

Toptal Referral Program Terms & Conditions

Date of Last Revision: November 16, 2015. Notice: these Toptal Referral Program Terms and Conditions (“Program T&Cs”) are a substantial revision to Section 4 of both of Toptal’s prior on-line agreements entitled “Developer Terms of Service” and “Client Terms of Service”. These Program T&Cs replace such prior sections in their entirety. Please read these Program T&Cs carefully to acquaint yourself with the provisions that apply to Toptal’s Referral Program, as described below.

TOPTAL REFERRAL PROGRAM TERMS & CONDITIONS

1. Acceptance and Legally Binding Effect of these Toptal Referral Program Terms and Conditions (“Program T&Cs”).

By accepting these Program T&Cs, you acknowledge that you have read, understood, and agree to be legally bound by these Program T&Cs in its entirety.

2. Program T&Cs Updates.

Toptal reserves the right, at its sole discretion, to change or modify portions of these Program T&Cs at any time. Toptal will post any changes to the Program T&Cs on the Site (defined in Section 3, below) and will indicate at the top of the Program T&Cs page the date these terms were last revised. It is your responsibility to check the Program T&Cs periodically for changes. Your continued participation in the Program after the date any such changes become effective constitutes your acceptance of the new or revised Program T&Cs.

3. Platform Description, Purpose and Related Toptal Properties.

Toptal, LLC (“Toptal”, “we” or “us”) provides a network (“Network”) of independent contractors who provide software engineering or other professional services offered by or through Toptal (each a “Talent” and the services they provide, the “Talent Services”). Businesses that provide Toptal with Talent are referred to herein as “Talent Suppliers”. The “Platform” includes (a) Toptal’s web site located at <http://www.toptal.com> (the “Site”), (b) Toptal’s technology platform (the “Platform”) designed for Talent to apply and be considered by Toptal to join Toptal’s Talent network to potentially be matched to Toptal’s customers (each a “Client”) who need Talent Services; and (c) all software (including the Referral Link described below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively, the “Content”. For ease of reference, the Site, Network, Platform, identities or descriptions of Clients, other Content, Toptal’s Proprietary Information, and any other Toptal products or services are collectively referred to in these Program T&Cs (as defined below) as “Toptal Properties”. “Toptal Properties” include all such elements as a whole, as well as individual elements and portions thereof.

4. Program Overview. As further described in these Program T&Cs, the Toptal Referral Program (the “Program”) enables eligible participants to earn referral fees (“Referral Fees”) by providing qualified referrals (“Qualified Referrals”) to Toptal.

5. Eligibility to Participate. The Program is only available to eligible participants (each a “Participant”). To be a Participant, you must:

- (1) have enrolled in this Program and accepted these Program T&Cs;
- (2) not have breached any agreement (including, without limitation, any online click-wrap agreement, terms and conditions, and these Program T&Cs) with or obligation to Toptal;
- (3) not be involved in any dispute or litigation with Toptal;
- (4) have fully paid all amounts you owe Toptal (if any); and
- (5) otherwise be in good standing under any and all Toptal accounts that you may have, if any, and Toptal has not, in its sole discretion, removed you from participation in the Program.

The Program is not available to any individual, business, or other entity who resides or works in (or from) or who is a national of a Prohibited Region (as defined in Schedule C, hereto) or who is listed on any Compliance List (as defined in Schedule C, hereto) (collectively, a “Prohibited Person”). You will not earn and Toptal will not be obligated to pay any Referral Fees (or any other amounts related to a referral that you provide) unless you remain eligible as a Participant from the time of the applicable referral submission through the date such payment would become due you. The Program may not be available in all countries or jurisdictions and is void where prohibited by law.

6. Referrals.

6.1. Program Overview. You are not obligated to, but you may, at your discretion, provide Toptal with referrals (as defined in Section 6.2 below) for Qualified Prospects (defined in Section 6.2, below). Toptal will pay you the earned and due Referral Fees (defined in Section 6.7, below) for each Qualified Referral, as provided in and subject to these Program T&Cs.

6.2. Referrals to Qualified Prospects. Referrals will only be accepted by Toptal and deemed valid as a referral (“referral” or, plural, “referrals”) if the referral refers Toptal to a Qualified Prospect or refers a Qualified Prospect to Toptal. A “Qualified Prospect” is a potential Client, Talent, or Talent Supplier of Toptal who is:

- (1) an individual, company, or other legally formed entity and, if you are providing the referral by any means other than a Referral Link (defined in Section 6.3, below) someone with whom you have materially interacted and

discussed the relevant opportunity regarding Toptal within thirty (30) days prior to the applicable referral;
(2) not, at the time of referral, and prior to referral has never been, a prospective or actual Client, Talent, or Talent Supplier of Toptal (prospective status will be determined by Toptal's review of its business records in its sole discretion);
(3) not a party to any dispute or litigation involving Toptal; and
(4) not a Prohibited Person.

6.3. Method of Referral. During all periods in which you are eligible as a Participant, you may provide Toptal with referrals through the following methods: (a) you provide Toptal with the Contact Information (defined in Section 6.4, below) of a Qualified Prospect by emailing all such Contact Information to a Toptal authorized-representative; (b) you invite the Qualified Prospect to contact Toptal as a prospective Toptal Client, Talent, or Talent Supplier of Toptal by providing them with access to the unique website link that Toptal may make available to you for such purposes ("Referral Link"); and (c) you encourage a Qualified Prospect to contact Toptal as a prospective Toptal Client, Talent, or Talent Supplier of Toptal and when that person contacts us they inform us that you provided the referral to us.

6.4. Contact Information. Any Contact Information that you provide Toptal must include: (1) if for an individual, that person's first and last name and direct phone number and work-related email address, and (2) if for a business or other entity, the business's or entity's name, the first and last name of a relevant employee of that business or entity and their direct phone number and work-related email address. All Contact Information must be complete and accurate and obtained by you lawfully and with all necessary permissions and consents.

6.5. Qualified Referral. Toptal will only pay Referral Fees with respect to Qualified Referrals. A "Qualified Referral" is a referral that is: (1) made to a Qualified Prospect, (2) provided to Toptal or the Qualified Prospect by you (and, except for a Posted Referral, not by or through any other person or entity), (3) except for a Posted Referral, provided directly to or generated from your direct communications with the Qualified Prospect alone, (4) not part of any spam or other referral, offer, or solicitation of any type, (5) fully compliant with the Additional Referral and Posted Referral Content Requirements set out in Schedule B, and (6) in all respects, made in compliance with all applicable laws and regulations and otherwise in full compliance with these Program T&Cs. Further, to be eligible as a Qualified Referral, the referral must also: (a) with respect to referrals of Talent or Talent Suppliers to Toptal, result in the prospective Talent or Talent Supplier (as applicable) applying to Toptal (if you provide the referral through the use of a Referral Link, such Talent or Talent Supplier application must be received by Toptal within thirty (30) days of the prospective Talent or Talent Supplier first visiting the Site via the Referral Link) and subsequently become accepted as a Talent or Talent Supplier (as applicable) in the Network; and (b) with respect to Clients, result in the prospective Client applying to Toptal (if you provide the referral through the use of a Referral Link, such Client application must be received by Toptal within thirty (30) days of the prospective Talent or Talent Supplier first visiting the Site via the Referral Link). Moreover, to be a Qualified Referral, a prospective Client, Talent, or Talent Supplier referred to Toptal must complete a fully-paid engagement with Toptal within six (6) months of Toptal's receipt of the referral (in the case of a Referral Link referral, six (6) months from the day the prospect first visits Toptal's Site via the Referral Link) and Toptal must be fully and timely paid for such engagement. Nothing in these Program T&Cs obligates you to provide Toptal with referrals or Toptal to consider, contact, cooperate with, evaluate, approve, accept, engage or enter any agreement or other arrangement with any prospective or existing Talent, Talent Supplier, or Client.

6.6 Additional Referral Limitations. Referrals made pursuant to Section 6.3(a) (i.e., by email) or 6.3(c) (i.e., personal introduction) must be made to people whom you know and have a good working relationship. Referrals made via the Referral Link may be effected (a) by direct correspondence (e.g., via email or text) initiated by you, in which case such Referrals must also comply with the provisions applicable to email referrals under Section 6.3(a), or (b) by posting the Referral Link on a blog or other web property that is owned or controlled by you or included as part of content ("Posted Referral Content") that you alone created and post to another website or online forum (a "Posted Referral"). Posted Referral Content must comply with all provisions of these Program T&Cs, including, without limitation, the additional requirements set out on Schedule B hereto. If requested by Toptal, you will promptly provide Toptal with links to all instances of your public use of any Referral Link(s) and you will, upon Toptal's request, immediately, permanently remove or delete any such links. *Except as expressly permitted for a Posting Referral*, you must not use public postings or other multi-party communications to generate or provide referrals, including without limitation, advertising, posting on public or group forums, third party websites, social networks, and the like. If you are an employee of any government entity or agency, referrals by you (directly or indirectly) to your employer or any government agency or entity with which you have any influence regarding vendor selection or contract matters are prohibited under these Program T&Cs. Any referral generated or provided through any such prohibited means or otherwise not in compliance with these Program T&Cs will not be a Qualified Referral. Additionally, because of the informal nature of referrals provided under Section 6.3(c) (whereby you have the prospect contact Toptal and tell us that you referred them to us) it may be difficult or impossible for us to attribute the referral to you. For instance, the prospect may neglect to inform us that you provided the referral, or they may provide us with inaccurate or incomplete information about you. In any such events, the referral will not be deemed a Qualified Referral unless we receive all necessary information to attribute

it to you within 30 days of the initial referral.

6.7. Referral Fees for Talent and Talent Supplier Referrals. Subject to adjustment, as set forth in this Program T&Cs, Toptal's current (as of the date of these Program T&Cs) referral fees (collectively "Referral Fees") under these Program T&Cs consist of: (1) a fee for a Qualified Referral to a Talent or Talent Supplier ("Talent Referral Fee"); and (2) a fee for a Qualified Referral to a Client ("Client Referral Fee") which results in a new Client for Toptal. The current amounts (as of the date of these Program T&Cs) of the Referral Fees are set out in Schedule A. The Referral Fees may be changed by Toptal in Schedule A and/or on Toptal's website at any time, without notice. The most current, published Referral Fees will apply at the time that any Referral Fee accrues. A Talent Referral Fee will accrue when the applicable Talent (or personnel of Talent Supplier) completes his/her first successful trial with a Client and such Client pays Toptal all amounts for such trial. A Client Referral Fee accrues after the Client approves its first trial of any Talent provided by Toptal and pays Toptal all amounts for such trial (and no conditions, waivers, or contingencies applicable to such payment are in effect). Toptal will pay you the accrued Referral Fees that you earned within 30 days from the end of the month in which such fees accrued. Without limitation, Toptal will have no obligation to pay any Referral Fees that have not accrued under this Section 6.7 or that otherwise arise from or relate to any violation of these Program T&Cs. Further, with respect to a Client Referral Fee, if the net amount actually received by Toptal for the relevant referral (less amounts paid to relevant Talent and reimbursed expenses) for the first paid engagement with such Client is less than the applicable Client Referral Fee, the Client Referral Fee will be reduced to 50% of such net amount actually received by Toptal. All amounts will be paid in U.S. dollars and Toptal will have no risk or liability with respect to monetary conversion fees and exchange rates that may be applied by financial institutions involved in payment processing and transfer.

6.8. Use of Your Information. You agree that Toptal may use (and disclose to others as necessary) all information that you provide to us with respect to any referral, including your name and contact information and any Client or Talent information to: (a) confirm any referral that you have provided, (b) determine your compliance with these Program T&Cs and to enforce the same, (c) comply with law and any government or court order, demand, or action, and (c) otherwise operate the Program and all associated systems and operations.

6.9. No Duplicate Payments. Toptal may, in its sole discretion, offer other referral or incentive programs by which it compensates individuals and/or entities for referrals, incentives, introductions, or the like. In the event that you participate in any other such referral, introduction, or incentive program, Toptal will, regardless of any conflicting provisions in these Program T&Cs or the applicable terms and conditions for any other such program or offering, only pay you a single fee for a referral, introduction, or the like to any particular individual or entity. Toptal will determine, in its sole discretion, which fee(s) potentially apply and will pay you (and have no obligation to pay any amounts other than) the highest single fee applicable to the relevant referral, incentive, introduction or the like.

7. Restrictions on Your Use of Toptal Proprietary Information; Confidentiality.

All business, technical or financial information disclosed by Toptal, LLC ("Toptal") that includes or relates to (a) payments to you under these Program T&Cs, (b) the names of any Client or Talent of Toptal (whether or not referred by you), or (c) any information of any Client or Talent of Toptal is Toptal's "Proprietary Information". You will hold in confidence and not disclose to others any Proprietary Information. You will also not use Proprietary Information for any purposes other than to provide referrals to Toptal in accordance with these Program T&Cs. However, you will not be obligated under this Section 7 with respect to information that you can document is or becomes readily publicly available without restriction and through no fault of you (e.g., information that Toptal makes generally available to the public on the Site without requiring acceptance of these Program T&Cs or a similar obligation of confidentiality). You may make disclosures of Proprietary Information required by law or court order provided that you give Toptal advance written notice. When you have ceased providing referrals to Toptal in connection with these Program T&Cs or completed your use of the Platform, you will destroy all items and copies containing or embodying Proprietary Information, except to the extent necessary to comply with applicable law. This Section 7 is in addition to and will not limit any other obligation of confidentiality that you may have to Toptal.

8. Your Representations and Warranties; Indemnification. You represent and warrant to Toptal that (a) you have obtained all necessary permissions, consents, and rights necessary to provide Toptal with any referrals or any other third party information under or in connection with the Program; (b) all communications, referrals, and Posted Referral Content created, made, distributed, published, or otherwise made publicly available by you in connection with the Program fully comply with Schedule B hereto; (c) you are eighteen (18) years of age or older; (d) all referrals that you make will be made in compliance with all applicable laws; (e) you are not a national of, you do not reside in, and, you will not provide any referrals while you are located in any Prohibited Region, (f) you are not identified on any Prohibited List; and (g) you will not knowingly (or with reason to know) provide a referral to Toptal regarding any person, business, or entity who is a national of or resides or works in any Prohibited Region or who is identified on any Prohibited List. Prohibited Regions and Prohibited List are defined on Schedule C to these Program T&Cs. You shall notify Toptal immediately if your status under this Section 8 changes. This Agreement will terminate immediately upon any non-compliance with this Section 8. You will indemnify and hold harmless Toptal from and against any claim that (1) any Posted Referral Content infringes the

copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person and/or (2) arises from a violation of this Section 8 or Schedule B hereto.

9. NO WARRANTIES AND DISCLAIMER BY TOPTAL.

THE TOPTAL PROPERTIES, AND PARTICULARLY THE SITE, PLATFORM, CONTENT, PROPRIETARY INFORMATION AND ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND TOPTAL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT TOPTAL DOES NOT WARRANT THAT YOUR ACCESS OR USE OR BOTH OF THE TOPTAL PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND TOPTAL DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TOPTAL PROPERTIES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM TOPTAL OR THROUGH THE TOPTAL PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS PROGRAM T&Cs.

10. LIMITED LIABILITY.

11.1 Exclusion of Damages and Limitation of Liability. You agree that TOPTAL WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS PROGRAM T&Cs, INCLUDING WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, PLATFORM, CONTENT, PROPRIETARY INFORMATION, OR ANY INTERRUPTION OR DISRUPTION OF SUCH USE, EVEN IF TOPTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE). THE AGGREGATE LIABILITY OF TOPTAL WITH REGARD TO THE PROGRAM AND THESE PROGRAM T&Cs WILL IN NO EVENT EXCEED THE CUMULATIVE AMOUNT OF ANY OUTSTANDING, ACCRUED REFERRAL FEES ACTUALLY DUE YOU (AND NOT YET PAID BY TOPTAL) PURSUANT TO THESE PROGRAM T&Cs.

11.2. Jurisdictional Limitations. Some states and other jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, TOPTAL’S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. Relationship of Parties. For all purposes under these Program T&Cs and the Program, Toptal and you are independent contractors. You are not authorized to and will not (a) represent yourself as, or allow yourself to be perceived by others as, an agent, employee, contractor, or representative of Toptal, (b) make any representation or statement on Toptal’s behalf (including any statement regarding a Talent’s likelihood of acceptance into the Network) or give others the impression that you are authorized to make any representation or statement on Toptal’s behalf, (c) bind or attempt to bind Toptal to any contract. Toptal only will be responsible for Referral Fees due and payable to you and Toptal’s income taxes in connection with this Agreement, and you will be responsible for all other taxes, third party transaction fees, and assessments including without limitation, sales, value-added, use and similar taxes, and wire transfer fees, if any.

13. Dispute Resolution & Class Action Waiver. This Agreement is made under, and will be construed and enforced in accordance with, the laws of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. The parties agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement or the transactions contemplated hereby will be arbitrated pursuant to the Delaware Rapid Arbitration Act, 10 *Del. C. §5801*, et. seq. The arbitration will take place in Wilmington, Delaware, or such other location as the parties (each in their sole discretion) and arbitrator may agree. The arbitration will be presided over by one arbitrator, who will be chosen by mutual agreement of the parties. In the event the parties are unable to agree upon the identity of the arbitrator, either party may file a petition with the Court of Chancery of the State of Delaware pursuant to Section 5805 of the Delaware Rapid Arbitration Act to have an arbitrator appointed. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. THE ARBITRATOR’S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN YOU AND TOPTAL ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Program T&Cs, if any portion of the immediately preceding four sentences is deemed invalid or unenforceable, then the remaining provisions of this Section 13 will be enforced to the maximum extent permitted under applicable law.

14. Miscellaneous. Except as expressly stated herein, these Program T&Cs constitute the entire agreement between the parties with respect to the Program and all matters relating thereto. No waiver, change, or

modification to these Program T&Cs will be effective unless in writing signed by both parties. Any notices to Toptal in connection with this agreement will be made by email transmitted to both contact@toptal.com and legal@toptal.com. Notices to you will be made by email or regular mail and will be deemed to have been duly given when sent by Toptal to the email or mailing address associated with your account. You agree that Toptal is entitled to seek injunctive and other equitable relief to enforce your obligations under this Agreement to avoid harm that cannot adequately be remedied by monetary damages. The section and subsection headings used in these Program T&Cs are for convenience only and will not be used in interpreting these Program T&Cs. In the event that any provision of these Program T&Cs will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that these Program T&Cs will otherwise remain in full force and effect and enforceable.

15. Applicable Agreements. Toptal Talent perform and Toptal Client's receive Talent Services pursuant to written agreements with Toptal that are separate from these Program T&Cs. Further, if you are a Talent or Talent Partner your access or use of the Toptal Properties will always be governed by the then-current TPAA. If you are a Client, your access or use of the Toptal Properties will always be governed by the then-current Client Platform Access Agreement. Access to the Site is also subject to Toptal's Website Terms and Conditions. The Program and all matters relating thereto will be governed by these Program T&Cs.

Schedule A

Referral Fees

Subject to change at any time and without prior notice, as set forth in these Program T&Cs, Toptal's current (as of the most recent date of these Program T&Cs) Referral Fees under these Program T&Cs are:

- (1) Talent Referral Fee: US\$100.00
- (2) Client Referral Fee: US\$2,000.00

Schedule B

Additional Referral and Referral Posting Content Requirements

In addition to the other provisions of these Program T&Cs, Referrals and Referral Posting Content must:

- (1) Not be made in a defamatory, profane, obscene, unlawful, threatening, abusive, tortious, offensive, harassing, or otherwise harmful (to the recipient or Toptal) manner or consist of any such content.
- (2) Not be, consist of, or give a reasonable person the impression that the Referral, Referral Link, or Referral Posting Content is spam or other generally undesired solicitation.
- (3) Be relevant to Toptal's services and in no event target minors or, without limitation, promote:
 - illegal, prescription, or recreational drugs;
 - tobacco or alcohol products and related paraphernalia;
 - supplements or medical treatments, products or services;
 - weapons, ammunition, or explosives;
 - dating or escort services, or
 - adult products or services.
- (4) Not contain any of the following:
 - content that infringes or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights;
 - deceptive, false, or misleading content, including deceptive claims, offers, or business practices;
 - adult content of any nature;
 - shocking, sensational, disrespectful, or excessively violent content;
 - content that asserts or implies personal attributes (including direct or indirect assertions or implications about a person's race, ethnic origin, religion, beliefs, sexual orientation or practices, age, gender identity, financial status, disability, medical condition, membership in a trade union, criminal record, or name);
 - content that exploits controversial political or social issues for commercial purposes.
 - non-functional landing pages (including landing pages that interfere with a person's ability to navigate away from the page);
 - spyware, malware, or any software that results in an unexpected or deceptive experience (including links to sites containing such code or software); or
 - bad grammar or punctuation or other language that would reflect negatively on Toptal.
- (5) Not be posted to sites or forums that primarily or regularly provide content that would, if posted by you as Posted Referral Content, not comply with this Schedule B, or be posted to specific pages or other postings that, if posted by you as Posted Referral Content, would not comply with any part of this Schedule B.

Although you may use the Referral Link, subject to and only as permitted in these Program T&Cs, nothing in these Program T&Cs provides any license to use or distribute (in any manner) Toptal's trademarks, service marks, or logos, including the mark "Toptal" and associated logos. The Referral Link may not be combined with or used in association with other trademarks, trade names, or logos.

You may only use the Referral Link as a Participant for the sole purpose of participating in the Program. You may not modify the Referral Link in any way whatsoever (including its appearance, its behavior and functionality, any underlying code relating to it, or the site to which it directs, which must not be changed). You may not embed the Referral Link in any image or digital object or otherwise obfuscate or mislead any third party regarding its presence, function, and purpose.

Schedule C

Prohibited Regions and Prohibited List

“Prohibited Regions” means any country or region with respect to which U.S. law prohibits transactions, including the payment of funds or the export, re-export, or transfer of items, services, or technology, including but not necessarily limited to:

- the Crimea region of Ukraine,
- Cuba,
- Iran,
- North Korea,
- Sudan, and
- Syria.

“Prohibited List” means each and all of the following:

- the Specially Designated Nationals and Consolidated Sanctions Lists (maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury);
- the Denied Persons, Entity, and Unverified Lists (maintained by the Bureau of Industry and Security, U.S. Department of Commerce); and
- the Consolidated List of sanctions designations by the United Nations, European Union and United Kingdom.