

Cheryl Lee MD Affiliate Program Operating Agreement

Updated: April 15, 2014.

This Affiliate Program Operating Agreement (“**Operating Agreement**”) contains the terms and conditions that govern your participation in the Cheryl Lee MD Affiliate Program (the “**Program**”). “**We,**” “**us,**” or “**our**” means Cheryl Lee MD or any of its affiliate companies as the case may be. “**You**” or “**your**” means the applicant. A “**site**” means a website. “**CherylLeeMD Site**” means the CherylLeeMD.com site or any other U.S. site that is owned or operated by or on behalf of us or our affiliates and which is identified as participating in the Program in the [Affiliate Program Advertising Fee Schedule](#), as applicable. “**Your site**” means any site(s) and software application(s) that you own or operate and link to the Cheryl Lee MD Site. Note that software applications are prohibited from participating in the Program unless expressly approved pursuant to the [Affiliate Program Participation Requirements](#).

BY CHECKING THE BOX OR CLICKING THE "ACCEPT AND CONTINUE" BUTTON, AS APPLICABLE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE CHERYLLEEMD.COM SITE, YOU (A) AGREE TO BE BOUND BY THIS OPERATING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OPERATING AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT, INCLUDING THE [AFFILIATE PROGRAM PARTICIPATION REQUIREMENTS](#). IN ADDITION, IF THIS OPERATING AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS OPERATING AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS OPERATING AGREEMENT.

1. Description of the Program

The purpose of the Program is to permit you to advertise Cheryl Lee MD Products on your site and to earn advertising fees for Qualifying Purchases made by your end users. A “**Product**” is any item sold on the CherylLeeMD Site. A Product may also include certain services, if any, expressly included on the [Affiliate Program Advertising Fee Schedule](#). In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, widgets, links, and other linking tools, and other information in connection with the Program (“**Content**”). Content specifically excludes any data, images, text, or other information or content relating to products offered on any site other than the Cheryl Lee MD Site.

2. Enrollment

To begin the enrollment process, you must submit a complete and accurate Program application. You must identify your site in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application if we determine that your site is unsuitable. Unsuitable sites include those that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain libelous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, or age;
- (e) promote or undertake illegal activities;

(f) are directed toward children under 13 years of age, as defined by the Children’s Online Privacy Protection Act (15 U.S.C. §§ 6501-6506) and any regulations promulgated thereunder;

(g) include any trademark of CherylLeeMD or its affiliates, or a variant or misspelling of a trademark of CherylLeeMD or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site (see the [Trademark Guidelines](#) for examples); or

(h) otherwise violate intellectual property rights.

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later determine that your site is unsuitable, we may terminate this Operating Agreement.

You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Operating Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

3. Links on Your Site

After you have been notified that you have been accepted into the Program, you may display Special Links on your site. “**Special Links**” are links to the CherylLeeMD Site that you place on your site in accordance with this Operating Agreement, that properly utilize the special “tagged” link formats we provide, and that comply with the [Affiliate Program Linking Requirements](#). Special Links permit accurate tracking, reporting, and accrual of advertising fees. All your Special Links displayed must use the Affiliate ID we have assigned to you expressly for you.

You may earn advertising fees only as described in Section 7 and only with respect to activity on the CherylLeeMD Site occurring directly through Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to the CherylLeeMD Site as Special Links, including to the extent that such failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Operating Agreement.

4. Program Requirements

By participating in the Program, you agree that you will comply with the [Affiliate Program Participation Requirements](#) and all pages, schedules, policies, guidelines, specifications, user manuals, and supporting materials that we make available to you, and other documents and materials referenced in this Operating Agreement (collectively, “**Operational Documentation**”).

You will provide us with any information that we request to verify your compliance with this Operating Agreement or any Operational Documentation. In addition to any other rights or remedies available to us, we may terminate this Operating Agreement, withhold (and you agree you are not eligible for) any advertising fees payable to you under this Operating Agreement, or both, if we determine that you or other persons that we determine are affiliated with you or acting in concert with you (whether in respect to any existing or previously terminated Affiliate account):

- have not complied with any requirement or restriction described in the Affiliate Program [Participation Requirements](#) page or any other Operational Documentation or have otherwise violated this Operating Agreement;

5. Responsibility for Your Site

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment;

- displaying Special Links and Content on your site in compliance with this Operating Agreement and the Operational Documentation and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Special Links);
- using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);
- disclosing on your site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and
- any use that you make of the Content and the CherylLeeMD Marks, whether or not permitted under this Operating Agreement.

We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Operating Agreement or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

6. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the CherylLeeMD Site. We reserve the right to reject orders that do not comply with any requirements on the CherylLeeMD Site, as they may be updated from time to time. We will track Qualifying Purchases for reporting and advertising fee accrual purposes and will make available to you reports via a dashboard summarizing those Qualifying Purchases.

7. Advertising Fees

We will pay you advertising fees on Qualifying Purchases in accordance with Section 8 and the [Affiliate Program Advertising Fee Schedule](#). Subject to the exclusions set forth below, a “**Qualifying Purchase**” occurs when (a) a customer clicks through a Special Link on your site to the CherylLeeMD Site; (b) during a single Session that customer adds a Product to his or her shopping cart and places the order for that Product.

A “**Session**” begins when a customer clicks through a Special Link on your site to the CherylLeeMD Site and ends upon the first to occur of the following: (c) exits from the site, or (d) the customer follows a Special Link to the CherylLeeMD Site that is not your Special Link.

Qualifying Purchases exclude, and we will not pay advertising fees on any of, the following:

- any Product that, after expiration of the applicable Session, is added to a customer's Shopping Cart,
- any Product purchase that is not correctly tracked or reported because the links from your site to the CherylLeeMD Site are not properly formatted;
- any Product purchased for resale or commercial use of any kind;

- any Product purchased after termination of this Operating Agreement;
- any Product order that is canceled or returned; and
- any Product purchased by a customer who is referred to the CherylLeeMD Site through any of the following:
 - a Prohibited Paid Search Placement; or
 - a link to the CherylLeeMD Site, including a Redirecting Link, that is generated or displayed on a Search Engine in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), whether those links appear through your submission of data to that site or otherwise.

“**Prohibited Paid Search Placement**” means an advertisement that you purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. “**Proprietary Term**” means keywords, search terms, or other identifiers that include the word “TrueLipids,” “CherylLeeMD,” “PH protect,” or “Lipid Release,” or any other trademark of CherylLeeMD or its affiliates ([see a non-exhaustive list of our trademarks](#)), or variations or misspellings of any of those words (e.g., “cheryleemd,” “sheryleemd,” “turelipids,” and “phprotect”).

“**Redirecting Link**” means a link that sends users indirectly to the CherylLeeMD Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage.

“**Search Engine**” means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

8. Advertising Fee Payment

We will pay you advertising fees on a monthly basis for Qualifying Purchases shipped in a given month, subject to any applicable withholding or deduction described below. We will pay you approximately 60 days following the end of each calendar month using the payment method you choose from the following available options. If you have not selected one of the payment methods below, we will withhold any unpaid accrued advertising fees until you have done so.

(a) Payment by PayPal, Dwolla, or Coinbase. If you select payment by any of these options, we make payments to the account of your choice in the amount of the advertising fees you earn, but we may accrue and withhold advertising fees until the total amount due to you is at least \$50. All credits will be subject to our then-current standards.

(b) Payment by Check. If you select payment by check, we will send you a check in the amount of the advertising fees you earn, but we may accrue and withhold advertising fees until the total amount due to you is at least \$100. We will deduct a processing fee in the amount of \$15 from the advertising fees payable to you for each check we send to you.

Any unpaid accrued advertising fees in your account may be subject to escheatment under state law. We may be obligated by law to obtain tax information from you if you are a U.S. citizen, U.S. resident, or U.S. corporation, or if your business is otherwise taxable in the U.S. If we request tax information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold your advertising fees until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

9. Policies and Pricing

Customers who buy products through this Program are our customers with respect to all activities they undertake in connection with the CherylLeeMD Site. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the CherylLeeMD Site will apply to those customers, and we may change them at any time.

10. Identifying Yourself as an Affiliate

You will not issue any press release or make any other public communication with respect to this Operating Agreement, your use of the Content, or your participation in the Program. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as

expressly permitted by this Operating Agreement. You must, however, clearly state the following on your site: “[Insert your name] is a participant in the Cheryl Lee MD Affiliate Program, an affiliate advertising program designed to provide a means for sites to earn advertising fees by advertising and linking to CherylLeeMD.com.”

11. Limited License

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the CherylLeeMD Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content (those trademarks and logos, collectively, “Cheryl Lee MD Marks”) solely on your site and in accordance with the [Affiliate Program Trademark Guidelines](#).

The license set forth in this Section 11 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or any Operational Documentation, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section 11 in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content and CherylLeeMD Marks with respect to which the license set forth in this Section 11 is terminated or as we may otherwise request from time to time.

12. Reservation of Rights; Submissions

Other than the limited licenses expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Operating Agreement or otherwise, acquire any ownership interest or rights in or to, the Program, Special Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates’ trademarks and logos (including the CherylLeeMD Marks), and any other intellectual property and technology that we provide or use in connection with the Program (including any application program interfaces, libraries, sample code, and related materials). If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Operating Agreement, any Content, or your participation in the Program, or if you modify any Content in any way, (collectively, “Your Submission”), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (e) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (f) our and our sublicensees’ exercise of rights under the license above will not violate any person’s or entity’s rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

13. Compliance with Laws

In connection with your participation in the Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003).

14. Term and Termination

The term of this Operating Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Operating Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Operating Agreement, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and CherylLeeMD Marks and promptly remove from your site and delete or otherwise destroy all links to the CherylLeeMD Site, all CherylLeeMD Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this Operating Agreement or otherwise in connection with the Program. We may withhold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Operating Agreement, all rights and

obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. No termination of this Operating Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Operating Agreement prior to termination.

15. Modification

We may modify any of the terms and conditions contained in this Operating Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the CherylLeeMD.com site or by sending notice of such modification to you by email to the email address then-currently associated with your Affiliate account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the Affiliate Program Advertising Fee Schedule, Affiliate Program Participation Requirements, payment procedures, and other Program requirements. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS OPERATING AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION (E.G., THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE CherylLeeMD.COM SITE OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

16. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Operating Agreement, you will be deemed to have taken the action yourself.

17. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE CHERYLLEEMD SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, THE CHERYLLEE SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS OPERATING AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

18. Disclaimers

THE PROGRAM, THE CHERYLLEEMD SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE CHERYLLEE SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, CHERYLLEEMD.COM DOMAIN NAME, OUR AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE CHERYLLEEMD MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS." NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OR PRODUCT OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY

OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, THE CHERYLLEEMD SITE, OR THE AFFILIATE-PROGRAM SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS OPERATING AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (C) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (D) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (E) ANY TERMINATION OF THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

19. Disputes

Any dispute relating in any way to the Program or this Operating Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Utah, without regard to principles of conflict of laws, will govern this Operating Agreement and any dispute of any sort that might arise between you and us.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Operating Agreement as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

20. Miscellaneous

You acknowledge and agree that we and our affiliates may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Operating Agreement or operate sites that are similar to or compete with your site. You may not assign this Operating Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Operating Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Operating Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Operating Agreement. Whenever used in this Operating Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Operating Agreement, may be made, taken, or given in our sole discretion.

Affiliate Program Advertising Fee Schedule

This Affiliate Program Advertising Fee Schedule (“**Schedule**”) is part of the [Operating Agreement](#) that governs your participation in the Cheryl Lee MD Affiliate Program. This Schedule describes the advertising fee rates you may earn as a participant in the Program. It also describes the limitations that apply to earning advertising fees on certain Products. From time to time, we may modify this Schedule in accordance with the [Operating Agreement](#). All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

During each calendar month, you may earn advertising fees for [Qualifying Purchases](#). Most advertising fees are calculated as a percentage of Qualifying Revenues based on the tables below and are subject to the limitations described in the “Limitations on Advertising Fee Rates for Certain Products” section below. We also may offer advertising fees in the form of bounties or other special offers as described in the “Special Offers and Promotions” section below. “**Qualifying Revenues**” mean amounts we receive from customers’ Qualifying Purchases, excluding shipping, handling, and gift-wrapping fees, taxes, and service charges, and less any rebates, credit card processing fees, returns, and bad debt.

The advertising fee rates you may earn will vary depending on the number and category of Products that are shipped in a given calendar month that constitute Qualifying Purchases. We will determine the classification of Products in each category set forth in Tables 1 and 3 below or otherwise described on this page.

1. Standard Advertising Fees

The Program’s standard advertising fee structure, applicable to Qualifying Purchases made through Special Links displayed outside of Approved Mobile Applications, is described in Tables 1 and 2 below.

TABLE 1 – Fixed Advertising Fee Rates for Healthcare Practitioner/Provider Categories

Provider Category	Fixed Advertising Fee Rates
Dermatologists	8%
Medical Spa Providers	8%
Healthcare Practitioners	8%

TABLE 2 – Fixed Advertising Fee Rates General Affiliate Partners (non-Healthcare Practitioners)

Affiliate Category	Fixed Advertising Fee Rates
Social Media Affiliates	3-5%
Consumer Affiliates	3-5%
Partner Affiliates	3-5%

* For the purposes of Table 2, “**General Affiliate**” are any Affiliate partners not categorized as Healthcare Practitioners as described in Table 1.

3. Calculation of Advertising Fees

For purposes of calculating the number of Products shipped in a given month, we will include products all shipped to the customer less any Products expressly excluded in accordance with the “Special Offers and Promotions” section below or otherwise under the Operating Agreement.

4. Special Offers and Promotions

From time to time, we may run special or limited time offers or promotions under which you may earn advertising fees on Products or categories of Products that were previously excluded from earning advertising fees, or you may earn increased

advertising fee rates from those set forth above. We may notify you about special offers or promotions by updating this page or through emails, blog posts, or other means.

Affiliate Program Participation Requirements

This Affiliate Program Participation Requirements page is part of the [Operating Agreement](#) that governs your participation in the Cheryl Lee MD Affiliate Program. This page describes requirements and restrictions applicable to you as a Program participant. From time to time, we may modify the participation requirements described on this page in accordance with the [Operating Agreement](#). All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

1. You will ensure that your site is not unsuitable (as described in Section 2 of the Operating Agreement).
2. You will not display or otherwise use our or our affiliates' trademarks or logos (including any CherylLeeMD Mark) except solely as expressly permitted under and in accordance with the Operating Agreement.
3. You will not display or otherwise use any trademark or logo of any third party seller on the CherylLeeMD Site in connection with any Special Link unless you have obtained from that seller the specific right to do so.
4. You will not remove, obscure, or alter, or make invisible, illegible, or indecipherable to visitors of your site, any "Privacy Information" link or any of our or our affiliates' trademarks or logos (including any CherylLeeMD Mark) that we include in a Special Link.
5. You will use Content solely in accordance with the terms of the Operating Agreement and within the express scope of the license granted in Section 11 of the Operating Agreement. Without limiting the foregoing, you will (a) use Content solely to send end users and sales to the CherylLeeMD Site and will not link any Content to, or in conjunction with any Content direct traffic to, any page of a site other than the CherylLeeMD Site (however, parts of your site that are not closely associated with the Content may contain links to sites other than the CherylLeeMD Site); and (b) link each use of the Content solely to the related Product detail page or other relevant page of the CherylLee Site and not to any other page.
6. You will not engage in any promotional, marketing, or other advertising activities on behalf of us or our affiliates, or in connection with the CherylLeeMD Site or the Program, that are not expressly permitted under the Operating Agreement. For example, you will not engage in any promotional, marketing, or other advertising activities in any offline manner, including by using any of our or our affiliates' trademarks or logos (including any CherylLeeMD Mark), any Content, or any Special Link in connection with an offline promotion or in any other offline manner (e.g., in any printed material, mailing, SMS, MMS, email or attachment to email, or other document, or any oral solicitation). Upon our request, you will provide us with written certification that you have complied with this Section 6. We will specify the form of, and content required in, that certification in our request. Any failure by you to provide the certification in accordance with our request will constitute a material breach of this Operating Agreement.
7. Except as agreed between you and us in a separate written agreement referencing this Participation Requirement, you will not use any Content or Special Link, or otherwise link to the CherylLeeMD Site, on or in connection with:

a. any client-side software application (e.g., a browser plug-in, helper object, toolbar, extension, or component or any other application executable or installable by an end user) on any device, including computers, mobile phones, tablets, or other handheld devices, other than Approved Mobile Applications; or

8. You will not add to, delete from, or otherwise alter any Content in any way, including by adding additional information (e.g., you may not insert words into a customer review), except that you may resize Content consisting of a graphic image in a manner that maintains the original proportions of the image or truncate Content consisting of text in a manner that does not materially alter the meaning of the text or cause the text to become factually incorrect or misleading.

9. You will not sell, resell, redistribute, sublicense, or transfer any Content or any application that uses, incorporates, or displays any Content. For example, you will not use, or enable or facilitate the use of, Content on or within any application, platform, site, or service (including social networking sites) that requires you to sublicense or otherwise give any rights in or to any Content to any other person or entity, nor will you create links formatted with your Affiliate's tag for, or display such links on, a site that is not your site.

10. You will promptly remove from your site and delete or otherwise destroy any Content that is no longer displayed on the CherylLeeMD Site or that we notify you is no longer available for your use.

11. You will not use any Content, including any name or likeness embodied in that Content, in a manner that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party, or cause (including by placing unrelated third party materials in close proximity to Content).

12. You will not seek to purchase or register any Proprietary Term for use in any Search Engine; purchase, register, or otherwise use any Proprietary Term as or in a domain or subdomain name; or register or use any Proprietary Term as or in any Affiliate ID or "tag." In addition to any other rights or remedies available to us, upon our request you will cause any Search Engine designated by us to exclude Proprietary Terms from keywords used to display your advertising content in association with search results (e.g., request exclusion by negative keyword bidding), assuming the Search Engine offers such exclusion capabilities.

13. You will not bid on or purchase keywords, search terms, or other identifiers (including Proprietary Terms) or otherwise participate in keyword auctions on any Search Engine if the resulting paid search advertisement is a Prohibited Paid Search Placement. You may purchase paid search advertisements and submit links to Search Engines to appear in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), so long as you comply with the Operating Agreement and those paid or unpaid search results send users to your site and not directly or indirectly, via a Redirecting Link, to the CherylLeeMD Site.

14. You will not offer any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using Special Links (e.g., by implementing any "rewards" or loyalty program that incentivizes persons or entities to visit the CherylLeeMD Site via your Special Links).

15. You will not intercept, record, redirect, read, interpret, or fill in the contents of any electronic form or other material submitted to us by any person or entity.

16. You will not request, collect, obtain, store, cache, or otherwise use any account information used by our customers in connection with any CherylLeeMD Site (including any usernames or passwords of CherylLeeMD Site customers).
17. You will not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of the CherylLeeMD Site.
18. You will not make any orders or engage in other transactions of any kind on the CherylLeeMD Site on behalf of any other person or entity, or authorize, assist, or encourage any other person or entity to do so.
19. You will not use Special Links to link to the CherylLeeMD Site from references to items on your site that are not Products.
20. You will not take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, browse, or order) are occurring.
21. You will not include on your site, display, or otherwise use Special Links or Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device.
22. You will not frame the CherylLeeMD Site, or any part of it, within your site, including by display within an integrated web browser (e.g., WebView) within a Mobile Application. However, displaying a Special Link on your site, including results from the AMA API, in accordance with the Operating Agreement will not be considered a violation of this Participation Requirement.
23. You will not post or serve any Special Links or other content promoting the CherylLeeMD Site within any pop-up or pop-under windows, transitional page ads, or layer ads around or in conjunction with the display of any site that is not your site.
24. You will not include any Special Links in any content that you place on the CherylLeeMD Site (for example, in connection with any advertising service available through the CherylLeeMD Site or in a customer review, forum, list, guide, or any other customer-generated context available on the CherylLeeMD Site).
25. You will not attempt to circumvent the [Affiliate Program Advertising Fee Schedule](#) or artificially increase your advertising fees (e.g., by intentionally featuring, purchasing, or requesting or encouraging any other person or entity to purchase, low-price items offered on the CherylLeeMD Site (as determined by us) for the purpose of exceeding any advertising fee threshold, or by causing any page of the CherylLeeMD Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on your site).
26. You will not attempt to intercept or redirect (including via software installed on users' computers) traffic from or on, or divert advertising fees from, any site that participates in the Program.
27. You will not artificially generate clicks or impressions on your site or create Sessions on the CherylLeeMD Site, whether by way of a robot or software program or otherwise.

28. You will not display or otherwise use any of our customer reviews or star ratings, in part or in whole, on your site unless you have obtained a link to that customer review or star rating through the proper approved methods.

29. You will not purchase any Product(s) through Special Links for use by you or for resale or commercial use of any kind. Similarly, you will not request or encourage any of your friends, relatives, or Affiliate to purchase any Product(s) through Special Links for use by you or them or for resale or commercial use of any kind. Further, you will not offer any Products on your site for resale or commercial use of any kind.

30. You will not cloak, hide, spoof, or otherwise obscure the URL of your site containing Special Links (including by use of a redirecting page) or the user agent of the application in which Content is displayed or used such that we cannot reasonably determine the site or application from which a customer clicks through such Special Link to the CherylLeeMD Site.

31. You will not knowingly collect, use, or disclose personal information from children under 13 years of age.

Trademark Guidelines

These Trademark Guidelines ("Guidelines") apply to your use of our and our affiliates' trademarks and logos that we may make available to you from time to time, including as part of any content you obtain from us (collectively, "CherylLeeMD Marks"). "We," "us," or "our" means CherylLeeMD or any of its affiliate companies, as the case may be. "You" means the person or entity using a CherylLeeMD Mark. Strict compliance with these Guidelines is required at all times, and any use of a CherylLeeMD Mark in violation of these Guidelines will automatically terminate any license related to your use of the CherylLeeMD Marks.

1. Your use of the CherylLeeMD Marks must (i) comply with the most up-to-date version of all agreement(s) with us regarding your use of any of the CherylLeeMD Marks (collectively, "Agreements"); (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, and policies that we may issue from time to time that apply to the use of the CherylLeeMD Marks. You will not use any CherylLeeMD Mark in any other place, for any other purpose, or in any other manner. For example, you may not use any CherylLeeMD Mark in connection with any offline promotion or in any other offline manner (e.g., in any printed material, mailing, or other document).
2. You may not use or display any CherylLeeMD Mark in any manner (i) that implies sponsorship or endorsement by us; (ii) to disparage us, our products, or our services; (iii) that may, as determined by us, diminish or otherwise damage our goodwill in any CherylLeeMD Mark; or (iv) other than as specifically authorized under the Agreements.
3. You may not alter or modify any CherylLeeMD Mark in any manner. You may display a CherylLeeMD Mark only in the exact format in which we provide it to you. No alternate representation or stylization is permitted. For example, you may not change the proportion, color, or font of any CherylLeeMD Mark, or make any additions to or remove any elements from any CherylLeeMD Mark.
4. Each CherylLeeMD Mark must appear by itself, with reasonable spacing between each side of the CherylLeeMD Mark and other visual, graphic or textual elements. Under no circumstance may any CherylLeeMD Mark be placed on any background that interferes with the readability or display of that CherylLeeMD Mark.
5. You must prominently include a statement on your site stating that CherylLeeMD and the CherylLeeMD logo (as applicable) are trademarks of CherylLeeMD or its affiliates. For example, if your site displays the CherylLeeMD.com and CherylLeeMD logos, you would include the following statement:

"CherylLeeMD.com, the CherylLeeMD logo are trademarks of CherylLeeMD or its affiliates."
6. You acknowledge and agree that all rights in and to the CherylLeeMD Marks are our exclusive property, and any goodwill generated by your use of any CherylLeeMD Mark will inure to our exclusive benefit. You will not take any action that is in conflict with our rights in or ownership of any CherylLeeMD Mark.

7. You are not allowed to use any trademark of CherylLeeMD or its affiliates, or a variant or misspelling of a trademark of CherylLeeMD or its affiliates:
 - a. in any domain name or subdomain name – for example, a domain name or subdomain name such as <cheryleemd.com>, <CherylLeeMDstore.com>, <CherylLeeMDauctions.net>, <cherylleemd.mydomain.info>, <friendcherylleemd.com>, <CherylLeeMD.blogspot.com>, <CherylLeeMD.wordpress.com>, <cherylleemd-videos.info>, or <CherylLeeMD.org> is prohibited;
 - b. In any username, group name, or other identifier on any social networking site – for example, a username such as “CherylLeeMDFB,” “CherylLeeMD For You,” registered on a site such as Facebook, Twitter or YouTube is prohibited; or
 - c. In any application name – for example, an application name such as “Shop CherylLeeMD App,” s prohibited.

We may modify these Guidelines at any time and in our sole discretion by posting a change notice or revised Guidelines on the CherylLeeMD.com site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR USE OF THE CHERYLLEEMD MARKS. YOUR CONTINUED USE OF ANY CHERYLLEEMD MARK FOLLOWING OUR POSTING OF A CHANGE NOTICE OR REVISED GUIDELINES ON THE CHERYLLEEMD.COM SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

We reserve the right, exercisable in its sole discretion, to take appropriate action against any use without permission or any use that does not conform to these Guidelines.

Affiliate Program Linking Requirements

This Affiliate Program Linking Requirements page is part of the Operating Agreement that governs your participation in the CherylLeeMD Affiliate Program. This page describes general terms applicable to all types of links (including widgets) you may place on your site to send traffic to the CherylLeeMD Site. It also includes special terms applicable to certain link types that we may make available to you through the Program. From time to time, we may modify the linking requirements described on this page, or the types of widgets and other links that we make available to you, in accordance with the Operating Agreement. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

General Requirements Applicable to All Links.

Links may be created by you or made available to you by us. If we inform you that your site does not qualify to use certain types of links, you must cease displaying those types of links on your site. You are solely responsible for the content, style, and placement of each link that you place on your site and for ensuring that Special Links (whether created by you or made available to you by us) include the appropriate formatting necessary for us to properly track referrals of customers from your site. For example, you must include your Affiliate ID or “tag” (appearing as XXXXX-20, or such other format as we may designate) as a parameter in the URL of each link you place on your site to the CherylLeeMD Site. In addition, you must not use a link shortening service in a manner that makes it unclear that you are linking to a CherylLeeMD Site. Upon your request but subject to our approval, we may issue you additional “sub-tag” Affiliate IDs that permit you to monitor and optimize the performance of your Special Links by including different sub-tags in the URLs of different Special Links. Under no circumstances may you associate any sub-tag with a specific end user of your site (e.g., you may not dynamically assign sub-tags to users as they arrive on your site for purposes of monitoring such users’ behavior).

You may add or delete Products (and related links) from your site at any time without our approval. However, you may not use links to link to the CherylLeeMD Site from references to products on your site that are not “Products” as defined in the Operating Agreement. You must remove from your site any links and related references to limited time promotions on or before the expiration date of that promotion. For example, if you include links to Products in the eczema category of the CherylLeeMD Site and mention that there is 15% off select products in CherylLeeMD’s eczema category, you must immediately remove the mention of the 15% discount from your site on or before the expiration date of that promotion.

You must not make inaccurate, overbroad, deceptive or otherwise misleading claims about any Product, the CherylLeeMD Site, or any of our policies, promotions or prices.

Product prices and availability may vary from time to time. Because prices for and availability of Products that you have listed on your site may change, your site may only show prices and availability if: (a) we serve the link in which that price and availability data are displayed; or (b) you obtain Product pricing and availability data via the Product Advertising API and you comply with the requirements set forth in the License Agreement that are applicable to that data. In addition, if you choose to display prices for any Product on your site in any “comparison” format (including through the use of any price-comparison tool or engine) together with prices for the same or similar products offered through any web

site or other means other than the CherylLeeMD Site, you must display both the lowest price and, if we provide it to you, the lowest price at which the Product is available on the CherylLeeMD Site. You may not otherwise include price information on your site.

Some types of links that we may make available to you may contain a link to an informational page on an CherylLeeMD site that is not formatted as a Special Link (e.g., links to privacy policy information at the bottom of banners may not be formatted as Special Links).