

WSSDEALS.COM/WEBSTYLESHARE.COM
OF GIANTREFERRALS.COM

LICENSE AND SERVICES AGREEMENT

PLEASE READ CAREFULLY:

BY ACCESSING OR USING ALL OR ANY PORTION OF WSSDEALS.COM (“**SOFTWARE**”), SUCH OTHER FUTURE UPDATES TO THE SOFTWARE, NEW SOFTWARE AND SERVICES WHICH MAY BE RELEASED FROM TIME TO TIME BY GIANTREFERRALS.COM AND OUR WEBSITES WWW.WSSDEALS.COM AND OR WSSDEALS.COM (COLLECTIVELY KNOWN AS “**WSSDEALS.COM**”) WHICH IS OWNED BY GIANTREFERRALS.COM (“**We**”, “**Us**” and “**Our**”), YOU AS THE LICENSEE (“**You**” or “**Your**”) ACCEPT THIS LICENSE AND SERVICE AGREEMENT (“**AGREEMENT**”) ON BEHALF OF THE ENTITY FOR WHICH YOU ARE AUTHORIZED TO ACT (E.G., AN EMPLOYER) AND ACKNOWLEDGE THAT SUCH ENTITY IS LEGALLY BOUND BY THIS AGREEMENT (AND YOU AGREE TO ACT IN A MANNER CONSISTENT WITH THIS AGREEMENT) OR, IF THERE IS NO SUCH ENTITY FOR WHICH YOU ARE AUTHORIZED TO ACT, YOU ACCEPT THIS AGREEMENT ON BEHALF OF YOURSELF AS AN INDIVIDUAL AND ACKNOWLEDGE THAT YOU ARE LEGALLY BOUND BY THIS AGREEMENT, AND (II) YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY (IF ANY) OR YOURSELF. YOU MAY NOT ACCEPT THIS AGREEMENT ON BEHALF OF ANOTHER ENTITY UNLESS YOU ARE AN EMPLOYEE OR AGENT OF SUCH OTHER ENTITY WITH THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF SUCH OTHER ENTITY.

IF YOU ARE UNWILLING TO ACCEPT THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY OR YOURSELF AS AN INDIVIDUAL (IF THERE IS NO SUCH ENTITY), DO NOT CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE THIS AGREEMENT, AND DO NOT ACCESS, OR USE ANY PORTION OF WSSDEALS.COM.

Your agreement with Us includes this Agreement, Our Privacy Policy, Terms of Use and Cookie Policy (This Agreement, Privacy Policy, Terms of Use and Cookie Policy and any additional terms that You agree to, shall be read and construed together collectively as the “**Agreements**”).

IMPORTANT NOTE: To the extent that the Software may be used to reproduce, modify or publish or distribute materials, it is licensed to You only for reproduction, modification, publication or distribution of non-copyrighted materials, materials in which You own the copyright, or materials You are

authorized or legally permitted to reproduce, modify or publish. If You are uncertain about Your right to copy, modify, publish or distribute any material, You should contact Your legal advisor immediately.

1. GRANT OF GENERAL LICENSE

We grant You a limited, non-exclusive, revocable License to make use of WSSDEALS.COM in accordance with this Agreement.

2. GRANT OF INDEPENDANT RESELLER LICENSE (Reseller Affiliate)

We grant those who choose to pay our Annual Reseller Licensing fee a limited, revocable Reseller Affiliate License. The Reseller License allows affiliates to earn income by selling participation in our existing advertising campaigns as well as earn recruiting fees referring new Reseller affiliates who pay our annual License fee. Earnings for both sales and recruiting are determined by the company and are subject to change without notice. The granting of a reseller license does not, in any way, constitute partnership, joint venture, employment or agency relationship between You and the company and, as such, does not entitle the independent reseller to any benefits thereof.

3. RESELLER AFFILIATE PAYMENTS

Payments to Reseller Affiliates will be made within 45 Days of generated sales. Payments will be made by PAPYAL, CHECK, or other Electronic payment processing as determined by the company. . (Refer to the Reseller Earnings addendum for Payment amounts.)

4. RESIDUAL RESELLER AFFILIATE PAYMENTS

Licensed resellers, in good standing, receive residual income for the renewal of month to month advertisers, annual advertisers, and their recruited Affiliate Resellers who renew their License. (Refer to the Reseller Earnings addendum for Payment amounts.)

5. TERMINATION OF RESELLER LICENSE

Reseller Affiliate Licenses may be revoked at any time and for any reason including but not limited to the non-payment of the Annual Reseller Licensing fee, unsavory sales practices, doing or posting anything that could be construed as harmful or detrimental to the company as determined by the company, sale of the company or product.

In the event that a Reseller Affiliate License is not renewed (within 30 days of expiration), revoked, or terminated for any reason, residual earnings on previous sales of both advertisement space and Reseller Recruits will immediately and permanently cease.

6. TERM OF AGREEMENT

This General license shall remain in effect until and unless terminated by You or WSSDEALS.COM in accordance with Section 6 (“**Term**”).

7. USER GENERATED CONTENT

- a. During the course of Your use of WSSDEALS.COM, You may post and upload User Content (as defined below) subject that You agree not to submit User Content that: -
 - i. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal;
 - ii. may create a risk of any other loss or damage to any person or property;
 - iii. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
 - iv. may constitute or contribute to a crime or tort;
 - v. contains any information or content that We deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, hostile, violent, or that which provokes violence or hostility, profane, or otherwise objectionable;
 - vi. contains any information which discriminates against others based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin;

- vii. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- viii. contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships; or
- ix. contains any information or content that You know is not correct and current.

For avoidance of doubt, user content is defined as content to include but not limited to pictures and text as shared through WSSDEALS.COM ("**User Content**").

- b. You promise that, with respect to any User Content You upload and post via WSSDEALS.COM, You have the right to upload and post such User Content, and such User Content, or its use by WSSDEALS.COM as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of You or Your User Content entity or individual without express written consent from such individual or entity.
- c. We have no obligation to, monitor, review, or edit User Content. In all cases, We reserve the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Our sole discretion, violates the Agreements. We may take these actions without prior notification to You or any third party. Removal or disabling of access to User Content shall be at Our sole discretion, and We do not promise to remove or disable access to any specific User Content.
- d. Upon notice from Us, or upon Your knowledge that any User Content is subject to a threatened, potential or actual claim of infringement of another's right for which We may be liable, You must immediately and at Your own expense (i) stop using the User Content; (ii) delete or remove the User Content from Your premises, computer systems and storage (electronic or physical); (iii) ensure that Your clients, printers or ISPs do likewise; and (iv) let Us know in writing. You are solely responsible for all User Content that You upload and post. We shall not be responsible for User Content nor do We endorse any opinion

contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

GENERAL USER GUIDELINES

- . During the Term of Your use of WSSDEALS.COM, You shall not: -
 - . copy, redistribute, reproduce, “rip”, transfer, or make available to the public any part of WSSDEALS.COM which is not expressly permitted under the Agreement or applicable law or which otherwise infringes the intellectual property rights (such as copyright) of WSSDEALS.COM or any part of it;
 - i. use WSSDEALS.COM to import or copy any local files You do not have the legal right to import or copy in this way;
 - ii. reverse-engineer, decompile, disassemble, modify, or create derivative works based on WSSDEALS.COM or any part thereof unless permitted by applicable law;
 - iii. circumventing any technology used by WSSDEALS.COM, its licensors, or any third party;
 - iv. selling, renting, sublicensing or leasing of any part of WSSDEALS.COM;
 - v. manipulating WSSDEALS.COM by using a script or other automated process;
 - vi. removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through WSSDEALS.COM (including for the purpose of disguising or changing any indications of the ownership or source of WSSDEALS.COM);

- vii. providing Your password to any other person or using any other person's username and password; and
- viii. "crawling" WSSDEALS.COM or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from Us.
- ix. providing links to sites that may contain viruses, malware, or phishing software.

TERMINATION OF GENERAL LICENSE

- . This license is effective until it is terminated. You can terminate this Agreement by destroying the User Content, along with any copies or archives of it or accompanying materials (if applicable) and ceasing to use WSSDEALS.COM.
 - a. WSSDEALS.COM can terminate this Agreement without advance notice to You if You fail to comply with any of the terms and conditions of the Agreement. Upon such termination, You must immediately (i) cease using WSSDEALS.COM for any purpose; (ii) destroy or delete copies and archives of the User Content or accompanying materials; and (iii) requested, confirm to Us in writing that You have complied with all these requirements.
 - b. We reserve the right to revoke or amend this Agreement granted to You at any time and for any reason

REFUNDS

- a. NO REFUNDS. Payments made for Advertising, Licensing, or any other products or services offered by the company are all non-refundable.

TRADEMARKS AND COPYRIGHT

- . All proprietary and intellectual property rights whatsoever in and to the service marks, trade names, logos and other commercial designations relating to WSSDEALS.COM, WEBSTYLESHARE.COM OR GIANTREFERRALS.COM (collectively "WSSDEALS.COM Trademarks") belong to and vest in Us absolutely and You shall not have nor claim any

adverse rights, title or interest in or to the WSSDEALS.COM, WEBSTYLESHARE.COM OR GIANTREFERRALS.COM Trademarks.

- a. We reserve all rights of ownership and control over the WSSDEALS.COM Trademarks and the right to restrict any use which We in Our sole discretion believes poses a serious threat or could be detrimental to the WSSDEALS.COM, WEBSTYLESHARE.COM OR GIANTREFERRALS.COM Trademarks and Our goodwill and reputation.

CONFIDENTIALITY

By virtue of this Agreement, We may have access to information that is confidential to You and vice-versa ("Confidential Information"). Confidential Information shall include without limitation WSSDEALS.COM and such other information clearly identified as confidential. Any source code, techniques and trade secrets including but not limited to the development of WSSDEALS.COM are included within the definition of Confidential Information insofar as it relates to.

- a. Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.
- b. In the event the receiving party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the disclosing party, the receiving party shall use commercially reasonable efforts to: (i) promptly give notice, if permitted, to the disclosing party in order to enable the disclosing party to seek a protective order or other remedy; (ii) consult with the disclosing party with respect to the scope of the request or legal process to the extent possible; and (iii) limit any such disclosure to the extent necessary and required.

DISCLAIMER

WSSDEALS.COM IS PROVIDED "AS IS, AS AVAILABLE, WITH ALL FAULTS" BASIS AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS

AGREEMENT, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH WSSDEALS.COM IS TO STOP USING WSSDEALS.COM. WHILE WE ACCEPT NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO WSSDEALS.COM, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE WSSDEALS.COM, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER WE HAVE BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO WSSDEALS.COM, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO US DURING THE PRIOR TWELVE (12) MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

SERVICE LIMITATION AND RESTRICTIONS

We will make reasonable efforts to keep WSSDEALS.COM operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, We reserve the right, periodically and at any time, to modify or

discontinue, temporarily or permanently, functions and features of WSSDEALS.COM, with or without notice, all without liability to You, except where prohibited by law, for any interruption, modification, or discontinuation of WSSDEALS.COM or any function or feature thereof. Notwithstanding the foregoing, You understand, agree, and accept that We have no obligation to maintain, support, upgrade, or update WSSDEALS.COM, or to provide all or any specific content through WSSDEALS.COM. This section will be enforced to the extent permissible by applicable law. We may, from time to time, remove any such User Content without notice to the extent permitted by applicable law.

INDEMNITY

Notwithstanding anything to the contrary in this license, You agree to fully defend, indemnify and hold Us and its officers, directors, employees, owners, agents, representatives, licensors, and anyone else associated with Us and each of their successors, (sub)licensees (other than You), and assigns free and harmless from any and all claims (including, without limitation, third party claims), liabilities, costs, losses, damages, or expenses, including reasonable attorneys' fees and expenses, arising in connection with Your use of WSSDEALS.COM or any breach or alleged breach of any representation, warranty, or other promise / obligation made by You in this Agreement.

MISCELLANEOUS

. Assignment

You may not assign or transfer to anyone the rights granted to You in this Agreement, without Our prior written consent and any attempted or actual assignment or transfer thereof shall be null and void. We reserve the right to assign the whole or any part of this Agreement without Your consent.

a. No Waiver

Any failure on Our part to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

b. Notice

Except as otherwise provided in this Agreement, all notices or other communications must be in writing (email being deemed as an acceptable form) and will be deemed to have been duly given when delivered (with written confirmation of receipt) or by electronic mail or electronic transmission in comprehensible form to the other party at its email or network address. All notices to Us shall be addressed to the attention of info@wssdeals.com.com.

c. No Partnership

Nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship between You and Us.

d. Force Majeure

We shall not be liable for any delays in performance of WSSDEALS.COM and Our obligations under this Agreement for causes beyond its reasonable control, including but not limited to fire, flood, epidemic, strike, act of God or public disorder.

e. Entire Agreement

You acknowledge that You have read this Agreement, understood it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between You and Us, which supersedes any proposal or prior agreement, oral or written, and any other communication between You and Us relating to the subject of this Agreement.

f. Severability

Should any provision of this Agreement be held to be void or invalid, that fact will not affect any other provision, and the remainder of this Agreement will be construed to most closely give effect to the parties' intentions.

g. Governing Law and Dispute Resolution

The establishment, effectiveness, interpretation and execution of this Agreement shall all be governed by the laws of Hong Kong, subject to its jurisdiction, and without regard to the conflict of laws principles.

All disputes arising in connection with the performance of this Agreement shall be settled through friendly negotiations. If the parties are unable to resolve any such dispute within thirty (30) days after the commencement of negotiations, the parties agree to submit the dispute to for arbitration in the state of New Jersey (USA) The number of arbitrators shall be one (1). The language of the arbitration shall be English. The arbitral award shall be final and binding upon both parties.