

This Merchant Service Agreement (the "Agreement") is made by and between Shareasale.com, Inc., an Illinois, USA corporation ("SHAREASALE.COM", "ShareASale", "Shareasale.com", "Shareasale", "We"), and you, as a Merchant user of the SHAREASALE.COM service ("You", "Your", "Merchant").

To be an authorized Merchant of SHAREASALE.COM, Inc., You agree to abide by the terms and conditions contained in this Agreement. Please read this Agreement carefully before registering and using the SHAREASALE.COM Service as a Merchant. By signing up for SHAREASALE.COM, you indicate Your acceptance of this Agreement and its terms and conditions. If You do not accept this Agreement, do not use the SHAREASALE.COM Service as a Merchant.

If present, a "MERCHANT AGREEMENT ADDENDUM" will be honored by SHAREASALE.COM to set specific terms for the Merchant.

## PRIVACY POLICY

SHAREASALE.COM respects the privacy of its users and promises not to disclose personal or business information to third parties without the express permission of You and Your company. We will not sell Your name, e-mail address, phone number, or any other personal information to anyone else. We consider this information to be private, and it will remain as such. If You have any questions about Your privacy rights, contact us at [shareasale@shareasale.com](mailto:shareasale@shareasale.com)

The Merchant Service Agreement is summarized as follows:

- Affiliates put your banners on their sites, or within the content of their newsletter.
- You may not dictate where the Affiliates place their banners. If you are unhappy with an Affiliate, or feel that they are not suited for your site, you may remove the Affiliate from your program
- SHAREASALE.COM will pay your affiliates, using the money in your SHAREASALE.COM account. In order for your program to remain active, the Merchant must keep in balance with ShareASale a positive dollar amount.
- THE FOLLOWING TYPES OF SITES ARE NOT ALLOWED TO PARTICIPATE IN SHAREASALE.COM: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, OR HATRED.
- You agree that SHAREASALE.COM, although the provider of the Service, has no responsibility or liability as a result of placement of authorized Links to Your Web site
- Any rewards or payments given to affiliates, through SHAREASALE.COM must be done through SHAREASALE.COM
- All offers that you promote on our network MUST be from your own site if you are paying per lead and pay sale transactions. You may NOT promote other affiliate offers unless you are paying on a pay-per-click basis. For example, if you place a banner promoting an offer that is off of your site, and do not own that site, you cannot promote that offer. This is considered fraudulent activity, and your account is subject to immediate termination, with NO refund of any fees or deposits that you have made to your account.
- SHAREASALE.COM will make every effort to distinguish, and squash out fraudulent affiliates and links. However, you should monitor your affiliate program closely, and notify us immediately if you feel a fraudulent practice is being used.
- If it is found during the initial setup process that our software will not work with your website configuration, we will refund all setup fees and deposits to your account. If you should choose to cancel before becoming active, for any other reason besides software incompatibility (as determined by Shareasale.com), we will refund your setup



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fee and deposit, minus a \$10 return fee. Once your site goes active on the shareasale.com service, there are no refunds of the setup fee allowed - unless in the case of a material breach by ShareASale.com. If you choose to cancel after going active, only your deposit (used to pay your affiliates) can be returned to you.

PRICING: All pricing information can be found at <http://www.shareasale.com/pricing.cfm> or as stated in the Addendum to this agreement.

## DEFINITIONS

"Performance Marketing" occurs when e-businesses ("Merchants") and individual web sites that generate their own traffic ("Affiliates") partner to drive traffic to the Your Web site and the You pay a reward or bounty when the Visitor referral results in a sale, lead, click, or other measurable action.

"Affiliate" means a site that is rewarded for a legitimate sale, lead, click, or other measurable action by a Visitor, and uses the SHAREASALE.COM Service to facilitate applications, tracking, reporting, and receipt of commission payment.

"Merchant" means a Web site that pays a reward for a legitimate sale, lead, click, or other measurable action by a Visitor, and uses the SHAREASALE.COM Service to facilitate sign-ups, tracking, reporting, and issuance of commission payment.

"Visitor" means any person, or user that clicks on a Link to a Your Web site placed on an Affiliate's Web site.

"Sale commission" means the Payout You agrees to pay for Visitors referred to Your Web site that results in a sale of a product or service. The sale could occur at the time of the visit or at a later time not to exceed 30 days. If a sale occurs after 30 days and the Visitor has not returned through an authorized Affiliate's site, then no Payout shall occur.

"Payout" means the amount sale commission, lead commission, or click commission established and agreed upon by SHAREASALE.COM and You. The Payout may be expressed as a set amount or as a percent of sales.

"Commission" means the amount sale commission, lead commission, or click commission established and agreed upon by SHAREASALE.COM and You. The Commission may be expressed as a set amount or as a percent of sales.

"Qualifying Revenues" are revenues derived by the Merchant from authorized sales, excluding costs for shipping, handling, gift-wrapping, taxes, gift certificates, service charges, credit card processing fees, charge backs, returns and bad debt.

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, serves Your Web site to the Visitor's browser. The Link may be in the form of text, a product image, a button, a banner or any other format acceptable to You, and defined only through Your program on SHAREASALE.COM.

"Click" occurs when an internet user clicks through a Link that an Affiliate has placed for a Merchant.



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“Measurable Action” occurs when an internet users completes either a purchase, lead form, or other action which the Merchant has defined. When a Measurable Action can be matched, by SHAREASALE.COM to a previous “Click”, a “Commission” occurs and is tracked by SHAREASALE.COM

“VOID” means a reversal of a Payout previously earned for a sale, lead, or click that is later rescinded or corrected by You. You may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

“Your Account” means a separate, specific account within the Service that is debited based on Your Commissions and Commissions paid to SHAREASALE.COM

“Account Balance” indicates the current monetary value of monies deposited into Your Account at ShareASale.com. These monies are used to pay Affiliates for commissions generated as well as ShareASale fees.

“Tracking Code” means a small piece of HTML code given to the Merchant by SHAREASALE.COM which is used by SHAREASALE.COM to provide the Service.

“Tracking Pixel” means a small piece of HTML code given to the Merchant by SHAREASALE.COM which is used by SHAREASALE.COM to provide the Service.

“Tracking Gap” is a setting in Your Account, set by the Merchant, which dictates the maximum time that can elapse between a Click and a Measurable Action.

## THE SERVICE

SHAREASALE.COM, as an Affiliate Network Provider, has developed, operates and provides a service which allows Web sites to run and/or participate in Performance Marketing programs (the “Service”). You wish to become a Merchant of SHAREASALE.COM and utilize the Service as a Merchant. As a Merchant, Affiliates will be establishing relationships with you. All relationships established between You, the Merchant, and Affiliates under this Agreement through ShareASale’s network will be conducted and managed through the Service.

This in no way shall limit the Merchant from establishing relationships with Affiliates through other Affiliate Network Providers or engaging in other business development relationships.

## LINK PLACEMENT

As a Merchant of ShareASale, you may not dictate where Affiliates place their banners. If you are unhappy with an Affiliate, or feel that they are not suited for your site, you may remove the Affiliate from your Service at any time.

## TRACKING CODE

Should the necessary Tracking Code be found missing or removed from the Merchant site, SHAREASALE.COM will notify the Merchant via email and telephone in order to rectify the situation. Merchant will be given 14 days to correct the problem and will notify SHAREASALE.COM when the corrections have been made. After 14 days, SHAREASALE.COM will have the right to terminate this agreement and in such event the Merchant would forfeit the remaining Balance in their Account.



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## MERCHANT BALANCE

At all times, Merchant must maintain a positive balance on their ShareASale.com account - which is used to pay Affiliates for commissions generated. If Merchant's account balance falls below \$0, all links will cease to function until such time that the Merchant is able to make a deposit into the account.

## PRICING

ShareASale.com, Inc. agrees that the transaction fee will remain at 20%, as indicated at <http://www.shareasale.com/pricing.cfm>, for a period of 9 Months after the execution of this agreement. Client is under no obligation to remain with ShareASale.com, Inc. for the entirety of the 9 month period, and may discontinue the service at anytime upon notice without penalty of any kind. Upon any termination by Merchant hereunder, ShareASale.com shall refund any remaining balance in Merchant's account within a period equal to the "Tracking Gap" plus 10 additional days to account for processing and delivery. At the end of the 9 month period, if Client wishes to continue service ShareASale.com, Inc. reserves the right to re-negotiate pricing so as to reflect current market conditions if ShareASale.com feels necessary. Current pricing and refund information is listed below:

Service Description	Cost	Extra Info
Network Access Fee	\$350	This is a one time fee occurring only after all of the setup steps have been completed, and prior to activation on the network.

### Refund Schedule:

We stand behind our product, and offer the following refund amounts to ensure that you are happy with your inclusion on the ShareASale Network:

Prior to Activation on the Network	<b>Full Refund</b>
Up to 30 days after Activation	<b>60% Refund</b>
30-60 after Activation	<b>25% Refund</b>



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Minimum Deposit Amount	\$100	This amount is used to pay the affiliates and ShareASale for sales and other qualified leads that you define. Any amount left in your account that is not used to pay for sales, leads or feed to ShareASale can be refunded to you at anytime that you wish to close your account.
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Transaction fees	20%	Fees are based on the payout rate. For example, if you pay an affiliate \$1 per lead, you pay shareasale.com 20% or \$0.20 (Minimum of 1 cent per transaction)
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Monthly Minimum	\$25	In a given month, if your account does not generate a minimum of \$25 in fees to ShareASale, your account will be charged the difference. <b>There is a grace period.</b>
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We understand that affiliate programs take time to grow, so we offer the following grace period:

Prior to Activation on the Network	<b>No Minimum Fees</b>
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Up to 60 days after Activation	<b>No Minimum Fees</b>
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60-120 after Activation	\$10 Minimum Per Month
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120+ after Activation	\$25 Minimum Per Month
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Monthly minimum billing will begin on the 1st of the month **following** your grace period, so your actual grace period may be a little longer depending on what day of the month your account is activated.

Check Processing and	Included	shareasale.com processes and writes your affiliates' checks free of charge each month.
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Paying of

Affiliates

Affiliate Help Desk	Included	Your Affiliates may contact our help desk at any time for the life of their membership, without any cost to you.
Datafeed upload	Included / Restricted	You may upload a datafeed of your products, to be used by your affiliates, at no charge. This is limited to datafeeds with no more than 15,000 overall product SKU records. For larger datafeeds, please contact your sales representative for reasonable pricing.
FTP Download Permission Fees	\$1 Per Approved Affiliate	At your option, you may grant permission for an affiliate to download your datafeed via the ShareASale FTP server. This is completely optional, and at your discretion. Each affiliate you approve carries a nominal \$1 charge.

#### AFFILIATE TRANSACTIONS AND PAYMENT

The Merchant shall establish and define a set Commission that Affiliates will earn for authorized transactions received via their Links.

Affiliates shall earn a Commission on authorized transactions when a sale is placed by a customer who follows a Link from the Affiliate's site to the Merchant's site. The Merchant will only pay Commission on Qualifying Sales subject to resolution of all outstanding Voids.

All payments to Affiliates, including bonuses or rewards, shall be processed through SHAREASALE.COM. Payments to Affiliates are made automatically on the twentieth (20th) day of each month when the Affiliates account balance reaches \$50 or more for the previous months' transactions.

#### VOIDS/REVERSALS/PRODUCT RETURNS

A "Void" is executed by the Merchant as a means to reverse the commission given to a particular affiliate on Qualifying Sales. Voids may be the result of (i) canceled sales; (ii) product returns; (iii) duplicate or repeat errors; (iv) non-bona fide Transactions; (v) non-receipt of payment from Customer; (vi) Refund of payment to Customer; (vii) Failure by an Affiliate to comply with the Terms of Agreement set forth by ShareASale.com, Inc. and the Merchant.

Merchant will decide and indicate to ShareASale.com, Inc. how long they require sales to remain in a pending status prior to being credited to an Affiliate. This number will be referred to as the "Pending Sales Period" and is defined as 0 days unless specified in the "Addendum" to this agreement. From that date, the sale will remain in a status allowing the Merchant to Void the commission for the remainder of the current month, plus 19 days into the next month. At



that time, the commission will be paid to the Affiliate and the Merchant will no longer be able to reverse the sale.

If in the "Addendum", a positive number is used for the "Pending Sales Period", the Merchant agrees to keep in their ShareASale account a balance of monies equal to the current value of any pending transactions posted to their account.

## SERVICE AND SUPPORT

SHAREASALE.COM will provide support for the Service as indicated on the SHAREASALE.COM Web site and in accordance with the terms and conditions set forth in this Agreement that supersede any other Agreement.

## EMAIL CONTACT

SHAREASALE.COM shall send timely e-mails to inform You of applicable changes or additions to the Service or any SHAREASALE.COM related products and services.

## CHANGES TO THE SERVICE

SHAREASALE.COM reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, SHAREASALE.COM will notify You via e-mail, newsletter or the SHAREASALE.COM Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service. If you choose to withdraw, we will refund all monies contained in your account within a period equal to your "Tracking Gap" plus 10 additional days to account for processing and delivery.

## REGISTRATION

To sign up as a Merchant of SHAREASALE.COM and to use the Service as a Merchant you must be at least 18 (eighteen) years of age, and supply a valid tax-id, which may be your social security number for individuals, or a federal tax-id for corporations or entities.

THE FOLLOWING TYPES OF SITES ARE NOT ALLOWED TO PARTICIPATE IN SHAREASALE.COM: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, OR HATRED. SITES THAT PROMOTE ILLEGAL ACTIVITY, including but not limited to CRACKING, and HACKING SITES. As part of the registration process, You will select a username and password combination that You use to access Your Merchant area within the Service. You shall provide SHAREASALE.COM with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that SHAREASALE.COM may rely on any data, notice, instruction or request furnished to SHAREASALE.COM by You which is reasonably believed by SHAREASALE.COM to be genuine and to have been sent or presented by a person reasonably believed by SHAREASALE.COM to be authorized to act on Your behalf. You shall notify SHAREASALE.COM by e-mail at [shareasale@shareasale.com](mailto:shareasale@shareasale.com) of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be





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responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by SHAREASALE.COM and referral to the appropriate law enforcement agencies.

## ACCEPTED USE

You represent to SHAREASALE.COM that all content You provide to the Service, to the best of your knowledge, but without special investigation of any kind, is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) in the United States, and is not defamatory, libelous, unlawful or otherwise objectionable under the laws of the United States. You shall not knowingly or intentionally provide, promote, distribute, place or otherwise publish as a Merchant of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As SHAREASALE.COM may not review all information provided by You, You shall remain solely responsible for Your content and Web site.

Through the Contact and Newsletter features of the SHAREASALE.COM interface, Merchant agrees to limit contact to discussions directly related to the Merchant's affiliate program running through SHAREASALE.COM only. Merchant agrees not to promote other offers not directly related to the Merchant's affiliate program running through SHAREASALE.COM. If a violation of this is discovered, the Merchant will be given email and telephone notice and given the opportunity to correct the violation within 72 hours to the satisfaction of SHAREASALE.COM prior to any termination. Merchant must ensure emails they send are in compliance with CAN-Spam and other federal laws.

## LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in A professional and workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EACH OF SHAREASALE.COM AND MERCHANT DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SHAREASALE.COM SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY. SHAREASALE.COM will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Merchant understands and acknowledges that it is normal to have a certain amount of system downtime, up to net 10% of a given calendar month, provided, if Merchant reasonably determines that such downtime greater than net 10% of a given calendar month is adversely or materially impacting Merchant's ability to derive benefit from the Service, it shall notify ShareASale.com, and ShareASale shall give Merchant a refund equal to 25% of all monies paid by Merchant for ShareASale.com transaction fees, excluding those paid to cover earned Commissions by Affiliates, during the preceding one month period. Merchant further agrees not to hold SHAREASALE.COM liable for any of the consequences of such interruptions. MERCHANT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEB SITE OF





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AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. MERCHANT SHALL HAVE NO LIABILITY WITH RESPECT TO MERCHANT OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF MERCHANT HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF MERCHANT HEREUNDER SHALL BE LIMITED TO THE FEES PAID BY MERCHANT TO SHAREASALE.COM UNDER THIS AGREEMENT.

## LIMITATION OF LIABILITY

EXCLUDING LIABILITY ARISING FROM OR RELATING TO SHAREASALE.COM'S OBLIGATION TO KEEP MERCHANT INFORMATION CONFIDENTIAL UNDER THE SECTION ENTITLED "NONDISCLOSURE" BELOW AND ANY BREACH BY SHAREASALE.COM OF THE SECTION ENTITLED "OWNERSHIP AND LICENSES", NEITHER MERCHANT, ON THE ONE HAND, NOR SHAREASALE.COM OR ITS SUPPLIERS OR RESELLERS OR OTHER MERCHANTS, ON THE OTHER HAND, SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SHAREASALE.COM SERVICE OR ANY INFORMATION PROVIDED ON THE SHAREASALE.COM WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF SHAREASALE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY. IN SUCH JURISDICTIONS, A PARTY'S LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY. You agree that SHAREASALE.COM, although the provider of the Service, has no responsibility or liability as a result of placement of authorized Links to Your Web site, from the Affiliates.

SHAREASALE.COM agrees to indemnify, defend, and hold harmless Merchant and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees, expert witness fees and costs) directly or indirectly arising from or relating to SHAREASALE.COM's acts or omissions in performance of the Services or its breach of this Agreement.

## NON-DISCLOSURE

SHAREASALE.COM acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. SHAREASALE.COM agrees not to disclose or disseminate the Confidential Information without Your prior express written consent in each instance. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of SHAREASALE.COM, that becomes available to SHAREASALE.COM from third parties without knowledge by SHAREASALE.COM of any breach or violation of fiduciary duty, or that SHAREASALE.COM had in its possession prior to the date of this Agreement. SHAREASALE.COM does not and shall not collect information about a Merchant's customer transactions, other than what is passed to us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. SHAREASALE.COM reserves the right to be able to utilize this data in aggregate to anonymously analyze Service trends, monitor Service efficiencies, and perform such other analysis as SHAREASALE.COM deems appropriate.

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## OWNERSHIP AND LICENSES

SHAREASALE.COM represents and warrants that it owns certain images, technology, content, trademarks, banners and other intellectual property that it shall provide to you, under this Agreement You, the Merchant, are granted a non-exclusive, limited, revocable right to use trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of SHAREASALE.COM, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain SHAREASALE.COM's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

You, the Merchant, hereby grant SHAREASALE.COM a non-exclusive, limited, revocable right to sublicense the use of Merchant provided trademarks and banners to Affiliates. All images, technology and content provided for SHAREASALE.COM and Affiliate use is and shall remain the sole property of the Merchant and no part thereof shall be deemed assigned or licensed to Affiliate or to SHAREASALE.COM except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. SHAREASALE.COM and Affiliates may not modify the trademarks, banners, the content or any of the images provided by Merchant in any way.

Merchant may immediately terminate an Affiliate license to use the marks if Merchant reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. SHAREASALE.COM acknowledges the Merchant's ownership and exclusive right to use the marks and agrees that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

Should the Merchant wish to terminate an Affiliate license, due to any of the conditions listed above, SHAREASALE.COM will provide the contact information that SHAREASALE.COM has on file for that Affiliate. The Merchant acknowledges that SHAREASALE.COM has no further obligation or requirement to assist in recovering any damages from the Affiliate should they occur from unauthorized or non-licensed use of the marks.

## REPRESENTATIONS

SHAREASALE.COM makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-SHAREASALE.COM Web site does not mean that SHAREASALE.COM endorses or accepts any responsibility for the content or the use of such Web site.

## ASSIGNABILITY

Merchant or SHAREASALE.COM may assign this Agreement to any successor or affiliate upon notice to the other party, provided, in the case of SHAREASALE.COM, the assignee continues to fulfill its obligations and provide the Service hereunder.

## FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.



#### JURISDICTIONAL ISSUES

This Agreement shall be governed by Illinois, USA law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Illinois, USA and all parties consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

#### MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN AND NOT THOSE IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.