

## Terms of Service

*Last updated: 3/18/24*

Levanta Inc. and its affiliated entities (“**Levanta**”) provides an online partner marketing platform to facilitate more efficient and productive relationships between Sellers and Creators on Amazon (the “**Platform**”). Before accessing and using the Platform, please read this entire agreement carefully. This is a binding Agreement between Levanta and both You and the entity You represent (collectively “**You**”). These Terms of Service (the “**Agreement**”) govern Your access and use of the Platform and any other products or services provided by Levanta through the Platform. If You access or use the Platform in any way, You represent and agree that You: (i) have read and understand this Agreement; (ii) have the authority to bind Yourself and any entity You represent; and (iii) agree to the terms of this Agreement. If You do not agree to the terms of this Agreement, You may not access or use the Platform for any purpose.

This Agreement contains sections entitled “Disclaimer of Warranties” and “Limitations of Liability.” Please read them carefully, as they limit Levanta’s liability.

The Platform allows Sellers and Creators to partner directly. “**Sellers**” are individuals and/or businesses seeking to partner directly with Creators for Creators to promote Sellers’ Amazon listings, and “**Creators**” are individuals and/or businesses seeking to partner directly with Sellers to promote Sellers’ Amazon listings. Sellers and Creators (and their authorized representatives) are hereinafter referred to as “**Users**.”

### **1. Changes to this Agreement and the Platform**

Levanta reserves the right to make modifications to this Agreement at any time and for any reason. Please check this Agreement periodically to ensure you are aware of any modifications made by Levanta. Your continued use of the Platform after any change to these terms constitutes Your agreement to those new or changed terms. Levanta may, at any time and in its sole discretion, without prior notice, and without any liability to any User, modify or discontinue any portion of the Platform, either temporarily or permanently.

### **2. Account Registration; Payment Methods**

To access the Platform, each User must create an account with a unique username and password for use as login credentials (each, a “**User ID**”). You must keep Your User ID confidential and secure. Do not disclose or share Your User ID. You are responsible for all acts, omissions and content carried out under Your User ID, and Levanta will consider all acts, omissions and content on the Platform under Your User ID as authorized by You. If You have any reason to believe that Your User ID has been compromised, please contact Levanta immediately.

In order to use the Platform, each Seller must provide and maintain on file account information for at least one valid Payment Method. “**Payment Method**” means a valid

credit card issued by a bank acceptable to Levanta, a bank account linked to Seller's account, a PayPal account, a debit card, or such other method of payment as Levanta may accept from time to time in its sole discretion. You hereby authorize Levanta, as applicable, to run credit card authorizations on all credit cards provided by You, to store credit card and banking or other financial details as Your Payment Method, and to charge your Payment Method for amounts owed as set forth in this Agreement.

By providing Payment Method information, You, as Seller, represent that: (i) You are legally authorized to provide such information; (ii) You are legally authorized to make payments using the Payment Method(s); and (iii) such actions do not violate the terms and conditions applicable to Your use of such Payment Method(s) or applicable law.

### **3. Platform Services**

#### **A. Affiliate Programs**

Subject to this Agreement, Levanta provides the Platform and related services including hosting and maintaining the website, simplifying relationships between Users, facilitating payments between Users, displaying and normalizing attribution data from the Amazon Attribution API, and streamlining tax reporting. The Platform may display information about affiliate programs offered by Sellers which may include a description of the affiliate program, payment terms, commission schedules, and other terms and conditions. Creators who wish to participate in an affiliate program will communicate directly with the Seller offering the program through the Platform and may be required by Seller to enter into a separate agreement for such affiliate program (each, an "*Affiliate Program Agreement*"). Levanta is not a party to any Affiliate Program Agreement and shall have no liability, responsibility, or obligation relating to any such agreement.

By using the Platform, You acknowledge and agree that Users, and not Levanta, are solely responsible for (i) evaluating and determining the suitability of any project or User; (ii) assessing whether to enter into a contract with another User and for verifying any information about another User; (iii) deciding whether to enter into a contract with another User as well as the contract terms; and (iv) negotiating, agreeing to, and executing any terms or conditions of the contracts and for performing and monitoring performance under them. All contracts between Users are directly between the Users, and Levanta is not a party to such contracts.

Levanta may, in its discretion, make available one or more form template agreements which Users may, but are not obligated to, use to enter into Affiliate Program Agreements with other Users. For the avoidance of doubt, the use of any such optional form template agreements is entirely optional and solely within the discretion of the Users. For the further avoidance of doubt, any use of such form template agreements by Users shall not, under any circumstance, make Levanta a party to such contract between the Users.

**B. Attribution Data**

Levanta displays attribution data, including clicks, conversions, and sales from the Amazon Attribution API. Commissions are calculated by Levanta based on this attribution data and based on commission information provided by Users. At times, Amazon's Attribution API may record refunds, chargebacks, or other events that change previously recorded conversions and sales. In these cases, commission amounts will be adjusted to reflect the latest data from Amazon's Attribution API.

**C. Commissions**

Seller affiliate programs may provide for the payment of commissions or rewards from Sellers to Creators. While the Platform may be used to facilitate payment of such commissions or rewards between Users, Levanta's role is solely to facilitate such payments using payment account information supplied by the respective Users, including by contracting with third-party payment processors, as described in more detail in Section 3(D). You agree and acknowledge that Levanta is not responsible for any payment disputes between Users and that any such disputes shall be resolved directly between Users.

**D. Payment Processing**

The Platform enables certain payments to be completed between Sellers and Creators. Payment processing services for the Platform are provided by Stripe (the "**Payment Provider**"). All payments between Users will be processed through the Payment Provider, which may require that You enter a separate agreement with the Payment Provider. Levanta is not a party to any such agreement and shall have no liability, responsibility or obligation under such agreement. It is Your responsibility to keep Your Payment Provider accounts current within the Platform, and Levanta has no responsibility for incorrect or delayed payments.

**E. Creator Commission Transaction Fees**

Except as otherwise provided herein, Sellers shall be solely responsible for any credit card fees charged by the Payment Provider in connection with any payment Sellers make to Creators. These credit card fees are listed on the Payment Provider's website (<https://stripe.com/pricing>) under the "Cards and wallets" section, as may be amended from time to time in the Payment Provider's sole discretion. After an invoice has been paid with a credit card, the associated credit card fees will be automatically billed in a separate payment. Any transaction fees associated with bank debits or transfers will be covered by the Platform. If a Creator elects to be paid in currency other than the U.S. Dollar, then any resulting currency conversion fees shall be the responsibility of such Creator. If a Seller makes payment in currency other than the U.S. Dollar, then any resulting currency conversion fees shall be the responsibility of such Seller.

#### 4. Permitted Uses of the Platform

Levanta provides the Platform to Users to enable them to: (i) build, manage, and market affiliate programs; (ii) allow Creators to search, view, and participate in affiliate programs; and (iii) enable communications between Users about affiliate programs (collectively the “*Permitted Use*”). Your use of the Platform must be consistent with the Permitted Use and, as such, You agree to provide only true, complete, and accurate information to and through the Platform and to only use the Platform to communicate in a manner consistent with the Permitted Use. Any uses that are inconsistent with the Permitted Use are prohibited and may lead to the suspension of Your login credentials and account.

When You use the Platform, You may upload or provide content or information and communicate with others. You agree that You have all appropriate rights to anything You provide to or through the Platform. You also grant to Levanta a perpetual, irrevocable, royalty-free, fully paid-up, and worldwide license to access, collect, store, disclose and use any data, information, records and files that You provide to or through the Platform or that is provided by others who use the Platform for the purpose of providing the Platform, improving the Platform and related services, and producing data, information, or other materials that cannot be identified as relating to a particular individual or company (“*Anonymized User Data*”). Levanta may use, process, store, disclose, and transmit the Anonymized User Data for any purpose and without restriction or obligation to Users other than as set forth herein.

Levanta has the right (but not the obligation) to remove anything that You provide to or through the Platform in its sole discretion. Please do not upload or provide any personal information to the Platform, as other Users will have the ability to see and use any such information. Communications made by or to You through the Platform are neither confidential nor confidential information and Levanta cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with Your use of the Platform.

#### 5. Prohibited Uses of the Platform

You will not engage in any of the following on the Platform (collectively, the “*Prohibited Use*”): (a) “frame”, “mirror” or otherwise incorporate the Platform or any part thereof on any commercial or non-commercial website; (b) access, monitor or copy any part of the Platform using any robot, spider, scraper or other automated means or any manual process; (c) violate the restrictions in any robot exclusion headers on the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform; (d) take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Platform; (e) deep-link to any portion of the Platform for any purpose; (f) remove any watermarks, labels or other legal or proprietary notices within the Platform; (g) modify or attempt to modify the Platform, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Platform; (h) use the Platform as part of any service for sharing, lending or multi-person use; (i) attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features

or components, such as digital rights management software or encryption, that protect the Platform; (j) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Platform; (k) create adaptations, translations, or derivative works based on the Platform, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Platform; (l) use of access the Platform in a manner that violates the rights (including, but not limited to intellectual property rights) of any third party; or (m) upload to or transmit through the Platform any information, images, text, data, media or other content that is, in the sole judgment of Levanta, offensive, hateful, obscene, defamatory or that violates any laws. You must promptly notify Levanta of any known or suspected activity within Your account or through Your login credentials which is or may be a Prohibited Use.

## **6. Fees; Non-Circumvention**

In general, Levanta makes money by charging fees to Users relating to use of the Platform. The amount of the fees and charges (the “*Platform Fees*”) may be disclosed on the appropriate page on the Levanta website summarizing the transaction and requiring Your authorization before proceeding or through a separate written agreement with You, such as an order form. By using the Platform, You agree to pay all Platform Fees. Subject to applicable law and as authorized by Levanta’s agreements with You, Levanta reserves the right to adjust its pricing and fees at any time.

For the avoidance of doubt, it shall be a material breach of this Agreement if any User makes or accepts payment of affiliate commissions outside of the Platform for any clicks, conversions, sales, or other commission-generating activities that are tracked using the Platform or takes any other action intended to circumvent or avoid Platform Fees.

## **7. Non-Payment**

If You, as Seller, fail to pay any Platform Fees, commissions, or any other amounts when due, whether to Levanta or to any Creator, Levanta may, without notice, (i) temporarily suspend or permanently revoke Your access to the Platform, (ii) charge all or a portion of any amount of Platform Fees, commissions, or any other amounts due and owing to any Payment Method on file for You, and (iii) pursue any other remedies that may be available under applicable law or the terms of this Agreement.

In addition, Levanta may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

Notwithstanding the temporary suspension or permanent revocation of Your access to the Platform due to non-payment, You shall remain responsible for any amounts that accrue on any open projects at the time a limitation is put on Your account.

For the avoidance of doubt, Levanta does not guarantee that any Seller is able to pay or will pay commissions and does not take responsibility to any Users for non-payment by

any Seller. Furthermore, while Levanta may pursue remedies for non-payment under this Agreement and as may be available under applicable law, it is not obligated to take any such specific actions, and its decision not to pursue any one or more remedies shall not constitute a breach of this Agreement.

## **8. Term and Termination; Suspension**

The term of the Agreement will be as set forth in any applicable order form or, if no order form applies, until terminated by Levanta or a User as provided in this Agreement or an applicable order form.

In addition to any other express termination rights set forth in this Agreement or in any applicable order form: (a) Levanta may terminate this Agreement, effective on written notice to You, if You fail to pay any amount when due hereunder, and such failure continues for more than ten (10) days after Levanta's delivery of written notice thereof; (b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach is incapable of cure, or, being capable of cure remains uncured thirty (30) days after the non-breaching party provides written notice of such breach; or (c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

Notwithstanding the foregoing, if You violate this Agreement (including without limitation Section 7) or engage in any Prohibited Use, Levanta may temporarily suspend Your access to the Platform without notice.

## **9. Ownership of Platform**

Levanta owns all right, title and interest in the Platform, all information, material, or content provided by Levanta related to the Platform or contained within the Platform, and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights in the Platform, which shall remain with Levanta and its licensors. Levanta expressly reserves all rights in the Platform, and You shall obtain no ownership or other rights in the Platform by virtue of Your use.

## **10. Privacy**

By accessing or using the Platform, You intend to and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy (available at [levanta.io/privacy-policy](https://levanta.io/privacy-policy)) (the “*Privacy Policy*”), which is incorporated herein by reference. If you do not agree to these terms and conditions, you may not use the Platform. Any information that You provide to Levanta is subject to the Privacy Policy, which governs Levanta’s collection and use of Your information. You understand that through Your use of the Platform You consent to the collection and use of Your information as set forth in the Privacy Policy.

## **11. Third Party Websites**

The Platform may provide links to third party websites. Levanta does not endorse the information contained on those websites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked website is provided for Your convenience but is not under Levanta's control. If You access any such website, You do so entirely at Your own risk.

The Platform may also provide links and access to third-party software and services (including, but not limited to Affiliate Program Agreements as defined herein). The use of any such third-party software and services is governed by the third-party provider and not Levanta. Your acceptance of any such terms may create an agreement between You and the third party and not with Levanta. Levanta does not warrant or accept any liability or obligation to You or any User with respect to third-party software and services. You may request a copy of any agreement with a third party from that third party.

## **12. Disclaimers**

USE OF THE PLATFORM IS AT USER’S OWN RISK. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LEVANTA DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PLATFORM, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS. LEVANTA DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE PLATFORM IS OR WILL BE ERROR-FREE, UNINTERRUPTED, FREE OF VIRUSES OR THAT ANY ERRORS IN THE PLATFORM WILL BE CORRECTED.

LEVANTA MAKES THE PLATFORM AVAILABLE TO VARIOUS ENTITIES INCLUDING CREATORS AND SELLERS. ALL SUCH ENTITIES ARE

INDEPENDENT FROM LEVANTA AND, DESPITE ANY CONTRARY REFERENCE HEREIN, ARE NOT PARTNERS, AGENTS OR EMPLOYEES. LEVANTA IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONDITIONS, BREACHES OR NEGLIGENCE OF ANY OTHER ENTITY (INCLUDING CREATORS OR SELLERS) AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY AFFILIATE PROGRAM, AFFILIATE PROGRAM AGREEMENT OR ANY OTHER OFFERING OF SUCH ENTITIES.

### **13. Exclusions and Limitation of Liability**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND LEVANTA, IN NO EVENT WILL LEVANTA OR ITS OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT LEVANTA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE PLATFORM, ANY AFFILIATE PROGRAM OR ANY AFFILIATE PROGRAM AGREEMENT. IN NO EVENT AND REGARDLESS OF THE THEORY OF RECOVERY WILL THE TOTAL AGGREGATE LIABILITY OF LEVANTA OR ITS OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS IN CONNECTION WITH YOUR USE OF THE PLATFORM FOR ANY PURPOSE EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO LEVANTA BY YOU DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

### **14. Indemnification**

You will defend, indemnify and hold harmless Levanta and all of its officers, directors, affiliates, partners, employees, agents, successors, and assigns from and against any liabilities, claims, demands, recoveries, losses, damages, fines, penalties or other costs or expenses, (including but not limited to reasonable legal and accounting fees), claimed against Levanta relating to: (i) any breach of any of Your warranties, representations or obligations under this Agreement or any documents referenced herein; (ii) any violation of any applicable law (including, without limitation, any privacy law) and the rights of a third party (including, without limitation, privacy or intellectual property rights); and (iii) any breach of or failure to perform under any Affiliate Program Agreement or any misrepresentation made by You or anyone acting on Your behalf in connection with any Affiliate Program Agreement.

## **15. Governing Law and Jurisdiction**

This Agreement shall be governed pursuant to the laws of the State of Washington, USA, without regard to principles of conflict of laws. You agree that Levanta may initiate a proceeding related to the enforcement or validity of Levanta's intellectual property rights in any court having jurisdiction. In the event of any dispute regarding Your use of the Platform or otherwise arising under this Agreement, You consent to the exclusive jurisdiction and venue of the courts in King County, Washington.

## **16. Publicity**

With Your prior written consent, Levanta may use Your name and trademarks and services marks to identify You as a Levanta User on the website and in sales and marketing materials and activities.

## **17. General Provisions**

These Terms of Service, all other legal notices and policies on this website, and any other agreements entered into between You and Levanta (e.g., order forms), constitute the entire agreement between Levanta and You pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Levanta. Levanta may provide You with notice as required herein via email to any address You have provided. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. Levanta may, in its sole discretion, assign some or all of its rights or obligations under this Agreement to a third party without Your consent or approval. If Levanta is acquired by, sold to, or merged with any third-party entity, Levanta reserves the right to transfer or all assign all of your User data as part of such merger, acquisition, sale, or change of control.