by way of limitation, to Google AdWords, Yahoo! Search Marketing (previously Yahoo! Overture), MSN AdCenter, and Ask.com. You acknowledge that such advertising might infringe on the intellectual property rights of the Company and/or third parties. In addition to its other rights and/or remedies under this Agreement, we shall be under no obligation to pay you any referral fees or other compensation if you violate the terms of this paragraph.

#### 20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Affiliate Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.



## 21. SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Affiliate Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

## 22. NO WARRANTIES

You agree that your use of the Affiliate Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

The Company makes no warranties that the Affiliate Program will meet your needs or that it will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Affiliate Program is your sole responsibility and that the Company is not liable for any such damage or loss.

## 23. LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in Affiliate Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

## 24 GENERAL PROVISIONS

LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

## 25. GOVERNING LAW

This Agreement shall be governed by the internal substantive laws of Singapore, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the state court located in Singapore for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

These terms are governed by the laws of Singapore. If we need to enforce our Intellectual Property Rights against you, you agree to have the issue resolved only in the courts of Singapore.

## 26. ARBITRATION

For any dispute with Aquator, you agree to first engage in good faith negotiations and attempt to resolve the dispute with us informally. In the unlikely event that Aquator has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Aquator claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Singapore International Arbitration Center ("SIAC") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the SIAC, except as provided herein.

The arbitration will be conducted in Singapore, unless you and Aquator agree otherwise. Each party will be responsible for paying any SIAC filing, administrative and arbitrator fees in accordance with SIAC rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights.

All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Aquator are each waiving the right to a trial by jury or to participate in a class action.

#### 27. ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

#### 28. SEVERABILITY

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

#### 29. NO WAIVER

In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

#### 30. HEADINGS FOR CONVENIENCE ONLY

Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

#### 31. FORCE MAJEURE

The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

#### 32. ELECTRONIC COMMUNICATIONS PERMITTED

Electronic communications are permitted to both Parties under this Agreement, including e-mail. For any questions or concerns, please email us at the following address: [info@aquatormarine.com](mailto:info@aquatormarine.com).

#### ANNEX A

Affiliate Suitability Guidelines

You and Your site may be deemed unsuitable if:

1. You are involved, in whole or part, with any site that incorporates "Aquator" or variations or misspellings thereof in its domain name except under license from Aquator; or you use words and/or symbols that are Trademarks (as defined in the associated affiliate agreement), or substantially similar thereto, in any username, group name, or other identifier on any social networking website.
2. You engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN-SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/or regulations that govern email marketing and/or communications.
3. You engage in pop-up or pop-under advertising using any means involving third-party properties and/or services (software). Pop up/unders are acceptable on a first-party basis only when triggered by your site content, site visit or by downloadable software applications of which you are the owner/operator.
4. Your site's pop up/unders delivered through downloadable software engage in means that force clicks or perform redirects, or pop over a pay-per-click listing or natural search results.
5. Your reputation or that of your site(s) might in any manner tarnish, disparage, or reflect adversely on Aquator and/or its Trademarks or otherwise diminish our goodwill by reason of our association with you or your web site(s), including but not limited to your known involvement in, or promotion or facilitation of, activity that is unlawful, infringing, invasive, immoral, fraudulent, misleading, discriminatory, defamatory, obscene, abusive, violent or otherwise offensive.
6. Your site incorporates images, text or any other content or features (either displayed or hidden) that are unlawful, infringing, invasive, immoral, fraudulent, misleading, discriminatory, defamatory, obscene, abusive, violent or otherwise offensive and/or involves, advocates or facilitates activity that is unlawful, immoral, fraudulent, misleading, discriminatory, defamatory, obscene, abusive, violent or otherwise offensive.

## ANNEX B

### Ineligible Purchase

The following purchase shall be considered Ineligible Purchases:

- A. A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
- B. A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through an Affiliate Promotional Link.
- C. A purchase by a Referred Customer that has not been in good standing for a period of at least ninety (90) days or is in violation of Our Terms of Use, or other applicable policies at the time your compensation accrued.
- D. A purchase that We, in Our sole discretion, suspect is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
- E. A purchase referred by an Affiliate that has an excessive cancelation rate as determined in Our sole discretion.
- F. A purchase by a Referred Customer if the Referred Customer was offered or received internal coupons, refunds, credits or discounts from the Affiliate.
- G. A purchase by a Referred Customer who received a popup with a discounted offer, while leaving Our website during their purchase.