

Affiliate Program Operating Agreement

Updated: August 2022

This Affiliate Program Operating Agreement ("Operating Agreement") contains the terms and conditions that govern your participation in the Affiliate Program (the "Program"). "We," "us," or "our" means Driven By... Co. and Partner Website.

"You" or "your" means the applicant. A "site" means a website. "Partner Site" means the e-commerce/retail partner using the Podia Platform. "Your site" means any site(s), any software application(s) and any Mobile Application (as defined hereinafter) that you link to the partner site. "Advertising Fees" means commissions earned for a successful and verified sale of product on the Partner Site by a customer using your referral code.

BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE PARTNER WEBSITE, YOU (A) AGREE TO BE BOUND BY THIS OPERATING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OPERATING AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT. IN ADDITION, IF THIS OPERATING AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS OPERATING AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS OPERATING AGREEMENT.

1. Description of the Program

The purpose of the Program is to permit you to advertise Products on your site and to earn advertising fees OR commissions for Qualifying Purchases (defined later) made by your end users.

A "Product" is any item sold on the Partner Website, other than any products that are explicitly defined as excluded products (collectively, "Excluded Products"). In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, links, and other linking tools, and other information in connection with the Program ("Content"). Content specifically excludes any data, images, text, or other information or content relating to products offered on any site other than the Partner Site.

2. Usage Rights

Driven By... Co. reserves the right to repost and use ambassador content at any time on any media platform.

3. Enrollment

To begin the enrollment process, you must submit a complete and accurate Program application. You must identify your site in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application in our sole discretion including if we determine that your site is unsuitable. Unsuitable sites include those that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain defamatory materials;

(d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;

(e) promote or undertake illegal activities;

(f) otherwise violate intellectual property rights.

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later determine that your site is unsuitable, we may terminate this Operating Agreement at any time in our sole discretion.

You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Operating Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

4. Links on Your Site

After you have been notified that you have been accepted into the Program, you may display Special Links on your site. "Special Links" are links to the Partner Site that you place on your site in accordance with this Operating Agreement, that properly utilize the discount code formats we provide.

You may earn advertising fees only as described in Section 7 and only with respect to activity on the Partner Site occurring directly through Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to the Partner Site as Special Links, including to the extent that such failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Operating Agreement.

5. Program Requirements

By participating in the Program, you agree that you will comply with the Affiliate Program Participation Requirements and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Operating Agreement.

You will provide us with any information that we request to verify your compliance with this Operating Agreement or any Operational Documentation. If we determine that you have not complied with any requirement or restriction described on the Associates Program Participation Requirements page or any other Operational Documentation or that you have otherwise violated this Operating Agreement, we may (in addition to any other rights or remedies available to us): (a) withhold any advertising fees payable to you under this Operating Agreement;; (b) close any other accounts you may have or may open in the future, without payment of any advertising fees; (c) terminate this Operating Agreement, ; or (d) undertake all of the above actions.. In addition, you hereby consent to us:

- sending you emails relating to the Program from time to time;
- monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Special Links (e.g., that a particular customer clicked through a Special Link from your site before buying a Product on the Partner Site); and
- monitoring, crawling, and otherwise investigating your site to verify compliance with this Operating Agreement.

6. Responsibility for Your Site

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment;
- displaying Special Links and Content on your site in compliance with this Operating Agreement and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Special Links);
- using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);
- using the Content, your site, and the materials on or within your site in a manner that is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous or otherwise in any manner whatsoever;
- disclosing on your site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and

We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Operating Agreement or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

7. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the Partner Site. We reserve the right to reject orders that do not comply with any requirements on the Partner Site, as they may be updated from time to time. We will track Qualifying Purchases for reporting and advertising fee accrual purposes and will make available to you reports summarizing those Qualifying Purchases.

Qualifying Purchases

- Registration Sales of Course: "What Are You Driven By"
- Registration Sales of Course: "Business Planning"
- Sales of Digital Download: "Self-Awareness Toolkit"

8. Advertising Fees

We will pay you advertising fees on Qualifying Purchases in accordance with:

Product	Commission in CAD
Registration Sales of Course: "What Are You Driven By"	30%
Registration Sales of Course: "Business Planning"	30%
Sales of Digital Download: "Self-Awareness Toolkit"	\$2.00 CAD

In the event any excess payment has been made to you for any reason whatsoever, we reserve the right to adjust or offset the same against any subsequent advertising fees payable to you under this Operating Agreement.

A "Qualifying Purchase" occurs when (a) a customer clicks through a Special Link on your site to the Partner Site and the Product is paid for by the customer using your unique discount code.

Qualifying Purchases exclude, and we will not pay advertising fees on any of, the following:

- any Product purchase that is not correctly tracked or reported because the links from your site to the Partner Site are not properly formatted;
- any Product purchased through a Special Link by you or on your behalf, including Products you purchase through Special Links for yourself, friends, or relatives, (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity);
- any Product purchased after termination of this Operating Agreement;
- any Product order where a cancellation, return, or refund has been initiated; and
- any Product purchased by a customer who is referred to the Partner Site through any of the following:
 - a Prohibited Paid Search Placement; or
 - any Qualifying Purchase wherein you have offered any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using Special Links (e.g., by implementing any "rewards" or loyalty program that incentivizes persons or entities to visit the Partner Site via your Special Links).

9. Advertising Fee Payment

We will pay you advertising fees on a monthly basis for Qualifying Purchases shipped, streamed, or downloaded (as applicable) in a given month, subject to any applicable withholding or deduction described below. We will pay you approximately 60 days following the end of each calendar month, but we may accrue and withhold advertising fees until the total amount due to you is at least \$50 CAD.

We will confirm the amount owed to you and request an invoice issued to Driven By... Co before payment is made.

The advertising fee payable to you is inclusive of all taxes including applicable service tax or goods and services tax or other tax or levy that you may be required to remit in connection with such services for which you will raise a valid invoice under applicable law(s) and regulations.

You undertake to comply with any of the applicable provisions of such law including but not limited to:

- timely issuance of tax compliant invoices;
- making the invoices available to Driven By... Co;
- depositing applicable taxes on a periodic basis; and
- correctly reporting them to the government under tax laws.

If at any time credit of taxes is denied or payment of taxes is sought from Partner Site or Driven By...Co. due to, but not limited to, issuance of a deficient invoice, default in payment of taxes, inappropriate reporting in the returns filed or non-compliance of applicable laws and regulations by you, you shall indemnify Partner Site and Driven By... Co against any denied credits or taxes recovered as well as any interest and penalties imposed on Partner Site and Driven By... Co.

If required by applicable Canadian tax law, we may deduct or withhold taxes, levies or any similar amounts from the advertising fees payable to you.

10. Policies and Pricing

Customers who buy products through this Program are customers of the Partner Site with respect to all activities they undertake in connection with the Partner Site. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the Partner Site will apply to those customers, and the same may be changed at any time.

11. Identifying Yourself as an Associate

You will not issue any press release or make any other public communication with respect to this Operating Agreement, your use of the Content, or your participation in the Program. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Operating Agreement.

12. Limited License

1. Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the Partner Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content solely on your site.
2. All licenses set forth in this Section will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or any Operational Documentation, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content with respect to which the license set forth in this Section is terminated or as we may otherwise request from time to time.

13. Reservation of Rights; Submissions

If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Operating Agreement, any Content, or your participation in the Program, or if you modify any Content in any way, (collectively, "Your Submission"), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

14. Compliance with Laws

In connection with your participation in the Program you will comply with all applicable laws of Canada including but not limited to ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.

15. Term and Termination

The term of this Operating Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Operating Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Operating Agreement, any and all licenses you have with respect to Content will automatically terminate and you will

immediately stop using the Content and promptly remove from your site and delete or otherwise destroy all links to the Partner Site, all other Content, and any other materials provided or made available by or on behalf of us to you under this Operating Agreement or otherwise in connection with the Program. We may withhold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Operating Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. No termination of this Operating Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Operating Agreement prior to termination.

16. Modification

We may modify any of the terms and conditions contained in this Operating Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the Partner Site or by sending notice of such modification to you by email to the email address then-currently associated with your Associates account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the Associates Program Advertising Fee Schedule, Associates Program Participation Requirements, payment procedures, and other Program requirements. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS OPERATING AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION (E.G., THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE PARTNER SITE OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

17. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Operating Agreement, you will be deemed to have taken the action yourself.

18. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE PARTNER SITE, OR THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, THE PARTNER SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS OPERATING AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

19. Disclaimers

THE PROGRAM, THE PARTNER SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE PARTNER SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, PODIA.COM DOMAIN NAME AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE PODIA 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 IN OUR SOLE DISCRETION. 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 SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, THE PODIA SITE, OR THE AFFILIATE-PROGRAM SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS OPERATING 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 OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

20. Governing law and Disputes

This Operating Agreement will be governed by the laws of Canada, without regard to the principle of conflict of laws. The courts at [Toronto] shall have the exclusive jurisdiction over any dispute relating or arising in any way from the matter under the Program or this Operating Agreement.

Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in 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 in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

21. Miscellaneous

You acknowledge and agree that we and our affiliates may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Operating Agreement or operate sites that are similar to or compete with your site. You may not assign this Operating Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Operating Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

Any information relating to us or our affiliates provided by us in connection with the Operating Agreement that is not known to the general public is considered ("Confidential Information"). You agree that: (a) all Confidential Information will remain Driven By... Co's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your performance under the Operating Agreement and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party (other than your affiliates).

MOBILE APPLICATION POLICY

These Mobile Guidelines ("Mobile Guidelines") apply to your inclusion of Special Links in your Approved Mobile Application. "We," "us," or "our" means Driven By... Co., its Partner Sites or any of its affiliates, as the case may be. "You" means the user agent for the associate account associated with the Approved Mobile Application. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement. Strict compliance with these Mobile Guidelines is required at all times, and any violation of these Mobile Guidelines will automatically terminate the Operating Agreement.

Your Mobile Application:

1. must be free to download and all Referral links must be accessible without paying for access;
2. must have original content;
3. must not emulate our Partner Site own shopping app functionality (if any);
4. must not host or render Partner site's web pages in WebViews.

We may modify this Mobile Application Policy at any time and in our sole discretion by posting a change notice or revised or a revised Mobile Application Policy in this Operating Agreement. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM. YOUR CONTINUED INCLUSION OF SPECIAL LINKS IN YOUR APPROVED MOBILE APPLICATION FOLLOWING OUR POSTING OF A CHANGE NOTICE OR A REVISED MOBILE APPLICATION POLICY ON THE PARTNER SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

We reserve the right, exercisable in its sole discretion, to take appropriate action against any use without permission or any use that does not conform to this Mobile Application Policy.