

## Trademark Usage

These Trademark Guidelines are incorporated into and subject to the terms and conditions of the Merchant Agreement (“Agreement”) by and between Merchant and Yiftee. Any capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Each use of the Official Yiftee Marks is subject to the following restrictions:

- Merchant may only use the Official Yiftee Marks for the specific purpose set forth in the Agreement. Yiftee may approve, disapprove or require modification of Merchant’s use of the Official Yiftee Marks at any time, in its sole, reasonable discretion if such use fails to meet the restrictions described herein and in the Agreement. The foregoing remedy shall be in addition to any other legal and equitable rights that Yiftee may possess relating to Merchant’s use of the Official Yiftee Marks.
- Merchant agrees that Yiftee has the right to inspect the use of the Official Yiftee Marks at any time to ensure that such use is permitted hereunder and under the Agreement.
- Merchant shall ensure that the presentation of the Official Yiftee Marks shall be consistent with the appearance of the Official Yiftee Marks as they are provided to Merchant by Yiftee at [yiftee.com/media\\_kit](http://yiftee.com/media_kit).
- All Official Yiftee Marks shall be designated with “SM”, “TM” or “®”, in the manner directed by Yiftee. From time to time, Yiftee may provide Merchant with additional, reasonable guidelines for the use of the Official Yiftee Marks, including their size, typeface, colors and other characteristics, which shall be deemed part of these Guidelines and the Agreement upon provision to Merchant.
- The Official Yiftee Marks shall not be presented or used:
  - o in a manner that could be reasonably interpreted to suggest editorial content has been authored by, or endorsed by, or represents the views or opinions of, Yiftee or any Yiftee personnel;

- o in a manner that is misleading, defamatory, libelous, lewd, vulgar, obscene, could reasonably be expected to endanger Yiftee's reputation or goodwill, or is otherwise objectionable, in Yiftee's reasonable opinion;
  - o in a manner that infringes, derogates, dilutes or impairs Yiftee's rights in the Official Yiftee Marks;
  - o as part of a name of a product or service of a company other than Yiftee.
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- Merchant acknowledges that all goodwill generated through Merchant's use of the Official Yiftee Marks will inure to the benefit of Yiftee. Merchant may not use the Official Yiftee Marks to disparage Yiftee, its products or services, or in a manner which, in Yiftee's reasonable judgment, may diminish or otherwise damage Yiftee's goodwill in the Official Yiftee Marks.

*Effective: August 14, 2013*