

SCHIQUE SKINCARE AFFILIATE PROGRAM AGREEMENT

Acceptance to SCHIQUE's Affiliate Program is not guaranteed. While we carefully consider every application submitted to our Program, applications are typically rejected for the following reasons: (1) incomplete or false contact information, (2) invalid business or personal Tax ID (US affiliates only), (3) failure to disclose promotional methods (4) unacceptable Web site content, including promotion of activity considered illegal in the United States, and (5) an inability to verify Web site(s), phone number(s), and e-mail(s). Therefore, to increase the likelihood of becoming an Affiliate Partner, please fill out this application fully and honestly. Fraudulent activity is not tolerated and will result in immediate account suspension and reversal of commissions.

This SCHIQUE Skincare Affiliate Program Agreement (“PROGRAM Agreement”) contains the terms and conditions that govern your participation in the Schique Skincare Affiliate Program (the “Program”). “We,” “us,” or “our” means Schique Skincare, Schique LLC, or any of their affiliate companies (excluding those that sell retail products), as the case may be. “You” or “your” means the applicant. A “site” means a website. “SCHIQUE site” means the schique.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. “Your site” means any site(s) and any software application(s) that you own or operate and link to the SCHIQUE Site. Note that software applications are prohibited from participating in the Program unless expressly approved pursuant to the Affiliate Program Member Requirements.

BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS PROGRAM AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED PROGRAM AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE SCHIQUE.COM SITE, YOU (A) AGREE TO BE BOUND BY THIS PROGRAM 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 PROGRAM 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 AFFILIATE PROGRAM AGREEMENT, INCLUDING THE Affiliate Program Member Requirements..IN ADDITION, IF THIS AFFILIATE PROGRAM AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS PROGRAM 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 PROGRAM AGREEMENT.

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1. Description of the Program

The purpose of the Program is to permit you to advertise Products on your site and to earn advertising fees for Qualifying Purchases (defined in Section 7) made by your end users. A “Product” is any item sold on the SCHIQUE Site. 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 SCHIQUE 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, sexual orientation, or age;

(e) promote or undertake illegal activities;

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(f) include any trademark of SCHIQUE, SCHIQUE Skincare or their affiliates, or a variant or misspelling of a trademark of SCHIQUE Skincare or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site; or

(g) otherwise violate intellectual property rights.

(h) knowingly collect information and data on users under the age of 13

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 Affiliate Program 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 Affiliate Program 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 SCHIQUE Site that you place on your site in accordance with this Program Agreement, that properly utilize the special “tagged” link formats we provide, and that comply with the terms set within this agreement. Special Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in Section 7 and only with respect to activity on the SCHIQUE 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 SCHIQUE Site as Special Links, including to the extent that such

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failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Affiliate Program 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, and other documents and materials referenced in this Affiliate Program Agreement (collectively, “Operational Documentation”).

You will provide us with any information that we request to verify your compliance with this Program Agreement or any Operational Documentation. In addition to any other rights or remedies available to us, we may terminate this Affiliate Program Agreement, withhold (and you agree you are not eligible for) any advertising fees payable to you under this Affiliate Program 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 Associates 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 Program Agreement;
- have violated Affiliate Program Agreement and licensing terms ; or
- have violated any requirement or restriction described in the applicable agreements governing participation in any other Affiliate Program offering provided by any of our affiliates

In addition, you hereby consent to us:

- sending you emails relating to the Program from time to time;
- monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Special Links (e.g., that a particular SCHIQUE customer clicked through a Special Link from your site before buying a Product on the SCHIQUE Site) in accordance with the SCHIQUE Privacy Notice; and

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- monitoring, crawling, and otherwise investigating your site to verify compliance with this PROGRAM Agreement and the Operational Documentation.

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 PROGRAM 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 SCHIQUE Trademarks , whether or not permitted under this Affiliate Program 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 PROGRAM Agreement, any Operational Documentation, or applicable

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law; (d) your violation of any term or condition of this PROGRAM 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 SCHIQUE Site. We reserve the right to reject orders that do not comply with any requirements on the SCHIQUE Site, as they may be updated from time to time. We will track Qualifying Purchases (defined in Section 7) for reporting and advertising fee accrual purposes and will make available to you reports 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 SCHIQUE Site; (b) during a single Session that customer either (i) adds a Product to his or her shopping cart and places the order for that Product following the customer’s initial click-through and that product(s) is paid for by, the customer.

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, even if the customer previously followed a Special Link from your site to the SCHIQUE Site;
- any Product purchase that is not correctly tracked or reported because the links from your site to the SCHIQUE Site are not properly formatted;
- any Product purchased through a Special Link by you or on your behalf, including Products you purchase through Special Links for yourself, friends, relatives, or associates (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity);
- any Product purchased for resale or commercial use of any kind;
- any Product purchased after termination of this Affiliate Program Agreement;
- any Product order that is canceled or returned; and
- any Product purchased by a customer who is referred to the SCHIQUE Site through any of the following:
 - a Prohibited Paid Search Placement; or

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- a link to the SCHIQUE 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 and or any variation of “SCHIQUE,” or a SCHIQUE Skincare specific product identifier or variations or misspellings of any of those words. “Redirecting Link” means a link that sends users indirectly to the SCHIQUE Skincare 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 (given that your account accrues up to \$100 in Affiliate advertising fees) for Qualifying Purchases shipped in a given month, subject to any applicable withholding or deduction described below. We will pay you approximately 45 days following the end of each calendar month using paypal. In order to join the SCHIQUE Skincare Affiliate Program, you must have a valid PayPal account that is linked to your banking account.

Payment by PayPal. We will automatically deposit the amount of the advertising fees you earn in your paypal account, but we will 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 \$5 from the advertising fees payable to you for each check we send to you.

If you have not earned any advertising fees in the 3 years prior to any given calendar month, then on the first day of that calendar month we may charge you an account maintenance fee that will be deducted from your unpaid accrued advertising fees. That account maintenance fee will be the lesser of \$10 or the amount of unpaid accrued advertising fees in your account. Further, 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

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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 SCHIQUE Skincare 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 SCHIQUE Skincare Site will apply to those customers, and we may change them at any time.

10. Identifying Yourself as an Associate

You will not issue any press release or make any other public communication with respect to this Affiliate Program 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 Agreement. You must, however, clearly state the following on your site: “[Insert your name] is a participant in Affiliate Programs, designed to provide a means for sites to earn Affiliate Program advertising fees by advertising and linking to online retailers and online services.

11. Limited License

Subject to the terms of this Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the SCHIQUE Skincare 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, “SCHIQUE Marks”) solely on your site and in accordance with our trademark guidelines set below.

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1. Your use of the SCHIQUE Marks must (i) comply with the most up-to-date version of all agreement(s) with us regarding your use of any of our 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 SCHIQUE Marks. You will not use any SCHIQUE Mark in any other place, for any other purpose, or in any other manner. For example, you may not use any SCHIQUE 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 SCHIQUE 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 SCHIQUE Mark; or (iv) other than as specifically authorized under the Agreements.
3. You may not alter or modify any SCHIQUE Mark in any manner. You may display an SCHIQUE 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 SCHIQUE Mark or make any additions.
4. Each SCHIQUE Mark must appear by itself, with reasonable spacing between each side of the SCHIQUE Mark and other visual, graphic or textual elements. Under no circumstance may any SCHIQUE Mark be placed on any background that interferes with the readability or display of that SCHIQUE Mark.
5. You acknowledge and agree that all rights in and to the SCHIQUE Marks are our exclusive property, and any goodwill generated by your use of any SCHIQUE 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 SCHIQUE Mark.
6. You are not allowed to use any trademark of SCHIQUE, SCHIQUE Skincare or its affiliates, or a variant or misspelling of a trademark of SCHIQUE Skincare or its affiliates.

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

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 Affiliate Program Agreement or any Operational Documentation, or otherwise upon termination of this Affiliate Program 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

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delete or otherwise destroy all of the Content and SCHIQUE 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 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 SCHIQUE Marks), and any other intellectual property and technology that we provide or use in connection with the Program. 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 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: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) 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

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The term of this Affiliate Program 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 Affiliate Program Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Affiliate Program Agreement, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and SCHIQUE Marks and promptly remove from your site and delete or otherwise destroy all links to the SCHIQUE Site, all SCHIQUE Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this 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 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 Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

15. Modification

We may modify any of the terms and conditions contained in this Affiliate Program 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 schique.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 Agreement Advertising Fee Schedule, Affiliate Program Member Requirements, payment procedures, and other Program requirements. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS 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 AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE SCHIQUE SKINCARE.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 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

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take any action related to the subject matter of this 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 AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE SCHIQUE SKINCARE 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 AGREEMENT, THE PROGRAM, THE SCHIQUE SKINCARE SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS 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 SCHIQUE SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE SCHIQUE SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, SCHIQUE.COM DOMAIN NAME, OUR AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE SCHIQUE SKINCARE 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 OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE 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

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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 SCHIQUE SITE, OR THE AFFILIATE-PROGRAM. SCHIQUE.COM SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

19. Disputes

Any dispute relating in any way to the Program or this 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 California, without regard to principles of conflict of laws, will govern this 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 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 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

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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 Agreement or operate sites that are similar to or compete with your site. You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this 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 Affiliate Program Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. Whenever used in this 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 Agreement, may be made, taken, or given in our sole discretion.

TERMS UNDERSTOOD AND AGREED TO:

By: _____

Print Name: _____

Date: _____

Address:

Phone Number:

Email address:

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