

# VIA ONEHOPE CEO PROGRAM TERMS & CONDITIONS

## **VIA ONEHOPE LLC EVENT CEO TERMS & CONDITIONS**

Thank you for your interest in becoming a Cause Entrepreneur VIA ONEHOPE (“CEO”). Please read our CEO terms and conditions carefully before you join or begin marketing our program. Each CEO is responsible for assuring that its employees, agents, and contractors comply with these terms and conditions. Thank you.

## **DEFINITIONS**

As used in these terms and conditions: (i) “We”, “us”, or “our” refers to VIA ONEHOPE and our website; (ii) “you” or “your” refers to the CEO; (iii) “our website” refers to the VIA ONEHOPE properties located at <http://www.viaONEHOPE.com>; (iv) “your website” refers to the CEO website licensed to you by us; (v) “Program” refers to the VIA ONEHOPE CEO Program.

## **JOINING THE PROGRAM**

Once we receive your application, please allow up 48 hours to review it. If accepted into the Program, you will be required to purchase an initial Program kit (the “Starter Kit”) and pay an annual \$99 website maintenance fee, also payable on an ongoing basis of \$9.99/month (the “Maintenance Fee”). The Starter Kit includes a half case of wine, Program marketing materials, and the setup of a personalized VIA ONEHOPE website (“Your Website”). In addition to the Starter Kit, we will provide you with a training manual providing you details on how the Program works, what your specific roles and duties are and how you earn your commissions (the “Training Manual”).

Please note that acceptance into the Program does not qualify you as a ONEHOPE salesperson or grant you any license to sell alcohol. Your Program participation allows you to be a marketing and brand ambassador of ours, assist Hosts at Events (as defined below), and maximize fundraising. Any commissions earned through the Program are paid relative to your success with your marketing efforts on and offline and not as sales commissions.

Please also note that alcohol shipping laws vary state by state and thus impact how a CEO will market through the Program. You can view and reference the various shipping laws at [viaONEHOPE.com](http://viaONEHOPE.com)

In order to be accepted into the Program and pursuant to applicable state and federal law, if applicable, you agree to be subject to a background check, which may include your credit history and criminal records report. If you would like a copy of a credit report we receive, please check the box below. Please know that we reserve the right to reject any application or to terminate your participation in the Program at any point and for any reason.

## **LEAVING THE PROGRAM**

You may withdraw from the Program at any time by providing written notice to us. If you leave the Program within 12 months of your acceptance into the Program and you paid the Maintenance Fee in full, we will refund your \$99. If you leave the Program within 12 months of your acceptance into the Program and paid the Maintenance Fee on a monthly basis, we will refund your monthly Maintenance Fee payments up to your withdrawal.

Once you have left the Program, you may no longer (i) hold yourself out as in any way affiliated with us; or (ii) sell or otherwise distribute any portion of any Starter Kit still in your possession.

## **REPURCHASE OF MATERIALS**

Within 12 months of the purchase of any Starter Kit(s), you may return all of the materials that are still sealed, undamaged, and fit for resale, such fitness to be determined by us in our sole discretion. You will be refunded 90% of the cost you paid for such materials.

## **CONDUCT**

As a CEO, your actions, both positive and negative, reflect on ONEHOPE and our community of Cause Entrepreneurs. For example, while your attendance at any Event (as defined below) is as an invited guest of the Host (as defined below), you are also a CEO and, as such, must help maintain the ONEHOPE brand and goodwill. For this reason, we must require you to conduct yourself in a professional, courteous, and respectful manner both on- and offline. In addition, here are some specific guidelines we expect you to follow:

1. You are not permitted to partake in the consumption of alcohol, including our wine, at any VIA ONEHOPE event (the "Event") other than to taste the wine solely for any cork taint,
2. You are not permitted to consume any illegal substances at any Event.
3. You may not accept tips or cash rewards for your participation in the Program or at an Event.

## **REPRESENTATIONS**

In order to participate in the Program, we need you to confirm that the following is true:

1. You are at least 21 years old.
2. You have not been convicted of a criminal offense, felony, or misdemeanor (exclusive of any conviction for which the record has been judicially ordered sealed, expunged, or statutorily eradicated and any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed).

## **CONFIDENTIAL INFORMATION**

As a CEO, you may come across confidential information both of ONEHOPE and its customers, including (but not limited to) customer lists, customer financial information, and payment information ("Confidential Information"). You will not at any time or in any manner, either directly or indirectly, use for your personal benefit, or divulge, disclose, or communicate in any manner any Confidential Information. You will protect such information and treat it as strictly confidential indefinitely. Additionally, you will not keep any copies of Confidential Information beyond what is reasonably necessary as part of the Program.

## **SERVICE TO OTHERS**

You agree that you may not, without prior and express written approval of VIA ONEHOPE, work for or otherwise provide services to a client, person, or company that provides services or products that directly or indirectly compete with those offered by VIA ONEHOPE. We reserve the right to remove you from the Program if we feel that you are harming or competing with VIA ONEHOPE or the Program in any way.

## **YOUR WEBSITE**

As part of the Program, you will be given a personalized VIA ONEHOPE website ("Your Website"). VIA ONEHOPE will provide a royalty-free, non-exclusive license to use Your Website and any of VIA ONEHOPE's intellectual property on Your Website so long as you remain in the Program (the "IP License"). The IP License also includes use of any of our trademarked terms as part of the domain or sub-domain of Your Website. The IP License does not allow you to use VIA ONEHOPE's or its affiliate or parent company's intellectual property other than on Your Website.

Additionally, Your Website will allow you to register a host (the “Host”) for an Event, enabling you to earn commissions for your marketing success at the Event. All Hosts and all Events must be registered through Your Website in order for you to earn any commissions. If a Host or Event has not been registered, then we reserve the right to withhold any commissions.

Finally, while Your Website will have links to purchase our goods, any and all sales of our products occur directly through our legally compliant sales mechanism. Participation in the Program does not make you our salesperson.

### **LINKS TO YOUR WEBSITE**

Your acceptance into the Program means you agree to and will abide by the following.

1. You will only use Your Website as the linking code for your participation in the Program.
2. You will not attempt to mask the referring URL information (*i.e.*, the page from where the click is originating).
3. 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.

If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%.

### **COUPON GUIDELINES**

If you are enrolled in our Program, we may from time to time provide you with coupon codes that you can promote. You must adhere to our Coupon Guidelines as follows:

1. You may ONLY advertise coupon codes that are provided to you through the Program.
2. Posting any information about how to work around the requirements of a coupon/promotion will result in removal from the Program.
3. Coupons must be promoted in their entirety with the full offer, valid expiration date, and code.
4. You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).
5. You may NOT advertise coupon codes obtained from our non-affiliate advertising, customer e-mails, paid search, or any other campaign.
6. You may NOT give the appearance that any ongoing offer requires clicking from your website in order to redeem.

### **SOCIAL MEDIA**

Promotion on Facebook, Twitter, and other social media platforms is permitted following these general guidelines:

1. You are allowed to market to your own lists. For example, on your Facebook, Twitter, *etc.* pages.
2. You are prohibited from posting Your Website links on any ONEHOPE mediated properties including: Facebook, Twitter, Instagram, *etc.*

### **MARKETING AND EMAIL CAMPAIGNS**

We do not allow our CEOs to create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. However, if you intend to promote our Program via e-mail campaigns, you agree to adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mail campaigns must be sent on your behalf and not on behalf of VIA ONEHOPE, either by direct or

indirect

implication.

3. E-mail campaigns must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

### **COMMUNICATION POLICY & ORDER REVERSAL**

VIA ONEHOPE's open communication policy has meant a low order reversal rate. However, we reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and Program violations as outlined in these terms and conditions.

Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner.

Specifically, you agree to:

1. Not be intentionally vague or lie;
2. Be responsive within a reasonable time period; and
3. Substantiate the source of your traffic to our Program with proof acceptable to us.

### **REQUIRED FTC DISCLOSURES**

You shall include a disclosure statement within any and all pages/posts where affiliate links for our affiliate program clearly and concisely stating that we are compensating you for your review or endorsement. If you received the product for free from us for review, this also must be clearly stated in your disclosure.

### **RELATIONSHIP OF PARTIES**

You are an independent contractor, and nothing in this Agreement creates an agency, franchise, partnership, sales representative, joint venture, or employment relationship. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that could reasonably be understood to contradict anything in this section.

### **INDEMNIFICATION**

You agree to hold us free and harmless from any and all third-party claims (including attorney's costs to defend against such claims) arising from your participation in the Program.

### **LIMITATION OF LIABILITY**

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, GOODWILL, USE OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, DOCUMENTATION, THE VIA ONEHOPE 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 WILL NOT EXCEED THE TOTAL AMOUNTS 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.

### **DISCLAIMERS**

THE PROGRAM, THE VIA ONEHOPE WEBSITE, ANY PRODUCTS OFFERED ON THE VIA ONEHOPE WEBSITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, VIAONEHOPE.COM DOMAIN NAME, OUR AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE VIA ONEHOPE AND ONEHOPE 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 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 WEBSITE 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, OR THE VIA ONEHOPE 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 OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

#### **TERM AND TERMINATION**

This Agreement shall continue in perpetuity unless terminated in accordance with this section. VIA ONEHOPE may terminate this Agreement at any time in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties, or obligations under this Agreement. You may terminate this Agreement at any time by sending a termination request to VIA ONEHOPE in writing. In the event termination is by VIA ONEHOPE, VIA ONEHOPE shall notify you of such termination.

#### **EFFECT OF TERMINATION**

Upon any termination of this Agreement:

- (a) Your Website shall be deactivated; and
- (b) you shall forfeit all rights, title, and interest in and to any and all payments not currently in the pay cycle and all tier payments/credits.

Termination of this Agreement shall not relieve you from any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically

terminated, such as an Upload Agreement or Download Agreement. The provisions of the following sections shall survive the termination of this Agreement: Confidential Information, Indemnification, Limitation of Liability, Disclaimers, Effect of Termination, and Miscellaneous.

#### **GOVERNING LAW**

This Agreement shall be construed and governed by the laws of the State of California, without regard to principles of conflicts of laws. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in the state courts of California for the County of Los Angeles or the US District Court for the Southern District of California, if such court has subject matter jurisdiction. Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or any 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 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.

#### **MISCELLANEOUS**

BY SUBMITTING YOUR APPLICATION YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED AGREEMENT, OR REVISED DOCUMENTATION (WHICH MAY BE REVISED FROM TIME TO TIME WITHOUT NOTICE TO YOU), YOU AGREE TO BE BOUND BY THIS AGREEMENT, 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 AGREEMENT, AND HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS AND THAT YOU WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT.