# BE IN LOVE SERVICES, GODDESS ARMY AND HEATHER-ALLISON.COM AFFILIATE AGREEMENT

This Affiliate Operating Agreement ("Operating Agreement") contains the terms and conditions that govern your participation in the Heather Allison's Goddess Army ("GA") Affiliate Program (the "Program"). "We," "us," or "our" means Heather Allison, <u>Heather-Allison.com</u>, Be In Love Services, Goddess Army Program or any of its affiliate companies. "You" or "your" means the applicant. A "site" means a website. "GA Site" means the goddess-army.com site or any other U.S. site that is owned or operated by or on behalf of us, or our affiliates. "Your site" means any site(s), email list(s) or software application(s) that you own or operate and link to the GA Site. Note that software applications are prohibited from participating in the Program unless expressly approved.

BY PARTICIPATING IN THE PROGRAM, 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 social media and to earn advertising fees for Qualifying Purchases (defined in Section 7) made by your end users. A "Product" is any item listed here: Goddess Army: Online Course, Golden Goddess: Quantum Leap Mastermind, or Goddesspreneur. In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, widgets, 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 GA Site.

### 2. Eligibility

We may terminate your affiliation at any time 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 libelous or 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) are directed toward children under 13 years of age, as defined by the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506) and any regulations promulgated thereunder; (g) include any trademark of GA or its affiliates, or a variant or misspelling of a trademark of GA or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site; or (h) otherwise violate intellectual property rights.

You will ensure that the information in your Program participation 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

In addition, if at any time following your enrollment in the Program you become a resident of Arkansas, Colorado, Maine, Missouri, Rhode Island, or Vermont, you will become ineligible to participate in the Program, and this Operating Agreement will automatically terminate, on the date you establish residency in that state. If you are a Non-US person participating in the Program, you agree that you will perform all services under the Operating Agreement outside the United States.

# 3. 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 GA Site that you place on your site in accordance with this Operating Agreement, that properly utilize the special "tagged" link formats we provide. If we inform you that your site does not qualify to use certain types of links, you must cease displaying those types of links on your site. You are solely responsible for the content, style, and placement of each link that you place on your site and for ensuring the appropriate formatting necessary for us to properly track referrals of customers from your site. In addition, you must not use a link shortening service in a manner that makes it unclear that you are linking to a GA Site. You must not make inaccurate, overbroad, deceptive or otherwise misleading claims about any Product, the GA Site, or any of our policies, promotions or prices.

Special Links permit accurate tracking, reporting, and accrual of advertising fees. You may earn advertising fees only as described in Section 7 and only with respect to activity on the GA 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 GA 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.

## 4. Program Requirements

By participating in the Program, you agree that you will comply with the following participation requirements:

- (1) Two referrals into Goddess Army: Online Course per Quarter to remain in good standing with the Affiliate Program,
- (2) One referral into Golden Goddess: the Quantum Leap Mastermind, Goddesspreneur, or other journey offered at \$1200 or higher tuition at least once per year.

You agree that any and all benefits of Program participation may be withheld and/or charged for at current Coach rates until and unless Your Program Requirements are fulfilled and in current standing.

You further agree that you will comply with this Operating Agreement, including the following: (a) you will ensure that your site is not unsuitable, (b) you will not display or otherwise use our or our affiliates' trademarks or logos except solely as expressly permitted under and in accordance with the Operating Agreement, (c) you will not remove, obscure, or alter, or make invisible, illegible, or indecipherable to visitors of your site, any "Privacy Information" link that we include in a Special Link, (d) you will use Content solely to send end users and sales to the GA Site and will not link any Content to, or in conjunction with any Content direct traffic to, any page of a site other than the GA Site, (e) you will not engage in any promotional, marketing, or other advertising activities on behalf of us or our affiliates, or in connection with the GA Site or the Program, that are not expressly permitted under the Operating Agreement, (f) you will promptly remove from your site and delete or otherwise destroy any Content that is no longer displayed on the GA Site or that we notify you is no longer available for your use, (g) you will not use any Content, including any name or likeness embodied in that Content, in a manner that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party, or cause (including by placing unrelated third party materials in close proximity to Content), (q) you will not seek to purchase or register or repurpose any GA proprietary term or teachings for use in any search engine; purchase, register, or otherwise use any proprietary term or teachings as or in a domain or subdomain name, or in your own work, (h) you will not request, collect, obtain, store, cache, or otherwise use any account information used by our customers in connection with any GA Site, (i) you will not make any orders or engage in other transactions of any kind on the GA Site on behalf of any other person or entity, or authorize, assist, or encourage any other person or entity to do so, (j) you will not take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, browse, or order) are occurring, (k) you will not include on your site, display, or otherwise use Special Links or Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device. (I) you will not attempt to intercept or redirect (including via software installed on users' computers) traffic from or on, or divert advertising fees from, any site that participates in the Program, (m) you will not purchase any Product(s) through Special Links for use by you or for resale or commercial use of any kind, (n) you will not knowingly collect, use, or disclose personal information from children under 13 years of age, (o) you will not offer a cash incentive or discounts as a means of promotion, (p) you will not send unsolicited email or spam in connection with this Program, (q) you will not post or display your Special Link on sites not owned or controlled by you.

You will provide us with any information that we request to verify your compliance with this Operating Agreement. In addition to any other rights or remedies available to us, we may terminate this Operating Agreement, withhold (and you agree you are not eligible for) any advertising fees payable to you under this Operating Agreement, or both, if we determine that you or other persons that we determine are affiliated with you or acting in concert with you (whether in respect to any existing or previously terminated Associates account) have not complied with any requirement or restriction described in this Agreement. In addition, you hereby consent to us sending you emails

relating to the Program from time to time.

# 5. 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; displaying Special Links and Content; creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site; 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); 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. 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 or arising out of this Agreement.

# 6. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the GA Site. We reserve the right to reject orders that do not comply with any requirements on the GA Site, as they may be updated from time to time. We will track Qualifying Purchases (defined in Section 7) for reporting and advertising fee accrual purposes.

# 7. Advertising Fees

We will pay you advertising fees on Qualifying Purchases in accordance with Section 8. Subject to the exclusions set forth below, a "Qualifying Purchase" occurs when a customer clicks through a Special Link on your site to the GA Site and purchases a Product within 30 days following the customers' initial click-through. Qualifying Purchases exclude, and we will not pay advertising fees on any of, the following: (a) any Product that, after expiration of the applicable Session, is purchased by Customer, even if the customer previously followed a Special Link from your site to the GA Site; (b) any Product purchase that is not correctly tracked or reported because the links from your site to the GA Site are not properly formatted; (c) any Product purchased through a Special Link by you or on your behalf; (d) any Product purchased through a Special Link that violates the terms of this Agreement; (e) any Product purchased for resale or commercial use of any kind; (f) any Product purchased after termination of this Operating Agreement; (g) any Product order that is canceled or returned: and (h) any Product purchased by a customer who is referred to the GA Site through any of the following: a Prohibited Paid Search Placement; or a link to the GA Site, including a Redirecting Link, that is generated or displayed on a Search Engine in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), whether those links appear through your submission of data to that

site or otherwise; (i) any customer using a coupon code previously supplied by Us. "Prohibited Paid Search Placement" means an advertisement that you purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. "Proprietary Term" means keywords, search terms, or other identifiers that include the word "Heather Allison," "Golden Goddess," "Goddesspreneur," "Goddess Army" or any other trademark of GA or its affiliates or variations or misspellings of any of those words. "Redirecting Link" means a link that sends users indirectly to the GA Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage. "Search Engine" means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

# 8. Advertising Fee Payment

We will pay you advertising fees equal to 20% of the price actually paid by customers on Qualifying Purchases. Advertising fees paid on products that are later returned, are the result of credit card fraud, or part of a payment plan that is subsequently cancelled, but which have already been sent to you will be deducted from future payments. We will initiate payment to you on a Quarterly basis following the commencement of this Agreement. You must provide a PayPal address and completed w-9 before you can receive advertising fees. We may withhold your advertising fees until you provide sufficient tax information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information. While we will make every reasonable effort to accurately track and pay advertising fees, the final amounts paid by us to you are done so at our sole discretion.

# 9. Policies and Pricing

Customers who buy products through this Program are our customers with respect to all activities they undertake in connection with the GA 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 GA Site will apply to those customers, and we may change them at any time.

# 10. Identifying Yourself as an Affiliate

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. You must, however, clearly state the following on your site: "[Insert your name] is a participant in the Heather Allison Goddess Army Affiliate Program, an affiliate advertising program designed to provide a means for sites to earn advertising fees by advertising and linking to Heather-Allison.com]."

## 11. Limited License

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the GA Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, nonsublicensable, 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 (those trademarks and logos, collectively, "GA Marks") solely on your site and in accordance with this Agreement. The license set forth in this Section 11 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section 11 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 and GA Marks with respect to which the license set forth in this Section 11 is terminated or as we may otherwise request from time to time.

## 12. Reservation of Rights; Submissions

Other than the limited licenses expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Operating Agreement or otherwise, acquire any ownership interest or rights in or to, the Program, Special Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates' trademarks and logos (including the GA Marks), and any other intellectual property and technology that we provide or use in connection with the Program (including any application program interfaces, software development kits, libraries, sample code, and related materials).

## 13. Compliance with Laws

In connection with your participation in the Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003).

#### 14. 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. This Operating Agreement may be terminated by us for your non-compliance or non-completion of the required activities laid out in Section 4. 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 GA Marks and promptly remove from your site and delete or otherwise destroy all links to the GA Site, all GA Marks, 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 cancelations 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.

#### 15. 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 GA site or by sending notice of such modification to you by email to the email address then-currently associated with your Affiliate 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). 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 GA SITE OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

## 16. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement 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.

# 17. 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 GA 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 OPERATING AGREEMENT, THE PROGRAM, THE GA 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.

# 18. Disclaimers

THE PROGRAM, THE GA SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE GA SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, OUR AND OUR AFFILIATES' TRADEMARKS AND LOGOS 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 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 OR THE GA 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.

#### 19. Disputes

Any dispute relating in any way to the Program or this Operating Agreement will be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Operating Agreement and any dispute of any sort that might arise between you and us. The arbitration will be conducted in WashingtonState by the American Arbitration Association ("AAA") under its rules. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You will be responsible for any attorney fees and collection costs incurred by us in protecting our rights under this Agreement.

Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in any state, federal, or national 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.

(1) 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. (2) Our failure to enforce your strict performance of any provision of this Operating Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Operating Agreement. (3). You agree to keep the details of this Agreement as well as any confidential information that is disclosed or otherwise obtained as a result of your participate in this Program in strict confidence and not to disclose any of the information to third parties unless compelled to do so by law. (4) If one or more provisions of this Agreement are held to be unenforceable under applicable law, then the balance of the Agreement shall be interpreted as if such provision were so excluded and the balance of the Agreement shall be enforceable in accordance with its terms.