

ONEHOPE

CE PROGRAM

TERMS AND CONDITIONS

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SECTION 1

BECOMING A CE

PROGRAM OVERVIEW

Thank you for your interest in becoming a ONEHOPE Cause Entrepreneur (CE). Please read our CE terms and conditions carefully before you join or begin our marketing program. Each CE 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 ONEHOPE, Inc. and our website; (ii) "you" or "your" refers to the CE; (iii) "our website" refers to the ONEHOPE properties located at <http://www.onehopewine.com>; (iv) "your website" refers to the CE website licensed to you by us; (v) "Program" refers to the ONEHOPE CE Program.

JOINING THE PROGRAM

Upon joining the Program, you will be required to purchase an initial Program kit which contains supplies and information you will need to begin marketing (the "Basic Business Kit" for \$99, or "Starter Kit" for \$149, or "Starter Kit Plus" for \$199 and pay a website maintenance and license fee (the "Program Fee"). The Program Fee is payable as your choice of a \$99 annual payment or monthly payments of \$9.99.

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 for our vetted nonprofit organizations. 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 CE will market through the Program. You can view and reference the various shipping laws at onehopewine.com.

In order to be accepted into the Program and subject to applicable state and federal law, 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 email compliance@onehopewine.com your request and we will provide a copy. 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 or no reason. Please note that only 1 person per household may join the program as a ONEHOPE CE.

LEAVING THE PROGRAM

You may withdraw from the Program at any time by providing written notice to us. Upon leaving the program, we will either discontinue any monthly Program Fee payments or refund the balance of the annual Program Fee prorated by the remainder of the term, depending on the payment plan you have selected.

Once you have left the Program, you may no longer hold yourself out as in any way affiliated with us or sell / otherwise distribute any portion of any Starter Kit still in your possession. You can return any unopened or unused components of your Starter Kit and we will refund you the returned amount.

RETURNING PROGRAM 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.

CONFIDENTIAL INFORMATION

As a CE, you may come across confidential information of both ONEHOPE and its customers, including (but not limited to) customer lists, customer financial information, and payment information, methods, product know-how and show-how, all derivatives, improvements and enhancements to any of the above which you create or develop while a CE, and information of third parties to which ONEHOPE has an obligation of confidentiality ("Confidential Information"). You agree that the Confidential Information is the sole, exclusive and extremely valuable property of ONEHOPE. 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, even after you are no longer a CE. You will protect such information and treat it as strictly confidential indefinitely. Additionally, you will not keep any copies of Confidential Information, and will immediately destroy all customer payment information when the relevant transaction is completed. This section shall survive termination of this Agreement for any reason.

OWNERSHIP OF WORK PRODUCT

You agree that any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice as a CE (the "ONEHOPE Inventions") shall be the sole and exclusive property of the Company and hereby assign to the ONEHOPE all its right, title and interest in and to any and all such ideas, improvements, inventions and works of authorship. You further agree that ONEHOPE is and shall be vested with all rights, title and interests including patent, copyright, trade secret and trademark rights in all of your work product as a CE. This section shall survive termination of this Agreement for any reason.

REPRESENTATIONS

In order to participate in the Program, you must agree and affirm 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).

EXCLUSIVITY OF SERVICE TO ONEHOPE

You agree that you may not, without prior and express written approval of 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 ONEHOPE while you are a CE. We reserve the right to remove you from the Program if we feel that you are harming or competing with ONEHOPE or the Program in any way.

If you do provide services to others in a way permitted by this section, you may not:

1. Promote those services on Your Website or in any social media or other promotional activity in which you're also promoting our products and services.
2. Create the impression of an affiliation between ONEHOPE and any third party with which we are not affiliated.
3. Use your role as a CE to market or promote the products or services of any third party.
4. Recruit or attempt to recruit other Program participants into other programs or organizations.

CE GUIDELINES

CONDUCT AS A CE

As a CE, 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 CE 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 online 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 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, cash rewards, or other incentives from ONEHOPE consumers, including Hosts, for your participation in the Program or at an Event.

COMPENSATION, COMPLIANCE, PROMOTIONS, LEADERSHIP

TITLE PROMOTIONS AND LEADERSHIP

As you advance through the ONEHOPE compensation plan, you have the ability to earn increased commissions, bonuses and titles. Please note that career title and pay rank are mutually exclusive. At times, you may hold the same career title as your pay rank, however, there may be other times when your pay rank is not equal to your career title if you have not met the pay rank qualifications in a given month. (Please refer to the ONEHOPE Compensation Plan for more details.)

Upon earning the title of Director or higher, you have achieved what is considered a leadership role at ONEHOPE. As a leader in the CE Community, you shall conduct yourself with integrity and maintain ethical business practices that does not violate compliance regulations.

BONUS BUYING

Should it become apparent that you are making purchases from a team members storefront, creating fake customer accounts, bonus buying, or any other activity in order to achieve leadership pay ranks, disciplinary action may be taken, commission withheld and removal from the ONEHOPE program.

ONEHOPE compliance representatives review and validate all Executive Director and Senior Executive Director promotions. Should you achieve a leadership role and you are found to be in violation of compliance and/or ethics, disciplinary action may be taken and you may be removed from the ONEHOPE program.

Should it become evident that a CE is operating with unethical business practices to earn incentives, promotions, awards and recognition, ONEHOPE reserves the right to verify these activities and take disciplinary action including, but not limited to removal of title, pay rank, commissions, incentive points, bonuses, and incentive trips. Although back office reports may show your pay rank and career title at a certain level, all promotions and awards are subject to compliance review and any compliance violations will be subsequently reflected in reports based on the findings of the compliance audit.

ONEHOPE reserves the right to change, update and revise the terms & conditions and compliance guidelines at any time in its sole discretion and you agree to be subject to the terms & conditions in its most updated form.

COMMUNICATION POLICY & ORDER REVERSAL

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.

SECTION 2

WHAT YOU SHOULD KNOW AS A CE

WINE TASTING EVENTS

HOW A WINE TASTING EVENT WORKS

Wine Tasting Events are conducted in private locations where wine purchased is purchased directly from ONEHOPE Wine (winery) by a host and the CE provides an educational discussion around wines tasted (1 – 2 oz. tasting pours). Event Guests interested in obtaining wines may fill out an Order form. The form is then submitted by a ONEHOPE CE to the winery (ONEHOPE), which accepts the order and if no Compliance issues exist processes it for delivery. Email and phone numbers are used for order acceptance purposes and need to be correct. CEs are compensated based upon their marketing success because no one attending a Wine Tasting Event is obligated to purchase wine, and an interest to order by itself does not constitute a sale.

Below are important points for CEs to remember when conducting a Wine Tasting Event:

- Prior to the Wine Tasting Event, the CE should check inventory on all wines on our ONEHOPE stock list
- Prior to leaving, the CE should collect all Guest order forms ensuring that all forms are signed and completely and legibly filled out -----including e-mail address, valid telephone number, age verification and date of birth, giving the appropriate copies to the Event Guest and keeping the designated copy for themselves.
- At no time may a ONEHOPE CE accept cash, a check made out to the CE, Venmo, PayPal, square card readers not associated with ONEHOPE, or any third party payment vendor as payment for anyone's interest in ordering wine. Order intent forms are processed by ONEHOPE and payment for compliant orders will be processed by ONEHOPE.
- It is your responsibility to discuss this with your Host to ensure that all invited guests are 21 years or older. If in doubt, you should ask for ID before serving guests. You may not serve wine to anyone who is underage.
- The CE must leave all opened and unfinished wine bottles at the Wine Tasting Event for disposal. In no cases can any opened, unfinished bottle be transported.

<http://www.dsa.org/consumerprotection/code-of-ethics>

THE LOCATION AND BASIC EVENT RULES

Wine Tasting Events can be held, and deliveries made, only in states in which ONEHOPE holds appropriate licenses.

ONEHOPE events cannot be held in a location that has an existing spirit, wine or beer license, or that is open to the public and held where guests are not personally invited by an Event Host or Event Guest. ONEHOPE Tasting Events are private Events hosted by a person who is over the age of 21, who also invites guests who are over the age of 21.

Below are listed the criteria for an acceptable location for a ONEHOPE Tasting Event. Failure to comply with the standards may result in the termination of participation of the program.

1. The event is being held at a venue that does NOT have a liquor license, such as:
 - a. a private home, apartment or other residence that is leased or owned.
 - b. a community clubhouse that is available for private events.
 - c. a private office or meeting room affiliated with a private office or private business, ideally during non-business hours.
 - d. a private business such as a hair salon, nail salon, real estate office, etc. during non-business hours.
 - e. a private hall or private room.
2. It is imperative that the Guests not be charged an admission cost by either the CE or the Host for the event.
3. The venue is only available to the host and their invited guests at the time of the event and not open to the general public.
4. The serving of ONEHOPE wine is allowed as part of the venue rules (HOA, Landlord, etc).
5. Invitations to the event must be specific and individual. In other words, a social post, posted billboard or general invitation that encourages the general community/public to attend is not allowed.
6. The event CANNOT, UNDER ANY CIRCUMSTANCES, be open to the public.
7. If the location requires COI (Certificate of Insurance), business license, ABC permit or any additional permits the CE can not participate in the event or venue. ONEHOPE does not provide CEs with any of these additional requests for documentation/information from the home office.

WINE TASTING RAFFLE

PLEASE NOTE THAT YOU ARE NOT ALLOWED TO RAFFLE WINE OR TASTING AT AN EVENT. IT IS GENERALLY ILLEGAL TO GIVE AWAY ALCOHOL, WINE AND SPIRITS IN A RAFFLE OR ONLINE PROMOTION. TO AVOID ANY ISSUES WITH VIOLATING STATE LAWS, IT IS AGAINST ONEHOPE POLICY FOR CEs TO RAFFLE OR OFFER WINE AS A GIVEAWAY IN A PROMOTION.

Charity Events/Donating Products

If you choose to donate wine to an organization, it must be purchased and then distributed as an individual to the organization, as to not be misconstrued as coming from ONEHOPE. CEs should first confirm whether any state or local ordinances prohibit them from donating wine.

SHIPPING AND DELIVERY

Delivery Success

We work hard to ensure every customer delivery is successful, and to do that requires care during order entry. Please note that missing and incorrect information greatly reduces the chances of delivery success and ultimately the customer experience. We expect you will take all reasonable efforts to ensure correct, up-to-date, and complete information is provided to us. Only together can we ensure delivery success!

Taste & Quality Promise

We pride ourselves on the Taste and the Quality of our wines, and we strive to ensure you and your customers receive nothing less. We will replace any wine that you believe has been spoiled / corked. Likewise, if the taste / quality is below your expectations, we will send an alternate bottle of wine that we believe is better suited to your preferences.

Warehouses

ONEHOPE currently uses centralized warehouse facilities separate from our administrative offices. The warehouse is not set up to provide any services directly to CEs, consumers, or Event Hosts, and they should not be contacted for any reason. Call ONEHOPE Support Group with any warehouse/shipping issues.

Inventory is carefully managed; however, wine does run out and other items can sometimes sell out. The ONEHOPE ordering system does not accommodate back orders and does not allow out-of-stock items to be ordered. Desired items that cannot be ordered initially will have to be ordered separately later when available. A second shipping charge will apply.

Under certain circumstances, orders can reach the warehouse and inventory is not available to fulfill the order. ONEHOPE will be notified of this situation and generally will contact the customer to offer a substitute or a refund. If the issue is not resolved within 1-2 business days, the order will be shipped without the sold out item and a corresponding credit or refund issued to the customer.

Order Processing Time

Orders are processed within 1-3 business days of being received, depending on seasonal ordering volume. We always prioritize rushed orders, and we work hard to process orders the same day they are placed in our system. Please note that orders received after 1pm will be processed the following day.

Shipment Time-in-Transit

Once an order has been processed by our team, it will be picked-up for delivery by one of our Shippers. Depending on your delivery location relative to our fulfillment center, a shipment can take up to 3 days to deliver. During the holidays it is common for our Shippers to extend the estimated time-in-transit by an additional day.

To manage tracking details during shipment you will receive a tracking number via email once your order has been processed and is ready for Shipper pick-up.

Extreme Weather Shipment Holds

During periods of extreme weather, we attempt to ship wines at the beginning of each week in order to get shipments to you before the weekend. This is to prevent your wines from becoming damaged due to extreme temperature during transportation. While we always attempt to ship packages within 1-2 business days from receipt of an order, we may have to hold packages during extreme heat or cold until the beginning of the next week or when conditions have improved.

21+ Signature Required

You must be 21 years of age to order or receive wine from ONEHOPE Wine. Any shipments containing alcohol are sent with an "Adult Signature Required" sticker, and the delivery person is required to ask and review identification upon delivery. This means that you will have to be present at the time of delivery. We recommend shipping to a business address, if no one over 21 will be present to receive & sign for the package. We also recommend you check tracking details to ensure you are present for delivery, and, register for any enhanced notification programs offered by the Shipper.

Delivery Intercept Requests

After a shipment has left our fulfillment center we will be charged a one-time Delivery Intercept fee by the Shipper to change the Recipient's shipment address and/or delivery date. Additionally, there is a similar charge made by the Shipper to reroute a package to a pick-up center. Please note we may request payment of this fee by the Recipient to offset these costs.

Damages & Missing Items

We are committed to 110% customer satisfaction, and will do everything we can to make it right if there are any problems with your order. Our Customer Support department handles all Returns processing, and can be reached by phone, email, web-chat, and social.

If a shipment arrives and items are missing or damaged, in the spirit of avoiding recurrence, we will request photographs of the product you / your customer received and review the images against our warehouse footage and shipping manifest records. The following are potential outcomes associated with damaged returns.

- A. In the event the error was made by ONEHOPE, we will send replacements out immediately.
- B. In the event the issue occurred during shipment, we will file a claim with the Shipper and then we will send product replacements. Occasionally the Shipper will need to reach out to the Receiver to confirm details and pick up the damaged items.
- C. In the event damage cannot be found within our Fulfillment centers or while in custody of the Shipper, we reserve the right to not send replacements.

Non-Delivered Returns

If a shipment is deemed un-deliverable by a Shipper (incorrect address / missing information / no one present for signature / three failed delivery attempts) and returned to one of our Fulfillment centers, we will hold the order in inventory and upon Recipient request we will we would be glad to reship the order. However, to offset the increased transportations costs, we may request a Reshipment Fee from the Recipient prior to reshipment. Alternatively if requested by the Recipient we would be glad to refund the value of the order net of shipping (Product Cost + Taxes).

Title and Product Ownership during Delivery

Title to, and ownership of, all wine passes from ONEHOPE Wine to the purchaser in the State of California and the purchaser takes all responsibility for the shipping it from California to his/her home state. By arranging for transportation of the wine, ONEHOPE Wine is providing a service to, and acting on behalf of the purchaser. By utilizing this service from ONEHOPE Wine, the purchaser is representing that he/she is acting in a fashion compliant with his/her local and state laws regarding the purchase, transportation and delivery of wine. The purchaser represents that he/she has obtained any required permission, paid any required fees, is working through properly licensed intermediaries where required, is legally entitled to take possession of wine and is legally entitled to take quantities ordered and once again authorizes that he/she is 21 years of age.

Legal Shipping States

We can ship all non-alcoholic products to the 48 continental states.

We can ship wine to the following states:

AK, AZ, CA, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, MA, MD, ME, MI, MN, MO, NC, ND, NE, NH, NM, NY, NV, OH, OR, PA, SC, TN, TX, VA, VT, WA, WV, WI, WY

We can not ship wine to the following states due to state laws:

AL, AR, DE, KY, MS, MT, NJ, OK, RI, SD, UT

SOFTWARE & MARKETING

YOUR WEBSITE

As part of the Program, you will be given a personalized ONEHOPE website (“Your Website”). ONEHOPE will provide a royalty-free, non-exclusive license to use Your Website and any of ONEHOPE’s trademarks and marketing copy that we provide to You 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 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 which 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 CEs 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 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.

SECTION 3: LEGAL DETAILS

CONTRACTUAL

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.

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.

INDEMNIFICATION

You agree to hold us free and harmless from any and all claims (including attorney's costs to defend against such claims), actions, liabilities, losses, or damages arising from your participation in the Program, including but not limited to those arising from the following:

- Your consumption of any alcohol less than 2 hours before leaving an event;
- Your consumption or being under the influence of any illegal substance while performing your duties as a CE;
- Alcohol being served to anyone under the age of 21;
- Alcohol being served to anyone who appears to be intoxicated over the legal limit;
- Lost or damaged items at events;
- Personal injury caused before, at, or after events; and
- Injury to any attendees before, at, or after events.

You agree to, at your own expense, defend, protect, and hold us harmless against any such claim; we will provide you with timely written notice of any such claim. You also agree that, if you fail to adequately defend us against any such claim, we will defend ourselves and you will be liable to us for all fees, costs, expenses, and payments made or agreed to be made to discharge the claim. You agree further that, if you fail to pay us any amount to which we are entitled under this section, you will be liable to us also for any and all reasonable attorneys' fees and court costs we incur in order to enforce the terms of this section.

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 viaONEHOPE 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 ONEHOPE WEBSITE, ANY PRODUCTS OFFERED ON THE ONEHOPE WEBSITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, ONEHOPEWINE.COM DOMAIN NAME, OUR AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE 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 [viaONEHOPE](#) 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. 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 ONEHOPE in writing. In the event termination is by ONEHOPE, ONEHOPE shall notify you of such termination.

EFFECT OF TERMINATION

Upon any termination of this Agreement:

1. Your Website shall be deactivated; and
2. 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. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect. 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. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

Updated as of August 2018