

TERMS AND CONDITIONS
ATTORNEYS ON RETAINER AFFILIATE PROGRAM

These Terms and Conditions (these “*Terms*”), together with any documents referenced herein, contain all of the terms and conditions that apply to participation in the program for enrollment bonuses (the “*Affiliate Program*”) by those persons and entities (each, an “*Affiliate*”), who/which promote that certain Self-Defense program for benefits (the “*AOR Program*”) provided and facilitated by and through the Attorneys On Retainer Association, a Montana non-profit corporation (“*AOR*”), at and through the Internet website <https://attorneysonretainer.us/> (the “*Site*”), to prospective new Affiliates a/k/a members (each a “*Member*”, and collectively “*Members*”), which Members then complete and enroll in and pay the sign-up fee for a membership (each, a “*Membership*”, and collectively, the “*Memberships*”) and execute the Attorneys On Retainer Association Membership Agreement (the “*Membership Agreement*”) accordingly.

1. *Affiliate Program.*

The Affiliate Program has two levels of participation, which are as follows:

(a) “*Freedom Affiliate.*” Every Member of AOR is automatically considered a Freedom Affiliate and is eligible to receive compensation for encouraging others to join AOR and facilitating their joining, if that is done in accordance with this Agreement.

(b) “*Armed Affiliate.*” A Member of AOR can apply to AOR to become an Armed Affiliate. AOR will vet each Armed Affiliate candidate by requiring a completed Armed Affiliate Inquiry Form at the Site and a copy of identification and a Form W-9. AOR also reserves the right to request additional information and documentation regarding such candidate’s background, identity, and experience. If AOR has rejected an Armed Affiliate candidate, such candidate may re-apply for acceptance as an Armed Affiliate no earlier than six (6) months after such rejection. Those selected by AOR as Armed Affiliates will receive enhanced marketing and customer support and compensation from AOR.

(c) “*Good Standing.*” In order to be eligible for compensation, each Affiliate must be at least eighteen (18) years of age and remain a Member in Good Standing with AOR. For such purpose, “*Good Standing*” means that such Affiliate’s Membership Agreement remains in effect, such there is no uncured default under the Affiliate’s own Membership Agreement (including payment of all required membership fees), and that such Affiliate has complied with such other obligations as may be set forth herein. Any cancellation, expiration, or termination of an Affiliate’s Membership with AOR automatically shall terminate such Affiliate’s participation in this Affiliate Program. If termination occurs, no new compensation will be earned, and all compensation that was already fully earned will be paid in the same timeframe and manner as paid prior to the termination.

(d) “*No Exclusive Rights.*” In any event, nothing restricts in any manner AOR’s ability to engage any person or entity as an Armed Affiliate as AOR chooses, and no Affiliate, whether a Freedom Affiliate or an Armed Affiliate, has any exclusive rights to promote the AOR

Program, AOR or any AOR-related endeavor in any territory or to any prospective Members.

2. *Affiliate Program Features and Requirements.*

(a) ***AOR Materials.*** AOR shall provide to Affiliate certain promotional information, documentation, and materials (collectively, the “***AOR Materials***”), which AOR Materials may include without limitation certain content for text messages, electronic mail messages, social media posts, and website posts. Affiliate may not (i) alter the AOR Materials, or any of them, (ii) use any information, documentation or materials other than the AOR Materials to promote the AOR Program or facilitate enrollment of any Member, or (iii) promote any other items in connection or conjunction with the AOR Program or AOR Materials, except upon the express written consent of AOR, in AOR’s sole discretion.

(b) ***Means of Promotion of AOR Program.*** Affiliate may utilize any legal and ethical method of transmitting the AOR Materials and otherwise promoting the AOR Program with AOR’s express written consent under Section 2(a), above, including without limitation through text messages, electronic mail, one or more websites, and one or more social media sites; *provided that* in doing so, Affiliate hereby understands and agrees to the following requirements:

(i) ***General Legal Compliance.*** All conduct of Affiliate in any way related to the Affiliate Program must comply fully with all applicable laws, rules, regulations, ordinances, orders, rulings, policies, procedures, and guidelines promulgated by all applicable international, federal, state, and local governmental authorities of competent jurisdiction (collectively, “***Applicable Law***”), which Applicable Law includes without limitation the Federal Trade Commission Act of 1914, as Amended, at 15 U.S.C. §§ 41 *et seq.* (the “***FTC Act***”), the regulations implemented by the Federal Trade Commission thereunder at 16 CFR Part 680 (the “***FTC Affiliate Marketing Regulations***”), and state blue sky laws, if applicable. Among other things, the FTC Act, FTC Affiliate Marketing Regulations, or blue sky laws require affiliate relationships, such as that between AOR and Affiliate, to be disclosed to prospective customers clearly and conspicuously.

(ii) ***General Ethical Compliance.*** All conduct of Affiliate in any way related to the Affiliate Program, and all transmissions of information in any way related to the AOR Program, Memberships or AOR, shall be professional, ethical, and in accordance with AOR’s guidelines, which Affiliate may find here: [AOR GUIDELINES](#). In connection therewith, Affiliate shall ensure that the AOR Program, AOR, and the brand of both, are represented accurately and positively.

(iii) ***General Disclaimer.*** Any and all transmissions of information in any way related to the AOR Program, Memberships or AOR shall include the following general disclaimer, in prominent font and size, such that the reader readily may identify it: “**AOR is backed by Attorneys For Freedom, an independent AZ law firm exclusively representing clients in self-defense cases, offering representation in all 50 states and DC in collaboration with local co-counsel.**” The Affiliate also shall include in every such transmission a reference to the affiliated law firm’s trade name, Attorneys For Freedom, together with a link to Attorneys For Freedom’s website, <https://attorneysforfreedom.com>. In no event and under no circumstance

shall Affiliate represent or suggest that AOR itself performs any regulated professional services, other than through an independently contracted, appropriately licensed, certified, and/or registered professional, including without limitation Attorneys For Freedom.

(iv) ***No Use of Suspect Platforms or Websites.*** Affiliate agrees not to use or utilize any digital platforms or websites of suspect origin, operation or purpose in relation to the Affiliate Program, the AOR Program, Memberships or AOR. Affiliate shall be solely and exclusively responsible for all aspects of any platform or website utilized by Affiliate in the promotion of the AOR Program, including without limitation legal compliance, functionality, technical issues, written claims, hyperlinks, content, and impacts.

(v) ***General Notice.*** Should an Affiliate elect to maintain a website or social media site specifically for the purpose of promoting the AOR Program and facilitating the enrollment of Members, the Affiliate must post a notice, in prominent font and size, such that the reader readily may identify it, regarding the Affiliate Program. While the wording may vary stylistically, the following is an example of the substantive requirements of such notice: **“The proprietor of this site/page is an affiliate marketer for Attorneys On Retainer (“AOR”) and receives compensation when users join AOR on or through this site/page.”**

(vi) ***No Infringement of Third Party Intellectual Property Rights.*** Affiliate hereby represents and warrants that no conduct of Affiliate in any way related to the Affiliate Program, and no transmission of information in any way related to the AOR Program, Memberships or AOR, shall in any way violate or infringe upon any intellectual property rights of any other person or entity, including but not limited to, copyrights, trademarks, their likeness, or any other intellectual property rights afforded to them by statute, regulation, or common law.

(vii) ***Tagging.*** All of Affiliate’s social media posts that in any way relate to the AOR Program, Memberships, or AOR shall tag AOR as follows: (A) with respect to Facebook, Meta, Threads, and Instagram, the tag shall be @attorneysonretainer; and (B) with respect to X (formerly known as Twitter), the tag shall be @AORSelfDefense. In this context, “tag” or “tagging” refers to engaging any person or entity with a social media account in a post, which then notifies the reader of such engagement and provides a link to the tagged profile. When one tags another on a social media platform, the “@” symbol is followed by the tagged profile at the social media site. AOR will be notified of each of Affiliate’s tags and will be able to read the information Affiliate has posted on the social media site in connection with each such tag. AOR then reserves the right to accept your tag and share your post at the Site. The Affiliate’s obligation to comply with AOR’s tagging procedures may be updated from time to time by AOR as new social media platforms and features are developed.

(viii) ***Direct Contact With Prospective Members.*** As more than two (2) attempts at solicitation could be considered harassment in violation of American Bar Association (ABA) Model Rule 7.3(c)(2), Affiliate must restrict direct contacts with prospective Members, including without limitation by direct messaging, telephone, electronic mail, and in person, to no more than two (2) times, unless the prospective Member expressly indicates the desire for additional direct contacts. In any event, Affiliate must refrain from direct contact with any prospective Member whom or which Affiliate knows or has reason to know needs legal services

for any specific matter. In addition to being a potential ethical issue, the AOR Program expressly provides no coverage for self-defense incidents that have already happened before they joined AOR.

(c) ***Manner of Tracking Member Enrollment.*** In order to account as precisely as possible the compensation to be collected by Affiliate under these Terms, AOR will provide Affiliate with a specific link or links with an embedded promotional code (each, a “***Code***”, and collectively “***Codes***”), and in the alternative will provide Affiliate with stand-alone Code. Each such Code shall be keyed and tied to your Affiliate Account. AOR may modify the Codes and corresponding links, or any of them, at any time; *provided that* AOR shall provide to Affiliate advance notice of the same and shall provide appropriately updated Codes and corresponding links accordingly. Affiliate shall only use Codes and links that have been approved and not replaced by AOR and shall display the same in prominent font and size, such that the reader readily may identify them accordingly. Each Code automatically will facilitate the prospective Member using it to enroll in a Membership to obtain a discount from the corresponding sign-up fee. Such discount shall be USD \$15.00 for a Member utilizing a Freedom Affiliate’s Code and USD \$25.00 for a Member utilizing an Armed Affiliate’s Code. **AOR will only pay a fee to a single Affiliate, not to multiple Affiliates for the same Membership. AOR shall not be obligated to pay to Affiliate any Enrollment Fee for someone who enrolls in a Membership without utilizing the promotional code that is tied to such Affiliate Account, even if the Affiliate promoted the AOR Program to such Member, and such Member enrolled as a result. It is Affiliate’s sole and exclusive responsibility to ensure that a prospective Member, in enrolling for a Membership, utilizes the promotional code that is tied to the corresponding Affiliate Account.**

3. *Terms Subject to Change.* These Terms, including without limitation pricing and compensation features of the Affiliate Program and compensation under Section 5, below, as well as availability of and requirements for participation in the Affiliate Program and the AOR Program, plus content made available at or through the Site in connection with or in relation to the Affiliate Program and/or AOR Program (collectively, the “***Site Content***”), may change at any time, in AOR’s sole discretion. AOR will provide to Affiliate notice of such changes, typically at least thirty (30) days in advance. In the event of a change, AOR shall honor all then-existing payment terms as to each applicable enrolled Member up to the effective date of such change.

4. *Term of Account.* The term of Affiliate’s participation in the Affiliate Program shall commence as set forth in Section 5(a), below, shall extend for a term of one (1) year, with automatic subsequent renewals for successive one (1) year terms, unless terminated under Section 4(b), below (collectively, the “***Account Term***”).

(a) ***Commencement of Account Term.*** Affiliate’s participation in the Affiliate Program, and activation of the Affiliate Account, shall commence as follows: (i) for a Freedom Affiliate, immediately upon agreement to these Terms; (ii) for an Armed Affiliate, as soon as the vetting process has been completed under Section 1(b)(i), above, and Affiliate has been accepted as an Armed Affiliate, in which event AOR shall provide to Affiliate written notice thereof.

(b) ***Termination of Account.*** The Account Term, and Affiliate’s participation in the

Affiliate Program and access to the benefits thereof may be terminated by either party as set forth in this Agreement. The Affiliate may terminate their Membership and this Account either by phone 866.404.5112 or emailing support@attorneysonretainer.us. AOR may terminate this Account without further notice (i) immediately if the Affiliate is not in Good Standing and has failed to cure any default as required, (ii) immediately for cause, at the sole discretion of AOR, in the event of any violation by such Affiliate of these Terms, of Affiliate's Membership Agreement with AOR if applicable, or of any other terms, conditions, guidelines, policies or procedures applicable to the Affiliate Program or the AOR Program (collectively, the "**Ancillary AOR Terms**", with the understanding that in the event of any conflict or inconsistency between these Terms and any Ancillary Terms, these Terms shall govern and take precedence), each of which is incorporated in and integrated with these Terms by this reference; or (iii) for any Affiliate, at any time by AOR, for any reason or for no reason, in AOR's sole and absolute discretion, upon thirty (30) days advance written notice to Affiliate. Written notice to Affiliate will be made by email to the email address provided by the Affiliate.

(c) **Effects of Termination.** Upon expiration of the Account Term and termination of the Affiliate Account, Affiliate shall remain entitled to compensation as yet unpaid to Affiliate solely for Members who/that have enrolled in the AOR Program prior to the effective date of termination utilizing a Code or corresponding link keyed and tied to the corresponding Affiliate Account. All other obligations of AOR to Affiliate in relation to these Terms automatically shall be terminated and extinguished. Upon such expiration and termination, Affiliate no longer will have access to the Affiliate Account, and Affiliate shall return or account for the deletion or destruction of all AOR Materials in Affiliate's possession and shall cease and desist from using and utilizing any AOR Materials and from promoting the AOR Program except upon AOR's express written consent. **In addition, upon termination for cause, AOR will terminate Affiliate's Membership in the AOR Program, if any and will cease making the Site available to Affiliate.** In any event, Affiliate shall be subject to the surviving provisions of these Terms set forth in Section 20, below.

5. Compensation.

(a) **Calculation of Enrollment Fees.** For each Member who/that enrolls in the AOR Program using a Code or corresponding link keyed and tied to the corresponding Affiliate Account and pays the corresponding sign-up fee, AOR shall pay a fee in the following amount (each, an "**Enrollment Fee**", and collectively, the "**Enrollment Fees**"): (a) for a Freedom Affiliate, USD \$15.00; and (b) for an Armed Affiliate, USD \$25.00.

(b) **Timing and Manner of Payment.** Commencing July 15, 2025, payments to Affiliate, discounted by any offsets, credits or recoupments AOR may claim under Applicable Law, will be made by AOR to Affiliate as follows: (i) for a Freedom Affiliate, on the fifteenth (15th) day of the first (1st) month of each calendar quarter (*i.e.*, January, April, July and October), and (ii) for an Armed Affiliate, on the fifteenth (15th) day of each calendar month. Other than the first payment, which shall be for all previous Member enrollments confirmed, each such payment shall be based solely on corresponding Member enrollments confirmed for the preceding quarter or month, as the case may be. AOR shall provide a quarterly or monthly report, as the case may be, of the number of enrolled Members who/that have utilized a code or

corresponding link keyed and tied to the corresponding Affiliate Account, as well as the number of previously enrolled Members who/that have cancelled and been refunded their sign-up fee, for which the corresponding Enrollment Fee, if any, previously paid to Affiliate shall be offset against further payments owed to Affiliate; *provided that* Affiliate hereby understands, acknowledges and agrees that due to professional confidentiality requirements, including without limitation those of attorney-client confidentiality under ABA Model Rule 1.6, AOR is permitted only to provide the total number of Member enrollments linked to the corresponding Affiliate account, and AOR will not disclose any identifying information of any enrolled Member. All payments will be made in U.S. Dollars and issued by check unless direct deposit or other arrangement is made by mutual agreement.

(c) ***Exclusion From Compensation.*** An Affiliate may not receive Enrollment Fees in relation to the enrollment of any Member for which Affiliate is otherwise compensated by AOR. Such exclusion includes without limitation (i) Affiliate's compensation by AOR under a consulting agreement or similar arrangement for Affiliate's services as a sponsor, promoter, or influencer, and (ii) any group enrollment arrangement whereby Affiliate has enrolled in the AOR Program as a corporate Member while also enrolling its employees in the AOR Program as individual Members.

(d) ***Tax Obligations of Affiliate.*** Each Affiliate shall at all times remain solely responsible for all legal and tax compliance, reporting, and consequences related to Affiliate's realization of income, profits, and losses related to the Affiliate Program and any Enrollment Fees collected in connection therewith. Each Affiliate will provide to AOR a completed federal Form W-9 and identification once such Affiliate has earned at least USD \$600.00 within a single tax year. In that event, AOR will issue a Form 1099-NEC to such Affiliate. If an Affiliate earns \$600 or more in compensation but fails to timely provide a W-9 to AOR, the Affiliate will not receive compensation in excess of \$599 from AOR. If the tax code changes at any time to revise how non-employee compensation is paid or the threshold is updated from \$600, this Agreement will automatically update with the new requirements. If an Affiliate requires any state income tax forms, such Affiliate is solely responsible for providing at least thirty (30) days advanced written notice to AOR of this need and must provide AOR with all information necessary for AOR to assist in providing the state forms.

6. *Additional Affiliate Representations, Warranties, and Covenants.* As conditions precedent and subsequent to participation in the Affiliate Program, realization of any corresponding rights or benefits, and opening of any Affiliate Account, Affiliate, in addition to the other representations, warranties and covenants set forth in these Terms, represents, warrants and covenants as follows:

(a) ***Authority.*** If Affiliate is a natural person, Affiliate, and if Affiliate is a trust or corporate entity, the natural person agreeing to these Terms on behalf of Affiliate, pursuant to power-of-attorney or otherwise, is at least eighteen (18) years of age, has full legal capacity, right, power and authority to execute and deliver these Terms and Affiliate's assent to the provisions hereof and as set forth in the corresponding Application, and Affiliate has duly and validly effectuated the same, knowingly, voluntarily, with full understanding of the implications thereof, and without any undue influence of any kind. Affiliate has full legal capacity, right,

power and authority to perform Affiliate's obligations hereunder. These Terms constitute valid and binding obligations of Affiliate, enforceable in accordance herewith.

(b) ***Independent Contractor Only.*** The nature of each Affiliate's relationship is as an independent contractor. Each Affiliate is independent of AOR, each Affiliate is not an employee of AOR, nor is a partnership created.

7. *Authorized Use of Site, Site Content and AOR Materials.*

(a) ***Limited License.*** AOR grants Affiliate a limited license to access and make personal use of the Site, Site Content, and AOR Materials as necessary to participate in the Affiliate Program and to promote the AOR Program to prospective Members, as well as to enforce these Terms. This license does not include, except on behalf of AOR in order to promote the AOR Program to prospective Members, any sale, resale, lease, sublease, license, sub-license, or commercial use of the Site, Site Content, or AOR Materials; any derivative use of the Site, Site Content, or AOR Materials, except as expressly set forth in these Terms and the Ancillary AOR Terms; any downloading or copying of account information for the benefit of another; or any use of data mining, robots, cookies, or similar data gathering and extraction tools. Except as expressly approved in writing by AOR in AOR's sole discretion, Affiliate shall not sell, resell, sublicense, assign, or otherwise allow the use of the Site, any Site Content, any AOR Materials or the AOR Program, by or for the benefit of any other person, entity, or group; *provided that* Affiliate may allow use of the Site, the Site Content and the AOR Materials as set forth in Section 8, below.

(b) ***No Misleading Links.*** Affiliate may not link any page at the Site in such a manner as to create a reasonable possibility or likelihood of confusion by users of a third party website as to the true ownership or sponsorship of the Site and/or as to the existence or lack thereof of some affiliation or other relationship between AOR and the third party and/or its website.

(c) ***Posting Restrictions.*** Affiliate may not post or transmit through any website or social media page containing any AOR Materials or reference to AOR or the AOR Program any content, item or material, which violates or infringes in any way upon the rights of others, which is unlawful, misleading, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, confidential or proprietary to third parties, or otherwise is objectionable, or which encourages conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law.

8. *Affiliate Account and Password.* AOR shall approve and assign a unique username and password for each Affiliate Account to monitor Affiliate's activities and compensation under the Affiliate Program. Affiliate shall have the opportunity to change such username and password from time to time in accordance with AOR's security policies, which are among the Ancillary AOR Terms. Affiliate may not authorize any other person or party to access any part the Site using Affiliate's username and password, except upon the express written authorization of AOR, in AOR's sole discretion, whereupon each such person shall become an "***Authorized End User.***" Affiliate and each Authorized End User shall be responsible for maintaining the confidentiality of Affiliate's username and password, and Affiliate shall be solely liable for any consequences

that may result from their disclosure. Affiliate shall be responsible for all activities that occur under the Affiliate Account, username and/or password. Affiliate's username and password are non-transferable, except upon written agreement by AOR, in AOR's sole discretion, and may not under any circumstances be shared except as expressly set forth in this Section 8. Affiliate agrees to (a) maintain all equipment, hardware and software necessary for Affiliate's access to and use of the Site and participation in the Affiliate Program; (b) maintain the security of Affiliate's account identification, username, password, Affiliate Content, and any other confidential Affiliate information; and (c) take responsibility for all charges resulting from use of the Affiliate Account.

9. *Affiliate Profile Data and Content.* Affiliate shall have the sole responsibility to input and maintain profile data at and through the Site. Such data shall under all circumstances include updated identification of Affiliate and each Authorized End User, together with their most recent addresses, telephone numbers, and e-mail addresses. Affiliate shall maintain his/her/its own proprietary content and profile data provided and utilized in connection with the utilization of the Site and participation in the Affiliate Program (collectively, "*Affiliate Content*"), and ensure that such Affiliate Content is maintained and up to date. AOR does not warrant that any Affiliate Content shall be maintained or up to date in any manner, and AOR shall not have any responsibility for any loss or damage due to Affiliate's failure to maintain and update Affiliate Content as appropriate. Affiliate shall remain solely responsible for all errors or problems in Affiliate Content impacting the Codes or Affiliate's participation in the Affiliate Program. AOR does not warrant that any Affiliate Content stored at the Site will be made available to Affiliate after expiration or earlier termination of the Account Term. Affiliate shall maintain a copy of all Affiliate Content in an accessible way prior to termination of Affiliate's access to the Affiliate Account.

10. *Operation, Maintenance, and Security of Site.* AOR shall retain one or more third party hosting companies, or else shall use its own reasonable efforts, to maintain the Site in good condition and operating order and to establish and maintain reasonable security measures to protect the Site from security breaches. AOR shall not be responsible for any inaccessibility of Affiliate or any Authorized End User due to scheduled maintenance and upgrades of the Site or any corresponding Internet servers or software. AOR shall have no obligation to resolve any inaccessibility or failure caused by (a) modification of the Site by anyone other than AOR or the applicable third party hosting company upon AOR's actual authorization, as the case may be, (b) use of the Site for any purpose other than intended, (c) misuse or incorrect use of the Site or (d) malfunction of Affiliate's, or any Authorized End User's or third party's, equipment, hardware, software, computing environment or any telecommunications services not under the control of AOR or the applicable third party hosting company, as the case may be. In no event and under no circumstance shall AOR be responsible for any Site failures or deficiencies caused by, arising from, or attributable to any factor other than AOR's gross negligence or intentional misconduct. Specifically, among other things, AOR shall have no responsibility for any Site failures or deficiencies caused by, arising from, resulting from or attributable to any features employed by

any third party hosting company, it being understood and agreed that Affiliate may not under any circumstances hold AOR responsible or liable therefor, and that Affiliate's recourse therefor shall be limited to the appropriate third party hosting company or companies.

11. Confidentiality and Intellectual Property. In connection with these Terms, Affiliate's participation in the Affiliate Program and use and utilization of the Site and AOR Materials, AOR will provide, and Affiliate will receive, certain "Confidential Information" concerning one or more programs, businesses, products, materials and/or services of AOR (collectively, the "**AOR Proprietary Items**"), which AOR deems to be highly proprietary and valuable.

(a) **Scope of Confidentiality Protection.** For the purpose of this Section 11, "**Confidential Information**" shall include all information, whether written or oral, that is prepared, uniquely known and/or provided by AOR, any incorporator, organizer or principal of AOR, and/or any affiliate, parent, subsidiary, principal, member, officer, director, employee, agent, representative, predecessor, successor or assign of any of them, in any event excluding Affiliate or any Affiliate Party defined below (collectively, the "**AOR Parties**", and each an "**AOR Party**"), including without limitation Intellectual Property, as defined in Section 11(b), below, and all non-public information related to any and all AOR Proprietary Items developed, performed or generated by or for AOR or any of the AOR Parties. Affiliate shall disclose Confidential Information solely as necessary for the purposes set forth in Section 7(a), above.

(b) **Intellectual Property.** All Intellectual Property is hereby acknowledged to remain under the exclusive ownership of AOR, the applicable AOR Party, or the applicable licensor thereof ("**AOR Licensor**"), as appropriate. Any rights to or interests in such Intellectual Property, or any permutation or derivation thereof, are hereby fully disclaimed, waived and renounced by Affiliate in favor of AOR, the applicable AOR Party, or the applicable AOR Licensor, as appropriate, subject to the limited license provided in Section 7(a), above. For the purposes of this Section 11(b), "**Intellectual Property**" means all intellectual property, including without limitation patents, trademarks, tradenames, copyrights, trade secrets, software, content, formulas, inventions, concepts and other technology and know-how prepared, created or developed by, uniquely in the possession of, owned or licensed by (as licensee) or otherwise prepared, created or developed for the benefit of the AOR, whether protected, created or arising under the laws of the United States or any other jurisdiction, whether or not registered with any governmental authority, each as related to the AOR Proprietary Items, or any of them.

(c) **Restrictions Regarding Intellectual Property.** Neither Affiliate, nor any affiliate, parent, subsidiary, principal, officer, director, employee, agent, representative, predecessor, successor, assign, legal or financial advisor, contractor or consultant of Affiliate (including without limitation any Authorized End User), in any event excluding AOR, any applicable AOR Party or any applicable AOR Licensor (collectively, the "**Affiliate Parties**", and each an "**Affiliate Party**"), may apply for a right in any Intellectual Property, or use or utilize any Intellectual Property for any purpose other than that provided under Section 7(a), above, except upon the express written consent of an actually authorized representative of AOR in the sole and absolute discretion of AOR. To the extent Affiliate or any Affiliate Party may claim any rights, direct, derivative or otherwise, related to any Intellectual Property, other than the limited license provided under Section 7(a), above, Affiliate hereby disclaims, and shall cause each Affiliate

Party to disclaim, such rights, and hereby assigns, and shall cause each Affiliate Party to assign, such rights to AOR, the appropriate AOR Party or the appropriate AOR Licensor, as applicable. With the exception of the limited license under Section 7(a), above, no license or other right of any kind in any Intellectual Property is granted or otherwise provided to Affiliate, to any Affiliate Party or to any third party in relation to these Terms or Affiliate's use of the Site or Affiliate's access to or participation in the Affiliate Program.

(d) ***Restrictions Regarding Disclosure of Confidential Information to Third Parties.*** Affiliate shall, and shall cause each Affiliate Party to, hold AOR's Confidential Information, whether delivered before or after the date hereof, in strict confidence and shall refrain from and cause each Affiliate Party to refrain from: (i) providing, copying, disclosing, divulging or otherwise making available the Confidential Information to any other person or entity without the prior written consent of an actually authorized representative of AOR, in AOR's sole discretion; and (ii) removing or permitting to be removed from such Confidential Information any notice indicating the confidential nature of, or AOR's proprietary right in and to the Confidential Information. In the event of written consent to disclose Confidential Information to any other party, Affiliate shall, and shall cause each Affiliate Party to, advise that other party of his/her/its obligations with respect to such Confidential Information, and have that party acknowledge in writing that the terms and conditions of this Section 11 may directly be enforced by AOR against him/her/it as a condition to such disclosure. AOR consents to disclosure of Confidential Information by Affiliate to any Affiliate Party as necessary for the purposes set forth in Section 7(a), above, subject to the remainder of this Section 11.

(e) ***Exception for Affiliate Content.*** Any proprietary Affiliate Content, which is collected or generated through use of the Site, shall be deemed Confidential Information of Affiliate. Affiliate shall be solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and intellectual property ownership or right to use all of the Affiliate Content. Affiliate represents and warrants that: (i) Affiliate has the appropriate authority, license or other rights to use all such Affiliate Content and to provide such Affiliate Content as contemplated in these Terms; (ii) Affiliate has and will maintain all rights, consents and approvals required to grant to AOR the rights to access, use, adapt, display and modify Affiliate Content in accordance with this Section 11(e) and will upon AOR's request provide proof of the same; and (iii) Affiliate shall not infringe upon the intellectual property or other proprietary rights of any third party. Affiliate hereby grants to AOR a nonexclusive, irrevocable, transferable, perpetual, worldwide, royalty-free and fully paid-up license to access, use, adapt, display and modify any and all Affiliate Content that is collected or generated through use of the Site and Affiliate's participation in the Affiliate Program for any legal purpose, including without limitation to perform AOR's obligations under these Terms, to enforce these Terms, to analyze, transfer and use such Affiliate Content in an aggregated form from which all personally identifiable information has been removed, for purposes of benchmarking system performance, preparing statistics, system metrics and other purposes, and to market the Site, the Affiliate Program and the AOR Program, as well as the right to sublicense such rights to any holding provider and other third parties as necessary for AOR to do so or as may be reasonably necessary to do so. For avoidance of doubt, the identity or other personally identifiable information of any Member of AOR is never proprietary Affiliate Content.

(f) ***Ownership of Confidential Information.*** With the exception of Affiliate Content as described in Section 11(e), above, and subject to the license set forth in Section 7(a), above, all Confidential Information, including reproductions thereof, shall be deemed to be and remain the exclusive property of AOR (or AOR Party or AOR Licensor, as appropriate), and no ownership rights of any kind in and to any of the Confidential Information are transferred hereby, hereunder or in connection herewith to Affiliate, any Affiliate Party or any third party. Affiliate acknowledges that Affiliate does not acquire any such ownership rights by accessing and utilizing copyrighted material or otherwise using the Site. All rights are reserved.

(g) ***Exceptions to Confidentiality.*** The foregoing obligations of confidentiality shall not apply to any Confidential Information, which: (a) is or becomes available to the public through no act or omission of Affiliate or any Affiliate Party or any party in violation of the terms and conditions of this Section 11 or any other confidentiality or non-disclosure agreement; (b) was already known by Affiliate at the time of the disclosure by AOR, as evidenced by Affiliate's written records existing prior to the date of AOR's disclosure, but subject to any non-disclosure or confidentiality requirements pertaining to such prior knowledge; (c) is lawfully obtained from a person or entity not a party to these Terms without any obligation of confidentiality; (d) is approved for release by AOR's written authorization as set forth in Section 11(d), above; (e) is required by law, regulation or valid order of a court, tribunal or government body to be disclosed to any person, but only to the extent and for the purposes of such legal or regulatory requirement, and only after first giving AOR reasonable notice of such required disclosure and reasonable opportunity to contest such required disclosure; or (f) is developed independently by Affiliate or an Affiliate Party by personnel not having access to any Confidential Information.

(h) ***Reverse Engineering / Independent Development.*** Notwithstanding any other provision of this Section 11 or these Terms, Affiliate shall not (and Affiliate shall not use any third party to), and Affiliate shall cause each Affiliate Party not to (and not to use any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to discern the design, structure, internal workings, or other technology incorporated in any of AOR's Confidential Information.

(i) ***Exclusive Purpose For Receiving AOR's Confidential Information.*** In consideration of any Confidential Information, which Affiliate will receive or have access to, in connection with the Site, the Affiliate Program, the AOR Program and any AOR Proprietary Items, Affiliate shall not, and shall cause each Affiliate Party not to use or utilize any of AOR's Confidential Information to: (i) directly or indirectly sell to, contact, solicit or divert, or attempt to sell to, solicit or divert any customer, client or business affiliate of AOR for the purpose of or with the result of (A) competing with AOR with respect to the AOR Proprietary Items, or any of them, (B) altering, modifying, diverting or precluding the development of any AOR business relationship involving the AOR Proprietary Items, or any of them, or (C) otherwise interfering with business transacted with AOR with respect to the Site, the AOR Proprietary Items, or any of them; or (ii) directly or indirectly solicit or attempt to solicit, encourage, induce or entice AOR's employees, contractors, suppliers or consultants to terminate or modify their employment, engagement or business relationship with AOR with respect to the AOR Proprietary Items, or any of them.

(j) **No Warranty.** Except as otherwise expressly set forth in these Terms, all Confidential Information is provided “as-is, where-is.” AOR makes no warranty, express or implied, regarding the timeliness, accuracy, performance or completeness of any Confidential Information, except to the extent AOR actually knows of or actually discovers any inaccuracies, errors or omissions in such information, in which event AOR hereby warrants that it will promptly either correct or complete such information or report comprehensively and fully all inaccuracies, errors and omissions in such information.

12. *Warranty Disclaimers.* The Affiliate Program, Site and AOR Materials are provided as is, where is, without warranties of any kind, either express or implied. Affiliate accepts, participates in, uses, and utilizes the same at Affiliate’s own knowing and voluntary risk, and these Terms include no such warranties. All warranties are hereby disclaimed.

13. *Limitation of Liability.* Except as is expressly provided for under the Training Liability Policy, under no circumstances shall AOR or any AOR Party be liable to Affiliate or any Affiliate Party for any indirect, consequential, incidental or punitive damages arising in any way from any content or materials provided on, at or through the Site, or from Affiliate’s participation in the Affiliate Program, even if each is expressly advised of the possibility of such damages. To the extent permitted by Applicable Law, except in the event of AOR’s reckless or intentionally wrongful conduct, AOR’s liability shall not under any circumstances exceed the responsibility to correct or repair the Site and/or any materially defective content or materials at AOR’s expense or the amount of USD \$100.00. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability and other torts.

14. *Jurisdictional Limitations.* Some jurisdictions prohibit or otherwise limit the permissible scope of disclaimers and limitations of liability such as those appearing in the two (2) preceding Sections. The limitations of liability in these Terms shall be considered inapplicable only to the extent such liability cannot be so limited or excluded by Applicable Law. In jurisdiction where certain such limitations are prohibited, those that are not prohibited shall remain in effect, and the maximum aggregate liability of AOR shall not exceed the jurisdictional limit.

15. *Force Majeure.* AOR shall not be liable or responsible in any way for any failure or delay in performance or delivery, or for any damage to Affiliate or any Affiliate Party, caused by or attributable to, in whole or in part, any factor beyond AOR’s control, including without limitation the elements, acts of God, government regulation, political insurrection or instability as recognized by a government agency, acts of war, acts of terrorism, power outages, changes in law, strikes, disease, viruses, bacteria, epidemics, pandemics or health threats as declared by a government or health care agency, and/or any other factor that could be characterized as a force majeure event.

16. *Indemnification.* Affiliate agrees to indemnify, defend, and hold harmless AOR, and each of the AOR Parties, and defend any action brought against the same with respect to any claim, demand, cause of action, debt or liability, including without limitation reasonable attorney’s fees, to the extent that such action is based upon a claim that: (a) if true, would

constitute a breach of any of Affiliate's representations, warranties, covenants, or agreements hereunder; (b) is caused by, arises out of or is attributable to Affiliate's negligence, willful misconduct, or otherwise unreasonable or wrongful acts or omissions; and/or (c) arises out of, relates to, is caused by or is attributable to Affiliate's access to, participation in or purchase, use or utilization of the Affiliate Program, except to the extent arising out of AOR's gross negligence, willful misconduct, or material breach of these Terms.

17. *Governing Law and Forum Selection.* These Terms, and the rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the substantive laws of the State of Arizona, without regard to principles of conflicts of laws. All matters in controversy related to the Affiliate Program and these Terms shall be adjudicated in a court of competent jurisdiction located in Maricopa County, Arizona, and Affiliate hereby consents to the personal jurisdiction of such courts.

18. *Invalid Provisions.* If any provision of these Terms is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; these Terms, shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from these Terms. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part hereof a provision as similar in terms, but in any event no more restrictive than, such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

19. *No Waiver.* Failure on the part of AOR to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by AOR of its rights hereunder. Any waiver by AOR of any default of another party shall not affect or impair any right arising from any other or subsequent default. Nothing herein shall limit AOR's remedies and rights under and pursuant to these Terms.

20. *Survival.* The requirements of Section 2(b)(i), Section 2(b)(ii), Section 2(b)(vi), Section 2(b)(viii), Section 2(c), Section 4(c), Section 5(c), Section 5(d), Section 6, Section 7, and Section 11 through Section 19 of these Terms shall survive expiration of the Account Term and termination of the Affiliate Account.

BY CLICKING AGREEMENT AS PROVIDED AT THE SITE, AFFILIATE HEREBY UNDERSTANDS AND CONFIRMS THAT AT ALL RELEVANT AND APPLICABLE TIMES, ALL REPRESENTATIONS, WARRANTIES AND COVENANTS OF AFFILIATE PROVIDED IN THESE TERMS ARE ACCURATE AND COMPLETE, AND AOR SHALL HAVE THE RIGHT TO RELY ON THE SAME IN FULL.