PROCLAIM.

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Program terms and conditions

Last updated at: 26 Aug 2025

Additional terms

AFFILIATE PARTICIPATION AGREEMENT This Affiliate Participation Agreement contains the terms and conditions that apply to your participation as a member of the affiliate program (the "Affiliate Program") for PROCLAIM ("we" "us" or "Merchant"). This Affiliate Program is administered through the ShareASale Network. In this Agreement you are sometimes referred to as "you", "your" or "Affiliate". THIS IS A LEGALLY BINDING AGREEMENT. BY JOINING THIS AFFILIATE PROGRAM AND RECEIVING AND USING LINKS TO THE MERCHANT WEBSITE, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, DO NOT JOIN THIS AFFILIATE PROGRAM. 1. Enrollment; Eligibility. In order to participate in this Affiliate Program you must complete a participant application that is accessible through ShareASale Network. You will be notified if your application has been accepted or rejected. We reserve the right to reject any application in our sole discretion. If we reject your application, you may reapply at any time. Only websites with general or United States based domain name extensions (e.g. .com, .net, .org, .us, etc.) and primarily serve a United States based audience are eligible for participation in this Affiliate Program. You must be at least 18 years of age to join this Affiliate Program. By submitting an application to participate in this Affiliate Program, you represent, warrant, covenant and agree that (i) all information that you provide to us or Share A Sale in connection with your participant application and/or in connection with your participation in this Affiliate Program is true, complete and accurate, (ii) you have all necessary rights and authority to enter into this Agreement and perform your obligations hereunder, (iii) this Agreement will constitute a legal, binding and enforceable agreement against you in accordance with the terms and conditions herein, and (iv) your execution and performance hereunder will not conflict with or result in a breach or violation of any other agreement, arrangement or understanding to which you are bound. 2. Suitability of Affiliate Websites. (a) Your websites are not suitable and you may not participate in the Affiliate Program if the websites operated by you violate any of the following website suitability restrictions. Further, you represent, warrant, covenant and agree that none of your participating websites or any content or technology contained thereon will, at anytime during the period that you are an affiliate in this Affiliate Program, violate any of the following website suitability restrictions. In the event that we believe that you have violated any of the following website suitability restrictions we may, in addition to all other rights and remedies that we may have, terminate this Agreement and your participation in this Affiliate Program without notice. Your participating websites may not: (i) infringe on our or any other person's or entity's intellectual property, publicity, privacy or other rights, (ii) fail to state a clear online privacy policy to your visitors, (iii) require a username or password to access your websites, without our prior written consent (including via email), (iv) violate any law, rule or regulation, (v) contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials, (vi) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information, (vii) contain material that is materially false, inaccurate, fraudulent or misleading or that promotes pyramid or similar schemes; (viii) promote violence or any illegal or immoral activity, (ix) promote discrimination based upon gender, race, religion, nationality, disability, sexual orientation or age, (x) use or promote the use of bulk email or spam, (xi) contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website, (xii) use any software that gathers information through the customer's Internet connection without his or her knowledge, (xiii) install spyware on another person's computer, or cause spyware to be installed on another person's computer, or utilize any "opt-out downloads". An "opt-out download" is any software, program, script, tool or element that would automatically download to a user's computer or that would become operative when the user accesses the Internet unless the user takes affirmative action to prevent the download. (xiv) use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on an Internet website in a way that interferes with a user's ability to view the Internet website, or use browser-embedded contextual targeting applications or other applications which serve advertisements (pop-up ads and pop-unders, in-browser ads and highlighting of website content and redirecting to websites with similar content, regardless of whether any such advertisements are served

directly by you or is provided or purchased from a third-party) on Merchant's or Merchant's competitors websites or on any other website other than your websites. (b) You may not (i) engineer your websites in a manner designed to direct or pull Internet traffic away from our Merchant website, (ii) attempt to modify or alter our Merchant website in any way; (iii) make any representations, either express or implied, or create an appearance that a visitor to your website is visiting our website, e.g., "framing" the Merchant website, without our prior written approval; or (iv) "scrape" or "spider" any Merchant website or any other website for Merchant Content (as defined below). (c) You may not purchase products during sessions initiated through Qualified Links on your websites for, resale, or commercial use of any kind. Such purchases may result, in our sole discretion, in the withholding of the Revenue Share or the termination of this Agreement. (d) We have the right in our sole and absolute discretion to monitor your websites at any time and from time to time to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your websites for such purposes. 3. Right to Use Merchant Content. (a) Subject to the terms and conditions herein, we hereby grant to you, during the term hereof, a limited, non-exclusive, non-transferable, revocable, non-sublicensable, non-assignable right to (i) access the Merchant Website through Qualified Links (defined below) provided by us from time to time, and (ii) use and display the Merchant Content (as defined below) that we may make available to you from time to time solely as provided to you through the Share A Sale Network and solely for the purpose of generating the sale of Merchant's products from your website that we have approved and solely in connection with your participation in this Affiliate Program. Any attempt to sublicense, assign or transfer this right is void. We may terminate your rights to use the Merchant Content for any reason at any time in our sole and absolute discretion. (b) A "Qualifying Link" means a link from your website to our website using one of the URLs or graphic links provided by us (or through the ShareASale Network) for use in the Affiliate Program that allows Share A Sale to track the use of such links by your visitors. All Qualifying Links that you will use in the Affiliate Program will be provided to you from the ShareASale Network or by other means selected by us, and only valid Qualifying Links generated by the ShareASale Network or by us will be tracked for purposes of determining Revenue Share that you may be eligible to receive on sales of products generated through your website. Except for the right to use the Merchant Content provided to you by us hereunder, we are not granting you any rights in, and you represent, warrant, covenant and agree that you will not use, in any manner, any trademarks, service marks, trade names, logos, banners, buttons, graphics, digital images, text, or other content or materials owned or controlled by us. (c) Upon termination of this Agreement, for any reason, you shall immediately cease using, displaying or otherwise maintaining any interest in the Merchant Content. For purposes of this Agreement "Merchant Content" means any and all trademarks, service marks, trade names, logos, banners, buttons, digital images, graphics, text and other content and material which we may, in our sole discretion, make available to you in connection with this Affiliate Program from time to time. 4. Special Offers. (a) From time to time, we may post on the ShareASale Network special offers ("Special Offers") to pay certain members of the Affiliate Program, chosen at our sole discretion, a specified referral fee on sales of certain products. The terms of a Special Offer, as posted on the Share A Sale Network or otherwise communicated to such members, shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the Special Offer and the terms of this Agreement, the terms of the Special Offer shall govern. (b) Advance notice of promotions, sales and special events is Confidential Information of ours until such events are publicized by us. From time to time you may be given prior notice of such events so that you may prepare content on your Website. The existence of such event and any Merchant Content provided to you is Confidential Information and may not be disclosed by you prior to the date specified by us. You also agree upon notice to promptly remove any Confidential information from your site upon our request. 4. Merchant Content Usage Restrictions. IF YOU FAIL TO COMPLY WITH ANY OF THE RESTRICTIONS IN THIS SECTION 5, AT OUR SOLE DISCRETION YOU FORFEIT ANY COMMISSIONS OR OTHER PAYMENTS OTHERWISE EARNED BY YOU DURING SUCH TIME THAT YOU ARE NOT IN COMPLIANCE. (a) Obtaining and Using Merchant Content. You agree that you will not, except as specifically provided for in this Agreement (i) copy or obtain any images or other content relating to the Merchant from the Merchant Website or elsewhere, except through the Share A Sale Network, (ii) copy or display any Merchant Content, (iii) modify, adapt, translate or create derivative works based on the Merchant Content, (iv) remove, erase, or tamper with any copyright or other proprietary notices in any copy of any of the Merchant Content, (v) sell, market, license, sublicense, distribute, disclose or otherwise grant to any person or entity any right or interest in the Merchant Content, (vi) take any action which may cause deception, confusion or otherwise dilutes the quality of the Merchant Content or the goodwill associated therewith, or (vii) use the Merchant Content in any manner which disparages or portrays us in a false, competitively adverse or poor light. (b) Keyword Purchasing. You may not purchase or bid for the placement of our name or trademarks within any third party search engine or portal, however deep linking is permitted. (i)Protected SEM Bidding Keywords PROCLAIM, wearproclaim.com, PROCLAIM coupon, PROCLAIM discount, PROCLAIM discount code, PROCLAIM promo code, PROCLAIM coupon code, and any variations including misspellings, alternate spellings, alternate spacing, or any phrases that include these terms. Bidding on branded keywords plus generic terms such as

coupons or promotional codes is also prohibited. (c) Search Engine and Advertising Restrictions. You also agree to the following additional search engine advertising rules: (i) all advertisements by you must be directed to your site or a page within your site, (ii) none of your advertisements may link directly to the Merchant Website or any page within the Merchant Website, (iii) you will not show the Merchant Website URL as the URL in your ads, (iv) you will not use the words "official site" or words to similar effect in connection with any use of our trademarks, or otherwise suggest or imply that your site is an official Merchant site or partner, and (v) you will stop bidding on any keyword term at our request. (c) Trademark and Look and Feel Restrictions. Additionally, you agree that (i) you will not include any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us in any domain name, URL, or similar identifier used by you, (ii) you will not alter or attempt to alter the look, feel, content, features or functionality of the Merchant Website, (iii) you will immediately substitute or remove any Merchant Content from your websites at our request, (iv) your websites will not in any way copy or resemble the look, feel or content of the Merchant Website or create any impression that your websites are part of the Merchant Website, (v) you will not purchase or contract with any other person or entity to exploit any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us for any purpose, (vi) you will not use any Merchant Content in a manner which links or otherwise directs potential customers to any website other than the Merchant Website, and (vii) you will not attempt to intercept or redirect potential customers from or on the Merchant Website or any other website participating in this Affiliate Program. (c) Promotion Codes & Coupons. You may not, without our prior written consent, utilize any promotion, promotion code, coupon, or other promotional opportunity that is not specifically authorized for Merchant's Affiliate Program and explicitly authorized for your use. (d) Affiliates may not create affiliate tracking links that also contain a tracking link for our Referral Program. Affiliates are permitted to participate in either the Affiliate Program or the Referral Program but individual links must be specific and exclusive to one of the programs. By participating in this Affiliate Program, you agree not to claim commission or credit from both the Affiliate Program and from our Referral Program for the same transaction. (e) Communications with Consumers. You may not, without our prior written consent, (i) generate or send any email messages or other "electronic messages" (as defined in the Share A Sale Affiliate Membership Agreement, as amended) using or containing and our name or logo, or any variation thereof, or any of our trademarks or products, or any of the Qualifying Links or URLs provided to you as part of the Affiliate Program, (ii) send any email or other "electronic messages" that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that we or any related entity was the sender or sponsor of such email or procured or induced you to send such email, (iii) forward, redistribute, or otherwise repurpose any email communications or newsletters or other "electronic messages" that we send our customers or members of the ShareASale Network, and (iv) generate or send any unsolicited email (spam) under this Agreement or any email in violation of the CAN-SPAM Act of 2003 or any other applicable laws or regulations. 5. Property Ownership Rights. You acknowledge and agree that we retain all rights, title and interest in and to all property rights embodied in or associated with the Merchant Content. You represent, warrant, covenant and agree that you will not, and will not assist any third party to, now or in the future, (i) take any action challenging or otherwise inconsistent with our ownership of, or other right in, the Merchant Content, or (ii) register or attempt to register any trademark, service mark, logo, trade name, domain name, or similar business identifier, that contains any name, trademark, service mark, logo, trade name or other content or material owned or controlled by us or any derivation, including misspellings, thereof. All goodwill and benefits accruing from the use of the Merchant Content will automatically vest in us. You agree to cooperate with us and to take any additional actions reasonably requested by us to effect, perfect or confirm our rights, title and interest in the Merchant Content. 6. Operation and Maintenance of the Merchant Website. (a) You acknowledge and agree that we will accept or reject, in our sole and absolute discretion, all orders by customers for merchandise placed on or through the Merchant Website. You further acknowledge and agree that (i) you do not have any authority to make or accept any offer or commitment on behalf of us, (ii) we cannot, and do not, guarantee the availability of any merchandise or other services offered for sale on the Merchant Website, and (iii) we are solely responsible for all pricing, merchandising, order processing, order fulfillment, shipping, returns and all other aspects of the Merchant Website and the sale of merchandise thereunder. Customers who access the Merchant Website will be deemed our customers. Accordingly, all of our then applicable rules, policies and procedures concerning orders, returns, refunds, customer service, privacy and other terms of use and sale will apply to such customers. As between the parties, all information obtained through the use of the Merchant Website shall be our exclusive property. (c) We may change our policies and operating procedures at any time in our sole discretion. For example, we will determine the prices to be charged for products sold under the Affiliate Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product or the error-free or uninterrupted

operation of our website. 7. Revenue Share Payments. (a) During the term of this Agreement, we agree to pay you a revenue share (the "Revenue Share") equal to the applicable percentage of Net Revenue determined pursuant to the schedule set forth in the Affiliate Program overview/description materials posted on the Share A Sale Network or otherwise provided by us. We reserve the right, at our sole discretion, to change, modify, add or remove portions of this Revenue Share schedule at any time without notice. For purposes of this Agreement, "Net Revenue" means all cash consideration (not including any portion of payment made through the redemption of gift certificates, coupons or credits) from merchandise sold in a transaction resulting directly from a Qualifying Link tracked by P Share A Sale from your website to the Merchant Website in accordance with this Agreement, where the customer purchases such merchandise, less all taxes, shipping and handling charges, gift wrapping and other value-added service charges, returns and chargebacks. You acknowledge and agree that we will not be obligated to pay any revenue share unless we actually ship the applicable order and receive full payment for such an order. Additionally, unless we otherwise agree, we will not be obligated to pay any revenue share on any purchase from a customer linking to our Merchant Website from your websites, unless such purchase is made during the same on-line session or within thirty (30) days after the customer has initially entered our website ("Revenue Share Time") and the customer re-enters our website directly during that time (and not through another affiliate link). After the Revenue Share Time, we will not pay referral fees on any products that are added to a customer's shopping cart after the customer has re-entered our website (other than through a Qualifying Link from your website), even if the customer previously followed a link from your website to our website. We do not pay a revenue share on the purchase of gift certificates or gift cards. All determinations of Qualifying Links and whether a referral fee is payable will be made by us and Share A Sale and will be final and binding on you. (b) Subject to the terms and conditions of this Agreement, we will pay you the above-described Revenue Share on a monthly basis. Payments will be sent through the Share A Sale Network for the Revenue Share earned, less any taxes or other amounts that we may be required by law to withhold. No interest will be paid on any such amount held by us. If a Revenue Share payment is made hereunder and relates to merchandise that is later returned by the customer, the applicable Revenue Share will be deducted from the next applicable payment hereunder. If any portion of such Revenue Share cannot be recovered through a deduction, we will invoice you for such amount and you agree to pay this amount within 30 days after receipt of such invoice. Upon termination of this Agreement, we will send, or cause to be sent, the total amount of Revenue Share then owed to you as of the termination date. The final Revenue Share payment may be withheld by us for a reasonable period of time to ensure that the correct amount is to be paid after making any adjustments that may be required, including, but not limited to, adjustments for returns. 8. Share A Sale Tracking. (a) We will track sales made to customers who purchase products using Qualified Links, that you will generate using Share A Sale 's technology, from your website to our website, and reports summarizing sales activity will be available to you also through the ShareASale Network. The form, content, and frequency of the reports are limited to those reports and capabilities available through the ShareASale Network and may vary from time to time in our and Share A Sale 's reasonable discretion. We are not responsible for any changes that Share A Sale may make in their reporting format, timing, or types of reports available to the members of our Affiliate Program. To permit accurate tracking, reporting and fee accrual, you must ensure that the links between your website and our website are properly formatted. We are not responsible for improperly formatted links regardless of whether you have made amendments to the code or not. In addition, we are unable to track or provide you credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled. You hereby agree not to disclose the such information contained in Share A Sale reports regarding us to any third party without our prior written consent and that such information is the property and Confidential Information of ours. (b) You represent, warrant, covenant, and agree that (i) you are a member of Share A Sale 's network affiliate program, and (ii) you will not bypass, modify, circumvent, impair, disable or otherwise interfere with any links, web beacons, cookies or other technology provided by us or Share A Sale. 9. Responsibility for Your Websites and Your Participation. (a) You will be solely responsible for the development, operation, and maintenance of all websites that are linked to the Merchant Website hereunder and for all content, technology and other materials that appear on such websites. You acknowledge and agree that you are responsible for complying with all of the terms and conditions hereof and all applicable laws, rules and regulations. You represent, warrant, covenant, and agree that: (i) you will not state or imply that we sponsor, endorse, sanction or otherwise approve your website or any of your products or service, (ii) you will not state or imply that you are an affiliate, associate, partner or agent of ours or otherwise take any action that could reasonably cause customers confusion as to our relationship with you, (iii) you will not take any action that could reasonably cause customers confusion as to the website on which any data collection, purchase transaction or other functions are occurring, (iv) you will make no representations regarding the association of Share A Sale with us or you, (v) at all times during and after the term of this Agreement, you will protect all of our and Share A Sale 's Confidential Information (as defined below) that you obtain or otherwise have access to with the same degree of care that you use to protect your own confidential and proprietary information but in no event less than a reasonable standard of care, (vi) you will only use our and

ShareASale's Confidential Information to the extent necessary to perform your obligations hereunder, and (vii) you will not use or display any trademark, service mark, logo or other content of PROCLAIM. (viii) you will promptly notify us and Share A Sale of any malfunctioning of the Qualifying Links or other problems with your participation in the Program. (b) We disclaim all liability for all such matters. Further, you agree to defend, indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys fees) relating to the development, operation, maintenance or content of your website. (d) For purposes of this Agreement, "Confidential Information" means all non-public information provided or obtained by you about us, including, without limitation, all customer information, and all business and sales information related to transactions through this Affiliate Program. 11. Violation of Terms and Affiliate Indemnification. (a) Violation of any of the terms, conditions or prohibitions contained in this Agreement may result in, among other things, the immediate termination of this Agreement and the commencement of an action by us against you seeking, without limitation, injunctive relief, and the recovery of actual, statutory and punitive damages. (b) You, at your own cost and expense, will indemnify, defend and hold harmless, us, PROCLAIM, our respective parents, subsidiaries and company affiliates, and each of their respective directors, officers, employees, agents, successors and assigns against any claim, suit, action, judgment, liability, loss, cost, expenses and other damages (even if such claims are groundless, fraudulent or false), including reasonable attorney's fees, based upon or in connection with (i) any breach or alleged breach of your representations, warranties, covenants agreements, or obligations hereunder, (ii) your websites or related business, or any content, technology or other materials displayed or contained thereon, including but not limited to with respect to claims of misappropriation or infringement, (iii) your failure or alleged failure to comply with any applicable law, rule or regulation, (vi) claims for unsolicited email, spamming or violation of the CAN-SPAM Act of 2003, (vii) your misuse, unauthorized modification or unauthorized use of the services or materials provided by us or Share A Sale hereunder, or (viii) any actual or alleged wrongful or negligent act or omission by you. 12. Term and Termination. (a) This Agreement shall automatically terminate on the date on which we no longer maintain or you are no longer a member of the Affiliate Program contemplated hereunder. Additionally, either party may terminate this Agreement at any time and for any reason by providing notice (including via e- mail) to the other party. We may also terminate this Agreement immediately, without notice, if we determine, in our sole discretion, that you have breached this Agreement or that your website(s) is unsuitable to participate in this Affiliate Program. Either party may terminate a Special Offer at any time by deleting its acceptance through the Share A Sale Network, and such termination of a Special Offer shall not be deemed a termination of this Agreement or any other Special Offers. Sections 3(c), 8(b), 10-20 and 23 (together with all other provisions that may reasonably be interpreted as surviving termination or expiration of this Agreement) will survive any termination or expiration of this Agreement. (b) Upon termination of this Agreement, you will immediately cease use of, and remove from your website, all links to our website and all Merchant Content. (c) You are only eligible to earn a Revenue Share on sales of products occurring during the term of this Agreement, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned by a customer. In addition, we may invoice you for Revenue Share that was paid to you prior to termination if those referral fees relate to products that are subsequently canceled or returned by a customer. In the event an overpayment is made by us, you agree to promptly remit such overpayment to us upon notification by us. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. 13. Modification of Agreement. We reserve the right to modify this Agreement, at any time in our sole discretion, by posting a change of notice or a new agreement on the Share A Sale Network, and, if applicable, on the Merchant Website. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU AGREE THAT YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE MERCHANT CONTENT AND PARTICIPATION IN THIS AFFILIATE PROGRAM FOLLOWING ANY MODIFICATION OF THIS AGREEMENT SHALL CONSTITUTE CONCLUSIVE AND BINDING ACCEPTANCE TO ANY MODIFICATION OR NEW AGREEMENT. 14. Warranty Disclaimer. WE MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WITH REGARD TO THE PRODUCTS OR SERVICES SOLD THROUGH THE MERCHANT WEBSITE, THE OPERATION AND MAINTENANCE OF THE MERCHANT WEBSITE OR THE Share A Sale NETWORK, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE MERCHANT WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. 15. Limitation of Damages. NEITHER WE NOR PROCLAIM WILL HAVE ANY LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, DATA OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE AFFILIATE PROGRAM WILL IN NO EVENT EXCEED THE TOTAL

REVENUE SHARE PAID OR PAYABLE BY US TO YOU UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE DATE SUCH LIABILITY AROSE. ALL CLAIMS MADE HEREUNDER BY YOU AGAINST US SHALL BE MADE WITHIN 120 DAYS OF THE ACT OR OMISSION THAT FORMS THE BASIS OF SUCH CLAIMS. 16. Independent Contractors. We, you, Share A Sale and PROCLAIM are each independent contractors and nothing in this Agreement or in any Share A Sale affiliate program documents is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative, or employment relationship. 17. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the Commonwealth of New York, excluding its conflict of laws principles. Any lawsuit relating to this Agreement must be brought in the federal or state courts located in New York, New York. 18. Press Release; Publicity. You agree that you will not issue any press release or make any other similar public announcement that in any way makes any reference to us or PROCLAIM without our prior written consent, which consent may be withheld in our sole discretion. 19. Force Majeure. Our performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control. 20. Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify, or place any construction upon or on any of the provisions of this Agreement. 21. Assignment. You may not assign this Agreement or any of your rights or delegate any of your obligations under this Agreement, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void. Subject to such restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. 22. Waiver. Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. 23. Entire Agreement. This Agreement and the Revenue Share schedule represents the complete agreement and understanding between us and you and supersedes any other oral or written communications or understanding between us and you regarding the subject matter hereof. No amendment or modification to this Agreement will be binding upon us unless agreed to by an authorized representative of us.