

Eternal Friend Home Niche Independent Affiliate Terms & Conditions

Effective Date: January 1, 2023

This website (the "Website") is operated by Columbarium by Design, LLC, a Texas limited liability company d/b/a Eternal Friends Home Niche, The Eternal Niche, The Country Niche and The Garden Niche ("EFHN") and provides online information regarding various products sold and marketed by EFHN, including, but not limited to In-Ground Niches, Memorial Accessories, and Engraving Services. (the "Products and Services").

These Independent Affiliate Terms and Conditions (the "Terms and Conditions") are in addition to any other agreements between you ("You" or the "Affiliate") and EFHN, including any affiliate agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by EFHN.

General

The Website may include or make available certain content (the "Content"). Content includes, without limitation: (1) access to EFHN's catalog, Product prices, available inventory; (2) quotations for Products and Services; (3) company names, logos, products and service names, trade names, trademarks and services marks (collectively, "Marks") owned by EFHN; (4) any models, plans, renderings, images, 3d images, and any other file, document or information related to a Product or sale of a Product; and (5) any other information, content, services, or software.

Accounts and Registration

You are responsible for all use of your account, including use of your account by other members of your household/business. By allowing others to access your account, you agree to be responsible for ensuring that they comply with these Terms and Conditions, and you agree to be responsible for their activity using the Services.

All registration information you submit must be accurate and updated. You are responsible for all use of your account, including unauthorized use by any third-party. As such, you must ensure the security and confidentiality of your password and account. You will not have to reveal it to any EFHN representative. Please notify us if you suspect any unauthorized use of your account.

EFHN may offer the account holder certain rights, including the right to access information about and delete the account and all associated profiles. You may find information on how to exercise these rights by logging in on the EFHN Site and viewing your account details.

Acceptance of Terms and Conditions

By using the Service and the Content of EFHN's website, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein.

Disclaimer and Limitations of Liability

The Content, Website and Services are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, EFHN and the third-party providers expressly disclaim all warranties of any kind with respect to the Content and the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. EFHN does not guarantee the accuracy, timeliness, completeness, or usefulness of any Content. You agree to use the Content and the Service only at your own risk.

EFHN does not explicitly or implicitly endorse or approve any third-party content.

EFHN IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EFHN OR ANY THIRD-PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.

Additional Rights and Duties of EFHN and You

The following additional Terms and Conditions become effective and applicable at the time that you submit your information through EFHN’s website and accepting these Terms & Conditions by checking the appropriate box. At which time You become an Affiliate and Affiliation is set (the “Affiliation”) as further explained hereafter.

1. Representation.

(a) EFHN hereby grants to the person or business accepting these Terms and Conditions the non-exclusive right to act as EFHN affiliate to refer potential customers to buy EFHN Products and services from EFHN’s website (the “Website”). Although Affiliate is authorized to solicit business from customers, any and all orders from such customers shall be subject to the approval of EFHN.

(b) Nothing will prevent EFHN from selling the products anywhere. In the case of a conflict regarding perspective customers, EFHN will defer to Affiliate if it is determined by EFHN, in its sole and absolute discretion that Affiliate had been in significant contact with the perspective customer.

(c) The Affiliate acknowledges and agrees to cooperate with EFHN in providing assistance with Product and Services knowledge and training to assist in the promotion of the sale of the Products and Services.

2. Media License and Use.

- (a) Grant of limited license – For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, EFHN hereby grants the Affiliate a non-exclusive, royalty free license to the Licensed Media. For purposes of this Affiliation Licensed Media means all media content of any kind now, or hereafter during the term of this Affiliation, owned by EFHN including, but not limited to, images, renderings, animations, photographs, videos, audio recordings, and digital and online content.
- (b) Right to restrict – EFHN hereby reserves the right to control and manage the Licensed Media and to enforce all necessary and proper rules for the management and operation of the same. The management of EFHN shall have free access at all times to all Licensed Media issued to and in the possession of the Affiliate. EFHN shall have the right and full discretion to limit or revoke the Affiliate’s use of any or all of the Licensed Media at any time. Notice as to such limitation or revocation by e-mail shall be sufficient for the purposes of this agreement.
- (c) Use and alterations – The Affiliate is not allowed to use the Licensed Media other than for legal purposes, and it is not allowed to alter or modify the Licensed Media in any way, shape, or form.
- (d) Approval – Before using or publishing any material produced by the Affiliate where the Licensed Media may be shown, the Affiliate must present the materials to EFHN for review and approval and perform any reasonable modification EFHN may request to comply with the EFHN’s Licensed Media guidelines. EFHN written approval for use or publishing is required.
- (e) Assignment – This agreement is personal to the Affiliate. Neither this Affiliation nor the rights granted under it may be assigned or transferred by the Affiliate without the express written permission of EFHN.
- (f) Miscellaneous – All matters not authorized expressly by these Independent Affiliate Terms and Conditions shall be reserved at the discretion of EFHN. Credits must accompany the use of the media as “Courtesy of The Eternal Niche”. If the property is registered as intellectual property (® ™ or ©), the material must be accompanied by the appropriate symbol. If copyrighted, the material must read “© 2023 The Eternal Niche”.

3. Marketing. Affiliate shall have the following obligations with respect to the marketing and distribution of EFHN’s Products and Services:

- (a) To use its best efforts to further the promotion, marketing, sale, and installation of EFHN’s Products and Services. Specifically, the Affiliate shall diligently undertake to advertise the Products and Services. EFHN has the right to require Affiliate use EFHN’s brochures, marketing materials, electronic graphics, and images. For any such physical or tangible marketing material, EFHN may require the Affiliate to pay fifty percent (50%) of the cost of such marketing material. Further, EFHN may require Affiliate to include on Affiliate’s website a graphic including EFHN’s logo or trademark demonstrating that Affiliate is

an authorized affiliate. The affiliate may utilize such advertising materials to promote sales of the Products and Services and in preparing its own advertising materials. All expenses incurred by the Affiliate with respect to creating advertising materials and advertising the Products and Services shall be borne by the Affiliate. At its sole and absolute discretion, EFHN may absorb whole or part of these expenses.

(b) If applicable, to maintain an adequate and balanced inventory of Products, supplies, and spare parts;

(c) To promptly respond to all inquiries from customers, including complaints, process all orders, and effect all shipments of Products;

(d) To diligently investigate all leads with respect to potential customers referred to it by EFHN;

(e) To participate actively in sales or merchandising programs prepared by EFHN; to participate in all fairs and exhibitions near the Affiliate's place of business where such participation will, in the judgment of EFHN, promote the Products and Services.

(f) The Affiliate must not advertise the Products and Services in a misleading, inaccurate, or false manner. If Affiliate advertises the Products and Services in a misleading, inaccurate or false manner then Affiliate must indemnify and defend each of EFHN and its employees, agents, and representatives (collectively, the "Buyer Indemnitees") against, and must hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees that result from such advertisement.

4. Sales Policies. The prices, charges, and Terms and Conditions of sale regarding the Products and Services (hereinafter referred to as the "Sales Policies") shall be established by EFHN. The Sales Policies shall be those currently in effect and established from time to time by EFHN in its price sheets, bulletins, website, and other authorized releases by EFHN. In addition to any such policies and not in substitution thereof, Affiliate shall not create, nor use any marketing, promotional or other materials for use in performing its duties hereunder that have not been provided by EFHN or EFHN has granted written approval of use of the same prior to their use. Written notice of each Sales Policy change shall be given by EFHN to the Affiliate. EFHN shall not exercise any control over scheduling, sales practices, methods, techniques or any other details connected with the rendition of Affiliate's services and/or the services of Affiliate's salespersons, employees, agents, and representatives, provided that the Affiliate represents and warrants that it and its salespersons, employees, agents and representatives shall comply with the Sales Policies and all applicable laws, regulations, and policies as to sales practices, techniques and methods used in connection with the rendition of sales and marketing services pursuant to the Terms and Conditions of these Affiliation.

5. Affiliate's Obligations.

(a) Affiliate assumes full responsibility for all costs and expenses which it incurs in conducting its obligations under these Terms and Conditions, including but not limited to all rentals, salaries, commissions, advertising, demonstration, travel, and accommodation expenses without the right to reimbursement for any portion thereof from employees, agents, and representatives.

(b) The Affiliate shall use its best efforts to effect maximum sales of the Products and Services in a manner that enhances the business, good name, good will and reputation of EFHN and in a manner that complies with all applicable laws. Affiliates shall promote and solicit orders for EFHN Products and agree to work diligently and faithfully to secure orders for the Products and Services from Authorized Customers.

(c) The Affiliate shall keep EFHN informed of market conditions concerning the Products and Services and of prices for products similar to the Products and Services. The Affiliate shall advise and suggest to EFHN any possible changes or modifications to the Products and Services that would, in its opinion, render the Products and Services more marketable. EFHN shall, in its sole discretion, accept or reject such suggestions.

(d) Affiliate shall not, without EFHN's prior written approval, alter, enlarge, or limit approved orders, make representations, or guarantees concerning the Product and Services not approved in writing by EFHN, accept the return of Products and Services or make any allowance for the Products and Services.

(f) Affiliate agrees to cooperate with EFHN in dealing with any customer complaints concerning the Products and to take any action requested by EFHN to resolve such complaints. The affiliate also agrees to assist EFHN in arranging for any customer warranty service.

6. Relationship Created.

(a) Nothing contained in these Affiliate Terms and Conditions shall be construed in any manner as creating an employer/employee relationship, agency, partnership, joint venture or any other relationship between EFHN and Affiliate except that of independent contractors. EFHN is interested only in the results obtained by the Affiliate, who, subject to Paragraph 2 above, shall have sole control of the manner and means of its performance under these Affiliate Terms and Conditions. Affiliate shall maintain its own office or other place of business from which it will conduct the duties, services and responsibilities required of it under these Affiliate Terms and Conditions, and Affiliate represents and warrants to EFHN that it has a substantial investment in such facilities. EFHN shall not have the right to require its Affiliate to do anything that would jeopardize the independent contractor relationship between EFHN and Affiliate.

(b) All expenses incurred, and disbursements made by Affiliate in performing its duties, services, and responsibilities pursuant to these Affiliate Terms and Conditions shall be borne wholly and entirely by Affiliate. Affiliate shall provide its own form of transportation for performing its duties, services, and responsibilities pursuant to these Independent Affiliate Terms and Conditions.

(c) Affiliate does not have, nor shall Affiliate hold himself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon EFHN, unless EFHN shall consent thereto in writing. Designation by Affiliate as a "Sales Agent" or a "Sales Agency" shall not expand Affiliate 's limited authority to conduct the sales activities granted under these Independent Affiliate Terms and Conditions.

(d) Affiliate, at its sole cost and expense, shall have full authority to employ other salespersons, employees, agents, and representatives (hereinafter collectively referred to as "Employees") at such compensation and on such other conditions as Affiliate may deem proper to sell the

Products and Services for the term stated in Paragraph 7 of these Affiliate Terms and Conditions, provided that all such persons sign an acknowledgement of the limitation of their actions and representations as provided herein in these Independent Affiliate Terms and Conditions. Any employment contract, agreement or arrangement between Affiliate and such Employees shall further provide that the Employees are the employees of Affiliate and are to be paid by Affiliate alone, and that in employing such Employees, Affiliate is acting individually and not as a salesperson, employee, officer, owner, agent, representative, or attorney-in-fact for EFHN.

(e) Unless expressly permitted in writing by EFHN, Affiliate shall not represent, sell, or market products which directly compete or conflict with EFHN Product. If this non-competition clause is determined or deemed to be overly broad by a court of competent jurisdiction, it shall be deemed to be amended or revised to include such Terms and Conditions as the court considers reasonable and enforceable.

(f) All sales relating to orders solicited by Affiliate pursuant to these Affiliate Terms and Conditions shall be between EFHN and the customer, and Affiliate shall not acquire title to, or acquire any other right or interest in, the Products sold to such customer or the proceeds from such sales.

7. Affiliate 's Compensation. Affiliate will be paid a 10% commission on all sales orders initiated and completed at EFHN's website during the term that directly result from Affiliate's efforts such that the Affiliate is the procuring cause of the sale ("Eligible Sales Orders"). An Eligible Sales Order is completed, and a commission is earned once final payment in full has been received by EFHN from the particular customer through the EFHN's website. The 10% commission rate is applied to the gross amount of the sales price applicable to the tangible products sold as received from the particular customer, less all applicable non-product costs such as financial costs; bonding, surety, and insurance costs; testing costs; rebates; refunds; discounts; and deductions. Any payments by a customer for taxes or shipping will not be subject to a commission. Commissions payment is due 30 days following completion and payment of an Eligible Sales Order. The Affiliate must promptly notify EFHN of any discrepancies, errors or omissions relating to its compensation. Payments may be withheld or reduced by EFHN on account of breach by Affiliate of these Independent Affiliate Terms and Conditions.

8. Term.

(a) This affiliation may be terminated by either party by providing thirty (30) days written notice to the other party.

(b) If this affiliation shall terminate for any reason whatsoever, the Affiliate shall be entitled to receive its full compensations, determined and payable in accordance with provisions of these Terms and Conditions, with respect to orders solicited and accepted prior to the effective date of such termination, regardless of when the Products are shipped or invoices issued subject, however, to the full and final collection of payment for such sales, determined by EFHN in its sole and absolute determination.

During and after the term hereof, Affiliate agrees not to make oral or written statements regarding EFHN or its affiliates that are defamatory or calculated to harm EFHN or its business. Affiliate agrees that during the term hereof and (a) for a period of two years after the termination hereof not to solicit any employee of EFHN or its affiliates to terminate his or her employment with EFHN or such affiliates or to become employed by any other person or entity and (b) for a period of two (2) years after the termination hereof not to solicit any customer of EFHN with whom Affiliate had any contact during

the term hereof to purchase the goods or services of any person or entity whose products or services compete directly or indirectly with the products and services offered by EFHN and its affiliates.

9. Proprietary Information and Rights.

(a) Affiliate acknowledges that it will have access to certain confidential and proprietary information of EFHN, including, without limitation, customer lists, supplier lists, trade secrets, Product information, Product and Services creation techniques, copyrights, trademarks, patents, and other proprietary information regarding EFHN and the Products and Services (the "Confidential Information"), and that such Confidential Information constitutes valuable, special, and unique property of EFHN. Affiliate shall not, unless first authorized in writing by EFHN, either during or after the term of this Affiliation, disclose or use, whether directly or indirectly, any of such Confidential Information by any means to any person or entity for any reason or purpose whatsoever or use Confidential Information for any purpose other than to perform its duties under this Affiliation. Furthermore, Affiliate agrees that the Confidential Information is the sole and exclusive property of EFHN and any use contrary to this Section 9, will result in substantial and irreparable harm to EFHN.

(b) Affiliate may not use the name(s) "Columbarium by Design, LLC," "The Eternal Niche," "Eternal Friends Home Niche," "The Garden Niche," "The Country Niche," any derivative of the foregoing, or any trademark or trade name associated with the business, the Products, or services of EFHN (the "Company's Property"), except in connection with the solicitation of orders for the Product during the term of this Affiliation. Affiliate expressly acknowledges that all of EFHN's Property, whether legally registered or not, is EFHN's exclusive property and that Affiliate shall have no right, title, or interest in EFHN's Property during or after the term of this Affiliation. Affiliate represents that it has not sought to obtain, and agrees not to seek to obtain, registration of all or any portion of EFHN's Property in the Territory or elsewhere, and further agrees to discontinue all use of EFHN's Property from and after termination of this Affiliation. Immediately on the effective date of termination of this Affiliation, Affiliate shall return to EFHN all Confidential Information and all tangible media containing EFHN's Property, and permanently delete from any electronic, magnetic, optical, or other storage media, all Confidential Information and EFHN's Property and will deliver to EFHN a sworn statement to that effect. Affiliate agrees that any enhancement in the value of EFHN's Property, in the Territory or elsewhere, which results from the efforts of Affiliate, shall be for EFHN's sole benefit and shall not give rise to any further compensation to Affiliate or to any interest in EFHN's Property. The affiliate agrees to notify EFHN immediately of any infringement or imitation of EFHN's Property or the Products and Services, which comes to the attention of Affiliate during the term of this Affiliation.

(c) Affiliate shall not, without the prior written consent of EFHN, remove or alter any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products or containers or packages.

(d) EFHN reserves the right, in its sole discretion and without incurring any liability to Affiliate, to: (i) Alter the specifications for any Product or Service; (ii) Discontinue the manufacture of any Product or Service; (iii) Discontinue the development of any new product or Service, whether or not such product or Service has been announced publicly; or (iv) Commence the manufacture or development and sale of new Products or Services having features which make any Product or Services wholly or partially obsolete, whether or not Affiliate is granted any distribution rights in respect of such new products. Notwithstanding the above, EFHN shall use its best efforts to provide the Affiliate with prompt written notice of such decisions.

10. Insurance. The Affiliate shall, at its expense and discretion, obtain and maintain during the term of this Affiliation adequate insurance consistent with the standards of the Affiliate's profession as determined by the Affiliate.

11. Force Majeure.

(a) Force Majeure shall mean any event or condition, not existing as of the date of commencement of this Affiliation, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning, and explosion. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by EFHN of its obligations hereunder shall constitute an event of Force Majeure.

(b) Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Affiliation, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

(c) The party invoking Force Majeure shall provide to the other party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

(d) Suspension of Performance. During the period that the performance by one of the parties of its obligations under this Affiliation has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

(e) Should the period of Force Majeure continue for more than six (6) consecutive months, either party may terminate this Affiliation without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

12. Notices. Any notice, demand, or request required or permitted to be given hereunder shall be made in writing and shall be deemed to be effective when sent via an express mail service or via certified mail, return receipt requested, to the address specified in this Paragraph 13. Any party may change its or its address for purposes of this Affiliation by delivering written notice to the other party. All notices required or permitted under this Terms and Conditions must be sent to the parties at the addresses below unless changed in accordance with the terms of this paragraph.

If to EFHN: Columbarium by Design, LLC
17301 W. Colfax Avenue, Ste 404
Golden, CO 80401
Attn: Gerardo G. Garcia

With copy to: Hatch Ray Olsen Conant, LLC
Attn: Brian T. Ray
730 Seventeenth Street, Suite 200
Denver, Colorado 80202
Telephone: (303) 567-6911
Telefax: (303) 298-1804
Email: bray@hatchlawyers.com

13. Governing Law/Attorneys' Fees. This Affiliation is governed by, and construed and enforced in accordance with, the internal, substantive laws of the State of Colorado without giving effect to the conflict of laws and rules thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the Federal courts and the State courts located in Denver, Colorado. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Affiliation must be brought in such courts. In the event of any litigation between the parties, the prevailing party shall be entitled to its reasonable attorneys' fees, plus court costs and other expenses of litigation.

14. Assignment; Successors and Assigns. EFHN may assign, delegate or transfer its interest in this Affiliation without the prior written consent of the Affiliate, however, the Affiliate may not assign, delegate or transfer its interest in this Affiliation without the prior written consent of EFHN, which consent may be withheld in the EFHN's sole discretion. Subject to the foregoing limitations, this Affiliation shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

15. Payment of Withholding of Taxes. Affiliate shall pay all federal, state and local income tax obligations, including any applicable self-employment, FICA or FUTA tax, relating to the compensations paid to Affiliate by EFHN pursuant to the Terms and Conditions of this Affiliation, and Affiliate shall otherwise comply with all other federal, state and local tax laws, regulations and obligations applicable to Affiliate relating to such compensations. EFHN shall not be required to withhold or pay or be responsible to withhold or pay any of Affiliate 's federal income tax, FICA or FUTA obligations relating to such compensations; provided, however, that EFHN may withhold any such taxes from any compensations to be paid to Affiliate if EFHN, in its sole discretion, shall determine that such withholding is required under any applicable federal, state or local laws, regulations or ordinances. **The Affiliate represents and warrants to EFHN that the Affiliate is an independent contractor and that the Affiliate is not required to work exclusively for EFHN and is not under the EFHN's direction and control. The Affiliate further agrees to execute an IRS Form W-9 to enable EFHN to issue a Form 1099 to the Affiliate at the end of each calendar year for any monies earned under this Affiliation.** Affiliate hereby agrees to indemnify EFHN and hold it harmless from any and all liabilities, obligations, claims, any applicable penalties or interest, costs and expenses, including reasonable attorney's fees, made, imposed against, or incurred by EFHN or relating to any administrative or judicial order enforced against EFHN, concerning the withholding and/or payment of federal, state or local income taxes by or on behalf of Affiliate based on the compensations paid to Affiliate by EFHN pursuant to the Terms and Conditions of this Affiliation.

16. Severability. If any part of this Affiliation is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such a ruling.

17. Waiver. The waiver by EFHN of any provision of these Terms and Conditions must be in writing and signed by an authorized officer or representative of EFHN in order to be effective and shall not be construed as a waiver of any subsequent breach of this Affiliation.

18. Entirety. These Independent Affiliate Terms and Conditions contain the entire understanding and supersedes all prior and contemporaneous agreements, representations, arrangements, and understandings. EFHN reserves the right to amend these Independent Affiliate Terms and Conditions at its sole discretion. Notwithstanding the above, EFHN shall use its best efforts to provide the Affiliate with prompt written notice of such amendments.

19. Binding Effect. Agreeing to these Independent Affiliate Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Section Headings. All section headings set forth in these Independent Affiliate Terms and Conditions are intended for convenience only and shall not control or affect the meaning, construction, or effect of these Terms and Conditions or of any of its provisions.