

T&C BEST DEALS

Please read these Terms of Use (Terms) completely before using 'Best Deals'. The Terms set forth the legally binding terms and conditions for your use of the Services.

The Partner Cashback (the "Program") and the Services are provided to you by SANUSLIFE, through which you access the Program and the Services. The Program includes software, services, referral links, websites, features, content, browser extensions, shopping directories, tools and mobile applications that we offer directly or through integration with third party services (the "Services"). The Program allows users of the Program and Services to earn Cashback on qualifying purchases from participating merchants. For purposes of this Agreement, "Cashback" means any incentives you may earn through the Program, including cash back, rebates, digital coupons, and other reward or loyalty mechanisms.

These Terms apply only to the Services managed and operated by SANUSLIFE. These Terms do not apply to Services used by you that are provided by a partner or a third party and are subject to the partner's or third party's terms of use.

These Terms constitute a legally binding agreement (the "Agreement") between each person participating in the Program or using the Services ("you"), on the one hand, and SANUSLIFE ("we" or "us"), on the other hand.

By enrolling and continuing to use the Services, you acknowledge that you have read and understand this Agreement and that you agree to be bound by all of the terms and conditions contained herein.

You also acknowledge that you have had the opportunity to read our Privacy Policy and that you agree to be bound by its terms. If you do not agree to all of the terms of this Agreement, you may not participate in the Cashback Program and/or use the Services. Your participation in the Program is at our and our partner's discretion.

Acceptance of Terms. By registering with SANUSLIFE for and/or using the Services, you agree to be bound by these Terms and any other operating policies posted from time to time within the Services, each of which is noted by reference and may be updated from time to time without notice to you.

THIS AGREEMENT CONTAINS (1) AN ARBITRATION CLAUSE; (2) A WAIVER OF THE RIGHT TO BRING A CLASS ACTION LAWSUIT AGAINST US; AND (3) A RELEASE FROM ANY AND ALL CLAIMS FOR DAMAGES AGAINST US THAT MAY ARISE FROM YOUR USE OF THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU AGREE TO THESE TERMS.

§ 1 Eligibility

You represent and warrant that you are at least eighteen (18) years old and of legal age. If you are under eighteen (18) years of age, you may not use SANUSLIFE or the Services under any circumstances or for any reason. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms comply with all laws, rules and regulations applicable to you, and the right to access the Services will be revoked if these Terms or use of the Services is prohibited or if offering, selling or providing the Services conflicts with any applicable law, rule or regulation. In addition, the Services are provided solely for your use and not for the use or benefit of any third party.

§ 2 Cashback

The Services allow you to access Rewards (the SANUSCREDITS) and collect Rewards, subject to the policies contained herein. For the avoidance of doubt, the Rewards covered by this Program and processed through the Services are not a gift certificate, gift card or prepaid card for general use.

- (1) The Services may include cashback = SANUSCREDITS, referral compensation earned through the creation of actionable links (referred to herein as a "Link") for one or more "Merchants" (which may include, for example, online retailers of products, services or content). Links may be embedded in browsers or other forms of digital communication and may direct you, or direct recipients with whom you share the link, to one or more merchants. Links are configured to track transactions and attribute them to you so that you can receive a reward when you or someone you send a link to completes a transaction with a merchant.
- (2) Some transactions may not earn SANUSCREDITS or the cashback rate may differ from the rate/percentage displayed by the Service. You are not guaranteed to receive a reward for a transaction even if you (i) share a link (ii) take an action to activate cashback (iii) receive a notification from the Service (iv) you or your recipients complete a transaction, or (v) you receive confirmation from the Service of a successful transaction. (vi) Even if the Services indicate that a transaction is eligible or has been confirmed, transactions may not be eligible for an award without notifying you for a variety of reasons:
 - 1) Merchants may change terms, conditions or commission rates;
 - 2) Merchants may discontinue their programs.
 - 3) Merchants may exclude certain products from premium eligibility.
 - a. Merchants may experience technical malfunctions that result in

transactions not being tracked or attributed to you. Links may not function properly. Tracking links may stop working during transmission if you share them with others. Links may be altered or disabled by web browsers or ad blockers. Merchants may reject transactions based on suspected policy violations. The communication channel or browser used to activate or share the link may modify or block the link, modify the tracking code, or remove the tracking code.

- b. We reserve the right, in our sole discretion, to withhold, cancel or adjust the amount of any premium or premium payment for any reason at any time. By using the Services, you accept this condition. In addition, we may, in our sole discretion, determine how often you may receive a Reward. We reserve the right to cancel, modify or limit the Services at any time, and we reserve the right to apply such changes retroactively to any Rewards that have been accrued but not yet paid out.
- c. Some rewards come from marketing fees that a merchant pays to us. Merchants may have holdback periods in which they withhold an outstanding payment for a specified period of time, for example, until the expiration of a right of return and/or until a service is used. If we are not paid by a merchant for a transaction Merchants are not paid for a transaction, we are not obligated to grant you a premium for that transaction. We will not grant you a premium until a transaction has been successfully tracked and completed and we have received payment for that specific transaction from the merchant. If for any reason or no reason the merchant pays less than the expected amount or no commission for the transaction, we reserve the right to adjust or cancel the premium at our sole discretion.
- d. Some Rewards may include coupons, discounts or promotions from Merchants ("Offers"). We do not guarantee that Merchants will honor Offers. Offer codes may be expired or invalid. Offers may not be valid for your transaction due to exclusions, terms and conditions set by Merchants.
- e. The reward amount to which you may be entitled will be determined by us in our sole discretion. We reserve the right to change the portion of commissions we may earn if you shop at Best deals and complete a purchase of Eligible Products from Participating Merchants (or if you share a Link with a recipient who completes an Eligible Transaction through the Link), this may generate an outstanding Premium that is conditional until confirmed as described herein.
- f. We may change or cancel an outstanding premium for the following reasons including, but not limited to: Chargebacks, product returns, duplicate postings or other posting errors, non-payment by Merchant, transactions not made in good faith, Merchant's failure to receive payment from Buyer or refund payment to Buyer, our inability to

contact you to validate transactions, your dissemination of links through unauthorized channels, or your failure to comply with the terms and conditions of third party vendors or affiliate networks. Merchants may change or terminate their program, merchants may stop being associated with the services.

- g. We may be forced to cancel rewards due to restrictions imposed by certain merchants that prohibit payments to users residing in certain regions for tax or other reasons.
- h. To prevent fraudulent use of the Services, we may attempt to contact you to verify your account and determine whether you are using acceptable promotional methods.
- i. SANUSCREDITS Compensation remains outstanding until the traders distribute the compensation. This takes up to 45 days on average.
- j. You agree that we have the right, but not the obligation, to collect all reward payments from Merchants on your behalf. You agree that we have no special relationship or fiduciary duty to you and you acknowledge that we have no obligation to take any action regarding the collection of payments from merchants.

§ 3 Use of link

- (1) You should not edit, remove or modify any element in a link. Modifying the link may invalidate it or cause it to become non-functional.
- (2) Certain communication platforms may block, modify, or otherwise disable a Link so that tracking and attribution are no longer possible.
- (3) In this case, no reward can be earned.
- (4) Some merchants may place cookies (or other forms of tracking beacons) on your device to recognize your device on a subsequent visit. This may allow the sender of the link to earn a reward for transactions that occur after the first click on a link. If you or those who click on your shared link block or delete cookies, tracking and attribution may not work, in which case no premium will be earned.
- (5) We reserve the right, without notice to you, to add or remove merchants, change merchant commission rates, and determine which merchant we will forward a link to.

§ 4 Account, settings, notifications

- (1) Please be sure to follow the instructions to authenticate your account. This may include submitting your cell phone number and entering the verification code we send you. Authentication may also be done in other ways, depending on the requirements of third parties that integrate the Services with their applications. Our ability to assign Rewards to you may

depend on you authenticating your user account and linking your device to your account.

- (2) You are responsible for all use and activity of your account and for any loss, theft or unauthorized disclosure of your account information.
- (3) By using the Services, you agree and grant us the right to send you emails, text messages, app notifications, and other forms of communication related to your account, customer service requests,
- (4) Reward status, payment information, promotional opportunities and third party communications..

§ 5 Third party – services

- (1) We do not endorse, warrant or guarantee the products, services or content of any merchant or other third party. We are not an agent or broker or otherwise responsible for the activities, policies, products or services of Merchants. If you use the Services to access Merchants or other third parties, you do so at your own risk. These merchants and other third parties are not under our control, and you acknowledge and agree that we are not responsible or liable, directly or indirectly, for any content, functionality, accuracy, transactions, legality, privacy policies, practices, terms of use, prices, offers, rates, opinions expressed, appropriateness or other aspects of such third parties. We do not guarantee that the product details, pricing, coupon availability or other terms of service, rates or rewards offered by any particular merchant or other third party linked through our Service are in fact the terms offered or made available to you. We encourage you to be aware when you use a link to a third party and to read the terms, conditions, and privacy policies of any third party website or service you visit or use.
- (2) You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such transaction, purchase, content, goods or services available on or through any such Merchant or Third Party. By using the Services, you release us from, and hold us harmless from, any and all liability arising out of your use of any Merchant or Third Party Site or Service. In the event of a dispute between you and a merchant or third party, you agree that we have no obligation to represent your interests in any way.
- (3) To the extent permitted by applicable laws and regulations, you release SANUSLIFE, its officers, employees, agents and assigns from claims, demands and damages of any kind, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of the Services.

§ 6 Third party services t&c

The Service may include third party software and may interact with third parties, including but not limited to merchants and affiliate networks. Links to the terms and conditions of third party affiliate networks are incorporated into these Terms and are made a part of this Agreement by reference. BY ACCEPTING THIS AGREEMENT, YOU ALSO ACCEPT THE ADDITIONAL TERMS AND CONDITIONS, IF ANY, CONTAINED HEREIN. In the event of any conflict between our Terms and the Third Party Terms, these Terms will prevail.

§ 7 Downtimes and interruptions of service

Your access to and use of the Services may be interrupted for the duration of any planned, unplanned or unforeseen outage, suspension or other unavailability for any reason and in our sole discretion, including, but not limited to:

- (1) as a result of power outages, system failures or other interruptions,
- (2) for scheduled and unscheduled downtime to allow for maintenance or changes to the Services,
- (3) in the event of a denial of service attack or other attack or event that we determine poses a risk to us, you or any of our users, customers or licensees; or
- (4) if we determine that a Service is prohibited by applicable law or we otherwise determine that it is necessary or advisable to do so for legal or regulatory reasons. We will not be liable for any damages, liabilities, losses (including loss of data or profits) or other consequences that you may incur as a result of downtime, interruptions or other unavailability of the Services. We cannot always foresee or anticipate technical or other difficulties that may result in the inability to retrieve data or the loss of data, settings or other service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery.

§ 8 Termination - notice

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of the Services and the cancellation of any unpaid rewards. All provisions of these Terms that by their nature should survive termination shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnification and limitations of liability.

§ 9 Other

- (1) **Overall agreement and separability.** These Terms constitute the entire agreement between you and us with respect to the Services and supersede

all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid **Entire Agreement and Severability**, such provision shall be limited or waived to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. The failure of either party to exercise any right provided for herein in any respect shall not be deemed a waiver of any further rights under these Terms and Conditions.

- (2) **Force majeure.** We shall not be liable for any failure to perform our obligations under this Agreement if such failure is due to any cause beyond our reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation.
- (3) **Feedback.** You agree that we may use your feedback, suggestions or ideas in any way, including in future modifications to the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully royalty-free license to use the feedback you provide in any form.
- (4) **Changes.** We reserve the right, in our sole discretion, to modify or replace these Terms or to modify, suspend or discontinue the Services at any time by posting updates and/or changes on the Services or by sending you notice through the Services, by email, or by any other appropriate electronic means of communication. We may also introduce, limit certain features and services, or restrict your access to parts or all of the Services without notice or liability. You are responsible for familiarizing yourself with any such changes by periodically reviewing these Terms for changes. Your continued use of the Services following notification of changes to these Terms will constitute your acceptance of such changes.
- (5) **Assignment.** These Terms are personal to you and are not assignable, transferable or sublicensable without our prior written consent. We may assign, transfer or delegate any of our rights or obligations under these Terms without your consent to.
- (6) **Representation.** These Terms do not create any agency, partnership, joint venture or employment relationship, and neither party is in any way authority to bind the other party in any respect.