Affiliate Program Agreement

This Affiliate Program Agreement (the "***Agreement***") is between you and Seller and sets forth the terms and conditions for your participation in the Seller's affiliate program (the "***Affiliate Program***"). The Affiliate Program shall be facilitated, at least in part, via a third-party platform company, Levanta Inc. ("***Levanta***"). The Levanta platform shall be referred to as the "***Levanta Platform***" herein. In this Agreement, "***you***" or "***your***" means the individual or business applying via the Levanta Platform to participate in Seller's Affiliate Program. In this Agreement, the term "***Seller***" means the provider (and any of its affiliates) of the Affiliate Program to which you are applying to be a participant.

This Simplicity Vacuum Levanta Affiliate Marketing Program Agreement (the " Program Agreement") is entered into between Simplicity Vacuum, USA, a division of Tacony Corporation, 1760 Gilsinn Lane, Fenton, MO 63026 ("Simplicity" or "we" or "us") and each affiliate of Simplicity Vacuums ("Affiliate" or "you") and governs your participation in the Simplicity Vacuums Affiliate Program (the "Program").

THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT NEITHER LEVANTA NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS AGREEMENT.

To apply for and to participate in the Affiliate Program, you must accept this Agreement. By clicking to indicate your acceptance when prompted on the Levanta Platform, you agree to the terms of this Agreement.

1. **Eligibility and Enrollment**

   To be eligible to participate in the Affiliate Program, you must have and maintain in good standing an account on the Levanta Platform. You must ensure that the information in your account and in any application you submit to Seller, including your email address, is at all times accurate and up-to-date. Seller may send notifications, approvals, and other communications relating to the Affiliate Program and the Agreement to the email address then-currently associated with your Levanta Platform account. You will be deemed to have received all notifications sent to that email address.

   To enroll in the Affiliate Program, you must submit an application and be approved by Seller. Seller reserves the right to accept or reject your application in its sole discretion. If Seller rejects your application, this Agreement will terminate automatically.

2. **Affiliate Terms and Conditions**

If you apply to be an Affiliate, you are bound by the terms and conditions of this Program Agreement, all applicable Simplicity Vacuums' policies, including the Simplicity Vacuums' Privacy Policy, and the affiliate network interface on Levanta (the "Network Website") (all of the foregoing, this "Agreement") upon being notified of your acceptance. Please read the entire Agreement, the Simplicity Vacuums policies and the terms of the Network Website carefully before submitting an application or taking any action in connection with the Program. You will comply with the terms and conditions of this Agreement. In the event of a conflict between this Agreement, any Simplicity Vacuums policy and/or the Network Website, this Agreement, then the Simplicity Vacuums policies and then the Network Website shall control. You are responsible for ensuring that your Representatives (as defined below) comply with this Agreement, and any violation of this Agreement or any Simplicity Vacuums policy by any of your Representatives shall be considered a violation by you.

3. Affiliate Links

Once you are enrolled in the Affiliate Program, you will be issued one or more unique affiliate links or URL parameters via the Levanta Platform, which will facilitate tracking of your affiliate referrals, as detailed in the Levanta Terms of Service. It is your responsibility to ensure that you properly format your affiliate links. Affiliate Commissions shall only be paid on sales that are made when the purchaser clicks through properly formatted affiliate links. Upon acceptance into the Program, links will be made available to you through the Network Website. Your Acceptance in the Program means you agree to and abide by the following:

(a) You will only use linking code obtained from the Network Website without manipulation. You MAY shorten the exact code provided in the Network Website through url shortener services.

(b) All domains that use your affiliate link must be listed in your affiliate profile.

(c) Your Sites will not in any way copy, resemble or mirror the look and feel of Our Website or our social media profiles, email channels, app or other online services ("Our Sites"). You will also not use any means to create the impression that Your Sites are owned or operated by Simplicity Vacuums, including, without limitation, framing Our Website in any manner.

(d) You may not engage in cookie stuffing or include pop-ups, false or misleading links on Your Sites. In addition, wherever possible, you will not attempt to mask the referring url information (i.e., the page from where the click is originating).

(e) You will not use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain.

(f) If you are found redirecting links to hide or manipulate their original source, your Commission level will be set to 0%, voided out and your participation in the Program will be terminated. This does not include using "out" redirects from the same domain where the affiliate link is placed.

(g) You may use graphic and text links both on your website and within your email messages.

(h) You may use the graphics and text provided by us, or you may create your own as long as they are deemed appropriate according to the conditions and not in violation of this Agreement.

4. Commissions

[Simplicity Vacuums shall pay to Affiliate a commission (the "Commission") based on agreed upon program terms in the Network Website.]

"Customer" means a customer account that remains active for a minimum of 37 days.

"Sales" means sales of Simplicity Vacuums products to customers that originate through a Customer accessing the Simplicity Vacuums Link through your Affiliate Domain. For the avoidance of doubt, no Sale occurs unless the order is placed during the Term. "Sales" exclude (a) samples, (b) products provided under any advertising or marketing promotion, (c) replacement products for defective products, whether or not provided under warranty and (d) sales to yourself or your accounts. We may accept or reject any lead or Sale in our sole discretion, and you will not be entitled to any Commission on any rejected lead or Sale. A Sale occurs once the order has been placed and accepted by Simplicity Vacuums and payment has been received by Simplicity Vacuums.

Payments will only be sent for transactions that have been successfully completed. Transactions that result in chargebacks, credits or refunds will not be paid out. Simplicity Vacuums may withhold payment of any amounts due and payable under this Agreement by reason of any set-off of any claim or dispute with Affiliate, whether relating to Affiliate's breach, bankruptcy or otherwise.

You will not be entitled to any Commission if (i) the Commission is prohibited or restricted by federal, state or local law; (ii) the Customer objects to or prohibits the Commission or excludes such Commission from its payments to us; (iii) the Customer has paid or will pay such Commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, misuse of the link, in violation of this Agreement or by any other means that we deem to breach the spirit of the Program, or (v) the Customer participates in any of our other programs and is eligible to receive Commission in relation to the transaction under that program.

You shall notify Simplicity Vacuums in writing of any dispute regarding any Commission or other payment (along with substantiating documentation and a reasonably detailed description of the dispute) within seven (7) days from your receipt of such payment (or notice from Simplicity Vacuums that it shall not make such payment). You will be deemed to have accepted all payments (or non-payments) for which Simplicity Vacuums does not receive such notification of dispute within such seven-day period. The parties shall seek to resolve all such disputes expeditiously and in good faith.

COOKIES USED AS PART OF THE PROGRAM HAVE A SET DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, WE SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

5. Payment

Seller shall pay Affiliate Commissions to you using the payment process enabled by the Levanta Platform. In order to receive payment of Affiliate Commissions, you must have: (a) agreed to the terms of this Agreement (including by clicking to agree if the option is made available to you on the Levanta Platform); (b) completed all steps necessary to create your account on the Levanta Platform; (c) have valid and up-to-date payment information in your account on the Levanta Platform; and (d) completed any and all required documentation in order for the Levanta Platform or third-party payment processors Levanta may contract with in order to process any payments that may be owed to you.

6. Brand Usage and ProprietaryRights

You may only use Seller's trademarks, service marks, logos, and other brand designations in accordance with Seller's guidelines as published or otherwise made available to you from time to time, whether verbally or in writing. None of your promotional activities may infringe on Seller's proprietary rights or a third party's proprietary rights.

7. Qualifying Sites

Seller reserves the right to refuse you entry into the Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which: promote sexually explicit materials; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities; infringe or otherwise violate any copyright, trademark, or other intellectual property rights of Seller. Seller reserves the right to void any Affiliate Commissions earned from any promotional activities conducted on sites that violate this Section 7.

8. Prohibited Uses of Links

You must promote Seller in a way that is not misleading and such that your affiliate link(s) enable visitors who use the link to engage in bona fide transactions with Seller via the link. You shall not use your affiliate links to cause, whether directly or indirectly, any transactions to be made that are not in good faith, including, but limited to, using any device, program, robot, iframes, or hidden frames.

9. Promotional Methods

You represent and warrant that you will not engage in and/or facilitate spamming, link farming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/or regulations that govern email marketing and/or communications. You represent and warrant that you will not engage in pop-up or popunder advertising using any means involving third party properties and/or services (including software). Pop up/unders are acceptable on a first party basis only when triggered by our site content/site visit or by downloadable software applications for which you are the owner/operator. Software may not be used to force clicks, perform redirects without an affirmative click by a user, or pop over pay-per-click listings or natural search results.

Additionally, you agree to comply promptly with all opt-out, unsubscribe, “do not call” and “do not send” requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt-out, unsubscribe, “do not call” and “do not send” requests.

10. Modification

Seller may modify the terms of or replace this Agreement. If Seller does so, it will provide advance written electronic notice to you. The effective date of any such change will be the date specified by Seller. If you do not agree to the new terms, you may choose to terminate the Agreement as provided herein. You acknowledge and understand that your continued participation in the Affiliate Program following the effective date of such new terms will constitute your acceptance of the new terms.

11. Relationship of the Parties

The parties to this Agreement are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representation on Seller’s behalf, or to otherwise act on Seller’s behalf, except as otherwise permitted in this Agreement.

12. Term and Termination

The term of this Agreement will begin when you accept the Agreement and will end when terminated by either party in accordance with its terms or as otherwise provided herein. Either party may terminate this Agreement at any time, with or without cause.

13. Effect of Expiration or Termination

Upon expiration or termination of this Agreement, all licenses granted hereunder shall immediately terminate and you will immediately remove all links to Seller's website from your websites and/or social media profiles, and cease use of all Seller trademarks, service marks, logos, other brand designations, and all other materials provided in connection with the Affiliate Program.

Except as otherwise set forth herein or as otherwise agreed to by the parties, you are not eligible to receive Affiliate Commissions after expiration or termination of this Agreement; *provided*, however, that any Affiliate Commissions earned prior to the expiration or termination of this Agreement shall be paid to you notwithstanding the subsequent expiration or termination of this Agreement.

The term of this Agreement and your participation in the Program (the "Term") shall commence upon notification of your acceptance in the Program and shall continue until terminated in accordance with this Agreement.

Simplicity Vacuums may, in its sole discretion and without notice, suspend your Affiliate status or terminate the Term (including your participation in the Program) for any of the following reasons:

(a) without limiting the rights in subsection (c), you breach this Agreement;

(b) engage in any of the actions prohibited by Section 5.

In addition, Simplicity Vacuums has the right to suspend or terminate your Affiliate status for no reason upon thirty (30) days' prior written notice to you. You may terminate the Term at any time upon (30) days' prior written notice to Simplicity Vacuums.

No party shall not be liable to the other party for any damage of any kind (whether direct or indirect) incurred by the other party by reason of the suspension of Affiliate status or termination of the Term. Suspension or termination will not constitute a waiver of any of rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

Termination of the Term will not affect any rights or obligations that are to survive the expiration or earlier termination of this Agreement and/or were incurred by the parties prior to termination.

14. Sub-affiliate networks

Promoting Simplicity Vacuums through a sub-affiliate network is permitted; sub-affiliate networks must ensure that all sub-affiliates promoting the Simplicity Vacuums program

adhere to this Agreement. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as pay-per-click campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the Simplicity Vacuums program.

Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of Commissions from sales made through any sub-affiliate that does not comply with our program terms.

15. Intellectual Property Rights

We are not granting to you any right or license to any of our intellectual property rights by implication, estoppel, or otherwise. You acknowledge that we own all right, title, and interest in, to, and under our intellectual property rights and the goodwill associated therewith and that you shall not acquire any proprietary rights therein. Any use by you or any of your affiliates, sub-affiliates, contractors, employees, officers, directors, managers, partners, owners, agents, attorneys, third-party advisors, successors or permitted assigns (collectively "Representatives") of any our intellectual property rights or goodwill and other rights associated therewith shall inure to the benefit of us.
Simplicity Vacuums reserves the right to require license agreements from those who employ trademarks of Simplicity Vacuums to protect our intellectual property rights.

16. Restrictions

You shall not create, publish, distribute or permit any written material that makes reference to Simplicity Vacuums or Simplicity Vacuums branded products or uses any Simplicity Vacuums intellectual property rights (including trademarks and copyrights) without first submitting such material to us and receiving our written consent.

None of Your Sites may contain the following:

(a) Any content that infringes on our or anyone else's intellectual property, publicity, privacy or other rights;

(b) Any content that violates any law, rule or regulation;

(c) Any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials;

(d) Any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

(e) Any software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate Commissions from another website, including toolbars, browser plug-ins, extensions and add-ons without our prior written approval.

(f) Include the words ”Simplicity Vacuums”, or any other Simplicity Vacuums trademark in your domain name, nor will you create publish, distribute or permit any written materials that makes reference to Koala Studios without first receiving our written consent;

(g) Links to any illegal audio/video download sites; or

(h) Links in eBooks or PDFs without our prior written approval.

You will not do any of the following:

(a) engage in (i) inappropriate advertisements (false claims, misleading hyperlinks, etc.), (ii) spamming (mass email, mass newsgroup posting, etc.), (iii) advertising on sites containing or promoting illegal activities, (iv) failure to disclose the affiliate relationship for any promotion that qualifies as an endorsement under existing Federal Trade Commission guidelines and regulations, or any applicable state laws, (v) violation of intellectual property rights, (vi) violation of any applicable law, (vii) offering rebates, coupons, or other forms of promised kick-backs from your Commission as an incentive (other than adding bonuses or bundling other products with Simplicity Vacuums), and/or (viii) self-referrals, fraudulent transactions, or suspected Affiliate fraud.

(b) (i) purchase ads that direct to your site(s) or through a link that competes with Simplicity Vacuums’ own advertising, including, but not limited to, our branded keywords; (ii) participate in cookie stuffing or pop-ups, false or misleading links, (iii) attempt to mask the referring URL information, (iv) use you’re the Simplicity Vacuums Link on Your Sites to purchase Simplicity Vacuums products for yourself, (v) use any mechanisms to deliver leads other than through an intended consumer, such as sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, lframes, or hidden frames), or offering incentives to encourage purchases or signups;

(c) engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public; and/or

(d) engage in pay-per-click bidding without our prior written permission.

17. Online Advertising

If you participate in online advertising, such as Google AdWords or Facebook, you may not do any of the following without our prior written consent:

(a) Bid on the Simplicity Vacuums brand in search engine or social media advertising, such as Google AdWords, Facebook, Instagram, or Yahoo/Bing, including, but not restricted to, our domain name, our company name, and our trademarks or registered urls, including any variations, abbreviations, or misspellings) of Simplicity Vacuums.

(b) Use our trademarked or brand terms in sequence with any other keyword (e.g. Simplicity Vacuums Coupons), including any misspellings.

(c) Use our trademarked terms in your ad title, ad copy, display name, ad extensions, or as the display URL nor may you CLOAK or MASK these URL's in online advertising campaigns.

(d) Direct link to our website from any online ad or use redirects that yield the same result (a.k.a. URL hijacking). Affiliates must be directed to an actual page on your website.

(e) Use the same tone, text, or images as our current or past ads. All paid ads need to have a different look and feel than Simplicity Vacuums' current or past ads, and you may not use the word "official" in connection with the Simplicity Vacuums owned property's name in domain names, search ads, or on landing pages.

(f) Engage in PPC advertising.

If you automate your online advertising campaigns, it is your responsibility to exclude our trademarked, brand, or misspelled terms from your program and we strongly suggest you add our trademarked, brand, and misspelled terms as negative keywords. We have a strict no-tolerance policy on online advertising trademark bidding. If you are unsure whether a term is a trademarked, brand, or misspelled, it is your responsibility to reach out to us to find out. If you are an Affiliate, please email affiliates@babylock.com. You will forfeit all Commissions for a minimum of 30 days and your Commission will be set to 0% without warning if you engage in online advertising trademark bidding that uses our trademarked, brand, or misspelled terms without our prior written consent.

18. Coupon and Deal Sites

Simplicity Vacuums occasionally offers coupons to select Affiliates and to our newsletter subscribers. If you're not pre-approved / assigned a branded coupon, then you're not

allowed to promote the coupon. Below are the terms that apply for any Affiliate who is considering the promotion of our products in relation to a deal or coupon:

(a) You may ONLY advertise coupon codes that are provided to you through the Program.

(b) Posting any information about how to work around the requirements of a coupon/promotion will result in removal from the Program.

(c) Coupons must be displayed in their entirety with the full offer, valid expiration date and code.

(d) You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).

(e) You may NOT advertise coupon codes that you did not obtain from our Network Website, including coupon codes from our marketing emails, paid search or any other non-affiliate advertising campaigns, unless the codes are also provided in our Network Website.

(f) You may NOT give the appearance that any ongoing Simplicity Vacuums promotional offer requires clicking from Your Website in order to redeem. For example, buying order results in free shipping at checkout for all customers, you may not turn this into an offer that infers that the customer must click from your site to get this deal.

(g) You must not mislead customers into clicking on an offer or coupon that does not exist or practice similarly deceptive tactics that are generally known as "cookie stuffing or forced clicks." These include, but are not limited to:

(i) Using knowingly expired offers or presenting offers that do not exist or are not Affiliate offers.

(ii) Making claims that a user must click on a link first to activate or receive an offer.

(iii) Presenting a button that claims to show all offers that sets the Affiliate cookie in the background.

(iv) Technology that generates a click or sets the cookie from the action of copying a coupon code or through a pop-under.

(h) Additionally, if your website ranks on the first page of Google for terms related to Our Website or company name combined with the words coupon, coupons, coupon code,

promo code, etc. and/or your conversion rate exceeds 0.20%, you may be offered a lower Commission than our standard rate to offset the reduced profitability of orders.

(i) You may not use misleading text on your links, buttons, or images to imply that that any deals apply other than the deals you are currently authorized to offer.

(j) You may not bid on Simplicity Vacuums Coupons, Simplicity Vacuums Discounts or other phrases implying coupons are available.

(k) You may not generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set affiliate cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Your link must send the visitor to the merchant site.

(l) User must be able to see coupon/deal/savings information and details before an affiliate cookie is set (i.e. “click here to see coupons and open a window to merchant site” is NOT allowed).

(m) Your Sites may not have “Click for (or to see) Deal/Coupon” or any variation, when there are no coupons or deals available, and the click opens the merchant site or sets a cookie. Affiliates with such text on the merchant landing page will be removed from the program immediately.

Affiliates whose primary business is posting coupons, who are viewed by the Program as being a coupon site and/or who are tagged as coupon in our system, will not be paid Commission for any sales generated without a corresponding valid coupon promotion or code. Valid promotions and codes are defined as those that are made available to the Network Website in general, through newsletters or the coupon inclusion list on the Network Website, or to that Affiliate directly/privately. Coupon codes that are not real, expired, or not made available to the Affiliate are not considered valid codes, and the Affiliate will not be given Commission on these orders. These orders will be canceled, zeroing out Commissions for improper use.

19. Social Media

Promotion on Facebook, Twitter, Twitch, YouTube and other social media platforms is permitted under the following provisions:

(a) You ARE allowed to promote affiliate channel approved offers to your own lists; more specifically, you’re welcome to use your affiliate links on your own Facebook, Instagram, YouTube, Twitch, Twitter and Pinterest pages, among other platforms.

(b) You ARE PROHIBITED from posting your affiliate links on Simplicity Vacuums' Facebook, Instagram, YouTube, Twitter, and other company social media pages in an attempt to turn those links into affiliate sales.

(c) You ARE PROHIBITED from running any social media ads such as Facebook, Twitter, Instagram or Pinterest with Simplicity Vacuums' company name or other trademarks without our prior written approval.

(d) You ARE PROHIBITED from creating social media accounts, pages, or posts that in any way copy, resemble, represent, or mirror the look and feel of our social media accounts, pages, or posts. You will also not use any means to create the impression that your accounts, pages, or posts are Simplicity Vacuums' accounts, pages or posts.

20. FTC Endorsement Guidelines Disclosure Requirements

If you are compensated by Simplicity Vacuums in any way for a post (including with cash, credit, discounts, product, contest entries, and so on), you must clearly and conspicuously disclose such compensation. This applies across all media channels. For example, on Instagram, Twitter, Facebook, Twitch, or YouTube, if you are promoting Simplicity Vacuums, or showing product that was given to you by Simplicity Vacuums, you must include #@simplicityvacuums, or #ad prominently in your caption, before any "break" in the text that is shown to viewers of your content, or otherwise conspicuously indicate that you were or may be compensated by Simplicity Vacuums. For more information about FTC guidelines, please review https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf

21. Confidential Information

From time to time during the Term, Simplicity Vacuums may disclose or make available to Affiliate information about its business affairs and services, confidential information and materials comprising or relating to intellectual property, pricing, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Affiliate or any of its Representatives; (b) is or becomes available to the Affiliate on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Affiliate or its Representatives prior to being disclosed by or on behalf of the

Simplicity Vacuums; (d) was or is independently developed by the Affiliate without reference to or use of, in whole or in part, any of the Simplicity Vacuums' Confidential Information; or (e) is required to be disclosed pursuant to applicable law. The Affiliate shall: (x) protect and safeguard the confidentiality of the Simplicity Vacuums' Confidential Information with at least the same degree of care as the Affiliate would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Simplicity Vacuums' Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except to the Affiliate's Representatives who need to know the Confidential Information to assist the Affiliate, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Affiliate shall be responsible for any breach of this Section 9 caused by any of its Representatives. At any time during or after the Term, at the Simplicity Vacuums' written request, the Affiliate and its Representatives shall promptly return or destroy and certify the destruction of all Confidential Information and copies thereof that it has received under this Agreement.

22. Disclaimer

Seller makes no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the Affiliate Program.

You represent and warranty to Simplicity Vacuums that: (a) you have sufficient capacity, power and authority to enter into and perform this Agreement; (b) if you are an entity, you have duly authorized the execution, delivery and performance of this Agreement; (c) this Agreement has been duly executed and delivered and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; (d) no consent, authorization, license, order or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by you; (e) the execution, delivery and performance of this Agreement does not violate or constitute a breach of any contract, agreement, license, permit, or organizational document to which you are a party or by which your assets are bound; (f) there is no pending litigation or other proceeding that would materially impact or affect your ability to perform your obligations under this Agreement; and (g) you have sufficient assets, rights and capabilities to enter into this Agreement and to perform your obligations hereunder.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE,

USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

23. Limitation of Liability

IN NO EVENT WILL EITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, LOSS OF USE, OR LOSS OF DATA, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Simplicity Vacuums will not be liable for indirect or accidental damages (loss of revenue, Commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Program and/or to Our Website(s).

We do not make any expressed or implied warranties with respect to the Program and/or the memberships or products sold by Simplicity Vacuums. We make no claim that the operation of the Program and/or Our Website(s) will be error-free and we will not be liable for any interruptions or errors.

IN NO EVENT WILL SIMPLICITY VACUUMS BE LIABLE TO ANY PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SIMPLCIITY VACUUMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SIMPLICITY VACUUMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO AFFILIATE PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

24. Assignment

You shall not assign any rights or delegate or subcontract any obligations under this Agreement without Seller's prior written consent. Seller may freely assign its rights and obligations under this Agreement at any time.

25. Entire Agreement

This Agreement, together with any other documents incorporated herein by reference, and any related Seller schedules or guidelines, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein.

26. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Governing Law, Jurisdiction, and Attorney Fees

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Missouri, without regard to its conflicts of laws principles. Any dispute arising under or related in any way to this Agreement shall be adjudicated exclusively in the state courts located in St. Louis, Missouri.

The parties hereby irrevocably submit to the exclusive jurisdiction of the Circuit Court of the County of St. Louis, Missouri or, if the federal court has subject matter jurisdiction, the United States District Court of the Eastern District of Missouri, Eastern Division in any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims and counterclaims in respect of such action or proceeding may be heard and determined in any such court. The parties irrevocably waive any objection, including without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which he, she or it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. The parties irrevocably consent to the service of any and all process in any such action or proceeding brought in any such court by the delivery of copies of such process to each such party, at his, her or its address specified for notices to be given hereunder or by certified mail directed to such address.

28. Miscellaneous

This Agreement, including the related policies, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The terms and conditions of this agreement may be modified by us at any time upon written notice to you. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate the Term. Your continuing participation in the Program will constitute your acceptance of any change. You may not amend this Agreement without our prior written consent.

No waiver by either party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.