

Olio Services Business Solutions Agreement

THIS OLIO SERVICES BUSINESS SOLUTIONS AGREEMENT (THE 'AGREEMENT') CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND OLIO. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH THE REGISTER OR ELECT TO USE A SERVICE (IN EACH CASE, THE 'ELECTED COUNTRY').

As used in this agreement, 'we', 'us', and 'Olio' means the applicable Olio Contracting Party and any of its applicable Affiliates, and 'you' means the applicant (if registering for or using a service as an individual), or the business employing the applicant (if registering for using a service as a business) and any of its Affiliates. If there is a conflict among terms in the sAgreement, the program Policies will prevail over any applicable Service Terms and General Terms, and the applicable ServiceTerms will prevail over the General Terms.

1. Enrollment

You must complete the registration process for one or more services. As part of the application, you must provide us with your (or your business) legal name, address, phone number and e-mail address. We may at any time cease providing any or all of the Services at our Sole discretion and without notice.

2. Terms and Termination

The term of this Agreement will start on the date of your completed registration for or use of a Service, whichever occur first, and continue until terminated by us or you as provided in this Agreement (the 'Term'). We may terminate or suspend this Agreement for any reason at any time by notice to you.

3. License

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of Olio Associated Properties.

4. Indemnification

You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorney's fees) (each, a 'Claim') arising from or related to: a) your actual or alleged breach of any obligations in this Agreement; b) any of Your Sales Channels other than Olio Sites and Partners, Your Products (including their offer, sale, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; c) Your Taxes. You may not consent to the entry of any judgement or enter into any settlement of a claim without our prior written consent, which may not be unreasonably withheld.