

# Terms and Conditions - WhiteLabel Reseller Partners Agreement

These APPME Terms for Business Partners (these "Terms") govern the legal relationship between APPME CORP., an Illinois corporation ("APPME") and the person or entity that subscribed as a APPME business partner pursuant to the APPME online subscription form at [www.appmesolutions.com](http://www.appmesolutions.com) or any successor website ("Partner", and the "APPME Website", respectively). These Terms, together with the attached online subscription form filled out and accepted by Partner, constitute the legally binding contract between APPME and Partner concerning the subject matter herein (the "Contract").

## 1. General

You are consenting to our WhiteLabel Resellers Partnership Terms and Conditions ("Terms & Conditions") Agreement electronically by selecting "I AGREE" on the WhiteLabel Resellers Application and submitting the form.

In Lieu of this Electronic "Terms & Conditions", you have a right to request a paper copy of these Terms & Conditions before signing up. If you would prefer a paper copy of this agreement, please send an email with your request to one of our Reseller Representative at [resellers.partners@appmesolutions.com](mailto:resellers.partners@appmesolutions.com) and we will send you a paper copy back via email.

You have the right to decline this agreement and not receive them electronically. If you wish to make that choice, do not click "I agree" and do not click the "Send" button on the WhiteLabel Resellers Application form. If you have clicked both "I Agree" and "Send" on the application form, but wish to decline this agreement electronically, please contact one of our Reseller Representatives immediately at [resellers.partners@appmesolutions.com](mailto:resellers.partners@appmesolutions.com) to decline this service that is now binding as a result of submitting the application. If you do not request to decline services within seventy-two (72) hours of your acceptance, they partnership will become fully binding.

This WhiteLabel Resellers Terms and Conditions Agreement, binds the Partner with the terms within this agreement, and Partner is also subject to the following General [Terms & Conditions](#) Language that all AppMe Clients are subject to.

## 2. Purpose

The purpose of the relationship between APPME and Partner is for Partner to directly resell Service to potential customers under its own brand. In these Terms, APPME shall provide an outline of its WhiteLabel Service Partnership Terms, Conditions and Legal Notices to Partner.

## 3. WhiteLabel Reseller Partnership

As part of the subscription to APPME's WhiteLabel Partnership Program, Partner is required to provide certain information in order to open a partner account. Partner confirms and undertakes that all information provided by Partner as part of such subscription, as well as any future information provided by Partner to APPME, will be true and accurate. APPME may, from time to time, institute rules and procedures with respect opening and maintaining a partner account with APPME, which rules and procedures shall be deemed as incorporated by reference into these Terms, and Partner shall be bound by such rules and procedures and comply with them. APPME shall provide Partner with access to its web development services and web based and live support.

## **4. Branded Resale Program (Also known as “White Label”)**

In this program, Partner may resell APPME Service directly to its Registered Customers through the Partner’s own website or office, or can choose a higher level of partnership where the Partner will be entitled to have a website listing all of APPME’s services branded in Partner’s brand (i.e., look and feel, colors and logo) and charge such Customers a marked-up fee for services. Partner shall be responsible to provide to APPME with any branding for use in respect of Partner and represents and warrants that any such branding shall be in compliance with any third party rights and applicable law.

## **5. APPME’s Terms of Service for Active Customers**

APPME’s Service shall be provided to Partner customers in accordance with and subject to the APPME’s [Terms of Service](#), as may be amended by APPME from time to time, as presented in the APPME Website or otherwise provided to Partner (the “[Terms of Service](#)”) and to which any Active Customer or Partner will be required to agree in order to be provided with the Service. Partner shall be responsible to have its Customers agree to such [Terms of Service](#) (on a stand-alone basis, or as incorporated into Partner’s general terms of service) as a condition for Client’s use of the Service and shall be liable to APPME for failure to do so in case of any liability, loss, expense or damage that could have been avoided or mitigated but for such failure.

## **6. Support**

Partner shall be responsible for providing the majority of support services to its Customers with respect to the Services offered through the WhiteLabel Partnership Program. Depending on the partnership level, APPME shall provide to Partner residual “backup” sales and technical support (as-needed). APPME also provides Partner or Partners Clients with residual “backup” email and phone support in respect of the Service offered through the WhiteLabel Partnership Program, during regular working days, and normal work hours, as shall be generally available by APPME from time to time.

## **7. Partner’s Obligations and Restrictions**

Partner shall only be entitled to market and resell APPME Services to such customers’ own use and not for further resale, lease or other form of commercialization. In marketing and reselling the Services offered by APPME, Partner shall maintain best commercial standards of quality, in accordance with industry standards, and shall work diligently and use Partner’s best efforts to continually promote and protect the integrity of APPME Services. Partner will not be engaged in or allow any marketing, promotion or other activities targeting or involving persons under eighteen (18) years of age (or such other age of legal capacity according to applicable jurisdiction) or that are otherwise illegal in any applicable jurisdiction (including, without limitation, with regard to money laundering laws) or that involve fraud, spamming, false, misleading or unauthorized advertising or representations, use of stolen credit cards, and unauthorized use of any intellectual property rights or other third party rights.

Partner shall not market or promote the reselling of APPME Services in association with any web sites or content that include: graphically violent content, racial intolerance, or advocacy against any individual, group, or organization; pornography, adult, or mature content; hacking/cracking content; illicit drugs and drug paraphernalia; excessive profanity; gambling or casino-related content; content regarding programs which compensate users for clicking on ads or offers, performing searches, surfing websites, or reading emails; excessive, repetitive, or irrelevant keywords

in the content or code of web pages; sales or promotion of weapons or ammunition (e.g., firearms, fighting knives, stun guns); sales or promotion of beer or hard alcohol; sales or promotion of tobacco or tobacco-related products; sales or promotion of prescription drugs; sales or promotion of products that are replicas or imitations of designer goods; any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others.

In marketing and reselling APPME Services, Partner shall comply with all applicable laws, including without limitation export restriction laws and regulations (including without limitation, US export laws and regulations). In marketing and reselling APPME Services, Partner shall comply with all policies instituted by APPME from time to time, as notified to Partner. All costs and expenses of Partner in connection with its marketing and resale of APPME Services or otherwise shall be borne solely by Partner, and APPME shall under no circumstances participate in such costs and expenses.

## **8. Consideration; Payments**

Enrollment to a partnership program may require the payment by Partner to APPME of a periodical fee, as shall be specified at the APPME Website (also known as "Partnership fee") upon approval of partnership. Payment of such periodical fee (if any) shall be a pre-condition for Partner's enrollment and entitlement under the partnership program the Partner chooses. Subject to compliance with these Terms, for each of the partnership programs, Partner shall be entitled to a specific partnership discount subject to the level of partnership the Partner chooses upon acceptance and approval of application.

## **9. WhiteLabel Branded Resale Program**

Partner shall be entitled to receive a specific percentage off of APPME Services dependent on APPME partnership level that has been elected by Partner. Discount of APPME Services are based on the retail cost of services offered by APPME, to its own customers. Partner charges its Customers directly for any Services, then Partner shall be responsible to pay APPME such fees at the partnership level discounted rate associated with the services required. In the event that APPME charges the Partner Customers direct for services (relevant only for app plug-ins) then APPME shall keep the APPME Fees and pay to Partner the balance of the fees based on the Partner's level percentage off or markup for resale of services to the Partners Customers. Partner or Partner's Customers shall pay APPME any subscription fees immediately in respect of 3rd party apps or services, and the same time each month thereafter. Partner or Partner's Customers shall pay any annual subscription fees to APPME immediately upon setup of any 3rd party subscription (prior to service going live) and each renewal thereafter.

Payment by APPME to Partner shall be made only if and when the aggregate fee due to Partner in respect of Customers exceeds \$200 and thereafter payment shall be made within 30 days from the end of each calendar month, with respect to subscription fees received by APPME from the Partner's Customers of such Partner during such calendar month. Payments by APPME shall be made in US\$ or, if APPME so chooses, in the currency paid to it by the applicable Partner Customer. Payments shall be calculated on the basis of APPME's records, which shall be deemed conclusively accurate.

APPME may change its standard customer subscription and service fees from time to time by prior notice to Partner (which may be provided by email notice to the Partner, at APPME's discretion) of at least 30 days (provided that, with respect to an Active Customers under an annual subscription, such changed fees shall apply only as of the end of the then current annual subscription period). APPME may also change the percentage rates of subscription or service fees originally specified to Partner as payable by APPME to Partner by the same prior notice stated above. Payment obligations towards APPME services are non-cancelable and all amounts paid to APPME are non-refundable (including in case of expiration/termination of this Contract). Any fees payable from one party to the other are exclusive of all applicable taxes and the paying party shall be responsible to add such taxes to the paid fees (other in respect of taxes

that are based on the receiving party's net income). If any tax withholding is applicable with respect to any payment due to APPME, Partner shall gross up the payment so that such tax withholding obligation shall not affect the net amount received by APPME. APPME shall be entitled to withhold taxes as required by applicable law, out of any payment due from APPME to Partner. Any payment due from APPME to Partner shall be subject to the receipt from Partner of all applicable tax documentation and other information required to enable such payment, to the satisfaction of APPME.

The consideration to Partner stated above constitutes the full and final consideration due to Partner and Partner shall not be entitled to any additional consideration of any form for any of its actions in connection with APPME or the Service. Specifically, no consideration shall be due to Partner in respect of any introduction, alleged introduction or sale of APPME Services that is not done through the Partner and in compliance with these Terms.

Intellectual Property. As between APPME and Partner, APPME shall exclusively own all right, title and interest, including all related intellectual property rights (in the broadest sense of the term) in and to the Services and any data obtained through the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Partner or any other party relating to the Services. The APPME name, logo, and the service names associated with the Service are trademarks of APPME, and no right or license is granted herein to use them.

## **10. Disclaimer of Warranties**

The Services provided by APPME on an "as is" and "as available" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement are disclaimed by APPME to the maximum extent permitted by applicable law. Without derogating from the aforesaid, APPME makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of its Services. APPME does not represent or warrant that (a) the use of its online Service will be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, or that (b) the Services and its quality will meet Partner's or any customer's requirements or expectations. APPME Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. APPME shall not be responsible for any delays, delivery failures, or other damage resulting from such problems.

## **11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL APPME BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR IF APPME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPME BE LIABLE TO PARTNER (UNDER ANY THEORY OF LAW) FOR AMOUNTS WHICH EXCEED THE LOWER OF: (I) WITH RESPECT TO ANY CLAIM BY PARTNER, THE AMOUNTS ACTUALLY RECEIVED BY APPME FROM PARTNER OR THE FEES PAYABLE BY APPME TO PARTNER DURING THE 6-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND (II) WITH RESPECT TO ALL CLAIMS BY PARTNER IN THE AGGREGATE, THE AGGREGATE AMOUNT ACTUALLY RECEIVED BY APPME FROM PARTNER OR THE FEES PAYABLE BY APPME TO PARTNER UNDER THESE TERMS.

No claim by Partner may be made after one year from date of arising of the applicable cause of action of such claim.

Additional Binding Term and Conditions. In addition to the conditions set forth in this agreement, the Partner agrees to any additional terms and conditions found here: [www.appmesolutions.com/terms-conditions](http://www.appmesolutions.com/terms-conditions).

## 12. Communications

Any communication between the parties that is required under the provisions of this Contract must be in writing, and be through email. Partner must address communications to APPME to: [whitelabel.partners@appmesolutions.com](mailto:whitelabel.partners@appmesolutions.com) and APPME will address communications to the email address provided by the Partner on the WhiteLabel Reseller Application.

## 13. Indemnity

Partner shall indemnify and hold APPME and its successors and assigns harmless, upon their first demand, against any damage, loss, expense or cost incurred by them as a result of or in connection with any breach by Partner of these Terms.

## 14. Termination/Suspension of a Partner Customer Subscription

- APPME is entitled to suspend or terminate a Customer or user account in the event of any breach by such Customer or any of its users of the Terms of Service, without any refund of fees.

## 15. Term and Termination of the Contract

- The Contract shall be for such initial term of 12 months as of the original date of application by Partner and upon the end of such term it shall automatically renew for successive 12-month periods, unless either APPME or Partner notifies the other party that it does not wish to renew the Contract at least 30 days prior to the end of the initial term or any applicable renewal term and unless it is terminated in accordance with the following provisions. Partner Fees if any will remain due for the balance of the term.
- APPME may terminate this Contract for convenience at any time, by providing Partner a prior notice of at least three (3) months. In case of a breach by Partner of this Contract, APPME shall be entitled to terminate the Contract immediately by notice to Partner (provided that if the breach by Partner is curable, Partner shall be provided with at least 7 days to cure the breach before such termination).
- Upon expiration or termination of this Contract, the following shall apply:
  - Except as expressly provided below, Partner shall no longer be entitled to resell APPME Services or use any manners to refer customers to APPME. All Registered Customers of Partner who are not Partner Customers on the date of expiration/termination of the Contract shall cease being considered as Registered Customers of Partner.
  - In the event of expiration of the Contract due to APPME's election not to renew it or due to termination by APPME for convenience (a "APPME Expiration/Termination"), APPME shall have only the following obligations towards Partner following such expiration/termination:
    - APPME shall be obligated towards Partners in the WhiteLabel Branded Resale Program to continue providing the Service to Partner Customers under annual subscriptions who such Partners charge directly until the end of the then current annual subscription period and these

Terms shall continue to apply only in respect of such Active Customers during such period. With respect to Active Customers under monthly subscriptions, APPME shall be entitled, but not obligated, to continue providing the Service.

- With respect to Partner in the WhiteLabel Branded Resale Program, unless there was a breach of this contract by Partner, APPME undertakes towards such Partner, not to actively approach directly or indirectly, for a period of six (6) months following the date of expiration/termination, customers of such Partner who are Active Customers as of the date of termination/expiration in order to solicit their purchase of the Service.
- APPME shall not have any obligations whatsoever (including no obligations to pay fees) towards Partner following termination or expiration of the Contract which is not an APPME Expiration/Termination.
- Expiration/termination of the Contract shall not affect provisions that by their nature survive such expiration or termination.
- Immediate Termination. APPME may terminate or amend this Contract without prior notice if advised by APPME that funds or partnership fees are not paid as agreed. In the event of a breach due to non-payment or failure to pay, APPME shall be entitled to the following:
  - Reimbursement for any services provided to the partner at a discounted rate.
  - Reimbursement for Partner reseller site built by APPME if one was provided at no cost (reseller site retails at approximately \$15,000 thousand).
  - Payment for the balance of Partner Fees remaining a part of the contract.
  - Reimbursement of any discounts applied to Partner Customer projects completed or under development within the current contract term.

## **16. Miscellaneous.**

The Contract constitutes the entire agreement and understanding between APPME and Partner with respect to the subject matters herein. The Contract shall be governed by the laws of the State of Illinois, excluding its conflict of laws rules, and the courts in Illinois have exclusive jurisdiction over any matter arising in connection with the Contract. Neither this Contract nor any rights or obligations hereunder may be assigned or sub-contracted by Partner without the prior written consent of APPME nor will any assignment without such prior written consent be void. APPME may freely assign its rights and obligations herein. Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. Partner is an independent contractor of APPME and no employer-employee relations shall exist between Partner and APPME.

Nothing contained in the Contract shall be deemed to create a joint venture, partnership, employment, agency or similar arrangement between Partner and APPME. Partner does not possess any power or authority by reason of the Contract to bind APPME, or to assume or create any obligation or responsibility, expressed or implied, on behalf of APPME, and Partner shall not represent to anyone that it possesses such power or authority. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No modification, amendment, or waiver of any provision of the Contract will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Contract is held to be invalid, unenforceable or illegal for any reason, the validity or enforceability of any or all of the remaining portions shall not be effected.