

## VANITY PLANET AFFILIATE AGREEMENT

This is the Agreement that will govern your participation in an Engagement through the Rakuten Affiliate Network (B2C) with VanityPlanet.com.

## PUBLISHER AGREEMENT

This Publisher Agreement (this "Agreement") is made between you ("You") and VanityPlanet.com ("We" or "Us"). Neither Rakuten Affiliate Corporation nor any of its corporate affiliates are parties to this Agreement.

## BACKGROUND

Both parties desire to establish the general terms and conditions which shall govern advertising and commission arrangements between You and Us resulting from our participation in the Rakuten Affiliate Network (B2C).

## TERMS AND CONDITIONS

In consideration of the promises set forth below, each party agrees as follows:

### 1. Offers and Engagements.

1.1. From time to time, We may post on the Rakuten Affiliate Network(B2C) offers (each, an "Offer") to pay to other participants a specified commission in return for certain advertising services leading to a Qualifying Link (defined below).

1.2. If You accept one of our Offers, we will have entered into an "Engagement." Each Engagement shall have the same identification number as the original Offer that lead to the Engagement and shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the specific Engagement and the terms of this Agreement, the terms of the Engagement shall govern.

1.3. At any time prior to You displaying a Qualifying Link on one of Your websites, Advertiser may, with or without notice (a) change, suspend or discontinue any aspect of an Offer or an Engagement or (b) remove, alter, or modify any graphic or banner ad that we have submitted for an Offer or an Engagement. You agree to promptly implement any request from Us to remove, alter or modify any such graphic or banner ad.

## 2. Your Responsibilities.

2.1. You hereby agree to comply with all applicable laws.

2.2 You hereby agree that the position, prominence and nature of links on the Your site shall comply with any requirements specified in the Engagement, but otherwise will be in Your discretion.

2.2. You agree not to make any representations, warranties or other statements concerning Us, Our site, any of Our products or services, or Our site policies, except as expressly authorized by the Engagement.

2.3. You are responsible for notifying Us and Rakuten Affiliate Corporation of any malfunctioning of the URLs specified in the Engagement (the "Required URLs") or other problems with Your participation in the Engagement. We will respond

promptly to all concerns upon receipt of Your notification.

### 3. Commissions.

3.1. We agree to pay to You the commission specified in the Engagement if We sell to a visitor to Our site (a "Customer") a product or service that is the subject of the Engagement and if that Customer has accessed Our site and purchased the product or service via a Qualifying Link.

3.2. A "Qualifying Link" is a link from Your site to Our site using one of the Required URLs or any other URL provided by Us for use in the Rakuten Affiliate Network(B2C) if it is the last link to Our site that the Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with Our site via a link from Your site and terminating when the Customer either returns to Our site via a link from a site other than Your site or the Engagement expires or is terminated.

3.3. We shall have the sole right and responsibility for processing all orders made by Customers. You acknowledge that all agreements relating to sales to Customers shall be between Us and the Customer.

3.4. All determinations of Qualifying Links and whether a commission is payable will be made by Rakuten Affiliate Corporation and will be final and binding on both You and Us. Prices for the products will be set solely Us in Our discretion.

### 4. Ownership and Licenses.

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. We grant to You a revocable, non-exclusive, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology, as designated in the Engagement or during the registration process in the Rakuten Affiliate Network(B2C), on Your site solely for the purpose of creating links from Your site(s) to Our site(s) during Engagements. Except as expressly set forth in this Agreement or permitted by applicable law, You may not copy, distribute, modify, reverse engineer, or create derivative works from the same. You may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void.

4.3. You grant to Us a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by You solely for co-branding purposes or as a return link from Our site(s) to Your site(s). We will remove such graphic or banner ad upon Your request.

## 5. Termination.

5.1. Either party may terminate any Engagement at any time by deleting their acceptance of the Engagement through the Rakuten Affiliate Network(B2C).

### Termination

of an Engagement shall not terminate this Agreement or any other Engagement.

5.2. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five days prior written notice of such termination to the other party and the Rakuten Affiliate Network(B2C). Termination of this Agreement shall also terminate any outstanding Engagements. However, all rights to payment, causes of action and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

## 6. Representations.

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, antidiscrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

6.2. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 7. Cross-Indemnification.

7.1. Each party hereby agrees to indemnify, defend and hold harmless the other party and its publishers, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

## 8. Rakuten Affiliate Required Provisions.

8.1. Each party jointly and severally agrees to indemnify, defend, and hold harmless Rakuten Affiliate Corporation and its publishers, officers, directors, employees and agents (collectively, "Rakuten Affiliate") from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any Offer, Engagement, any other matter related to this Agreement or the subject matter hereof any dispute relating thereto.

8.2. The parties agree that Rakuten Affiliate may rely on any data, notice, instruction or request furnished to Rakuten Affiliate by either party which is reasonably believed by Rakuten Affiliate to be genuine and to have been sent or presented by a person reasonably believed by Rakuten Affiliate to be authorized to act on behalf of one of the parties. In the event of any dispute between the parties, the parties agree that to the extent the parties contact and involve Rakuten Affiliate, Rakuten Affiliate may consult with and use counsel of its own choice in connection with such dispute and the reasonable fees and disbursements of Rakuten Affiliate's counsel shall be within the costs and disbursements covered by the indemnity specified in Section 8.1 above.

8.3. The parties acknowledge and agree that this Agreement and the Engagements are only made possible due to Rakuten Affiliate and that the parties shall not, for the duration of this Agreement and for twenty-four (24) months thereafter, enter into any advertising, collaborations or other commercial arrangements with each other in connection with their sites on the World Wide Web except via the Rakuten Affiliate Network (B2C).

8.4. The parties acknowledge and agree that the nature of the Product is such that in its normal operation it may access and download elements of software data from resources which are external to the computer or device running the Product, such as Product enabled servers. The parties acknowledge that Rakuten Affiliate has not undertaken to provide such external resources or servers and specifically disclaims any representation or warranty as the availability, quality or performance of such resources or whether they may contain any defects which may affect the performance of the Product or either party's computer. Rakuten Affiliate shall not be responsible for provision of any communications facilities or the costs associated with such communications.

8.5. The parties agree that Rakuten Affiliate is an intended third party beneficiary of this Agreement.

## 9. Limitation of Liability.

9.1. In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

9.2. The parties agree that the Rakuten Affiliate Network(B2C) and Rakuten Affiliate

Corporation and its publishers, officers, directors, employees and agents shall not be liable to either party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

#### 10. General.

10.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

10.2. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the state of New York. Any action to enforce this Agreement shall be brought in the federal or state courts located in that state. If you need to send official correspondence, send it via registered mail to Our headquarters to the attention of Our legal department.

10.3. By accepting any Offer through the Rakuten Affiliate Network(B2C), You agree that you will be deemed to have executed, and will be bound by, this Agreement.

10.4. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Publishers cannot drive traffic to VanityPlanet.com through Paid Search.

Publishers are not allowed to bid on, Vanity Planet's branded/trademarked items, derivatives of your branded/trademarked terms, branded/trademarked terms of our

competitors.

Publishers are not allowed to link directly to VanityPlanet.com from a Paid Search ad.

Publishers are not allowed to use Vanity Planet's name in Display URL or in Title & Ad Copy.

Publishers are not allowed to promote Vanity Planet using any coupon codes that are available to the publish already.

We do not commission on the purchase of gift cards or e-gift cards

We do not commission when a customer redeems gift cards or e-gift cards