

_____ (insert legal name of corporation) **AFFILIATE AGREEMENT**

Please read this agreement carefully and completely before applying to become an affiliate of _____ (insert legal name of corporation) (the "Company"). Clicking on the "AGREE" button below will indicate your acceptance of the terms and conditions contained in this agreement. The Company has the right, in its sole discretion, to modify any of the terms and conditions contained in this agreement at any time by posting a notice of change, together with a revised agreement on this web site. If you continue to participate in our affiliation program following the posting of a notice of change and revised agreement, you will be deemed to have accepted the revisions to the agreement.

For interpretation of this contract, the use of words indicating the singular number shall include the plural and vice versa, and the use of words indicating the masculine gender include the feminine and neuter genders and vice versa. If you are entering into this agreement on behalf of a company or organization, the words "you", "your" and "yourself" where used herein shall refer to the company or organization you represent and its employees, agents, directors, officers and representatives who are involved in any way in the _____ (insert name of corporation) Affiliate Program.

1. Scope of Agreement

By completing and submitting the Affiliate Program application form and clicking the "AGREE" button below, you are entering into a legal agreement with the Company which governs the terms of your participation in the _____ (insert name of corporation)'s Affiliate Program. Through your affiliation with the Company, you are also entering into a third party agreement with _____ (insert legal name of party) (the "Administrator"), the _____ (insert name of corporation)'s Affiliate Program administrator, and will be entered into the Administrator's network of merchants and affiliates.

2. Definitions

- "_____ (insert name of corporation) Marks" means any of the trademarks, service marks, trade names, designs, logos, images and/or other proprietary names or marks owned by and used by the Company.
- "_____ (insert name of corporation) Site" means any website owned, maintained or controlled from time to time by or on behalf of the Company and any entity controlled by or under common control with the Company.
- "Click-through" means when a user of Your Website (other than the website owner, webmaster, or an employee or agent of the website owner) clicks on a Link which leads the user to a page on the _____ (insert name of corporation) Site.
- "Link" means a URL hyperlinked to text, a graphic, a search field or another information object on Your Website, and includes a text link or a banner.
- "Term" means the term of this Agreement as defined in Section 9 hereof.
- "Your Website" means the website maintained by you as indicated on your Affiliate Program application form under "Site URL".

3. Enrollment in Affiliate Program

3.1 To enroll in the _____ (insert name of corporation)'s Affiliate Program, you must submit a completed Affiliate Program application via the _____ (insert name of corporation) Site at _____ (insert website address URL) or through the Administrator's website at _____ (insert website address URL). the Company and the Administrator will review your application and will notify you within _____ (insert number) days to advise you whether your application has been accepted or rejected. The Company or the Administrator may reject your application if they determine that Your Website is unsuitable for the Affiliate Program for any reason. If your application is rejected, you may reapply at any time, and your resubmitted application will be reviewed and considered.

3.2 By submitting the Affiliate Program application form, you acknowledge that you have evaluated independently the desirability of participating in the _____ (*insert name of corporation*) Affiliate Program and are not relying on any guarantee or statement other than any contained in this Agreement.

4. _____ (*insert name of corporation*) 's Rights and Responsibilities

4.1 The Company will provide you with graphical and textual Links that will enable users of Your Website to click through to the _____ (*insert name of corporation*) Site, as set forth in more detail in Section 5 hereof. [description of any other items that Company will provide affiliate]

4.2 The Company is and, during the Term hereof, will remain solely responsible for the development, maintenance and operation of the _____ (*insert name of corporation*) Site.

5. Your Rights and Responsibilities

5.1 You are and, during the Term hereof, you will remain solely responsible for the development, maintenance and operation of Your Website and for all materials and content that appear on Your Website. The Company and the Administrator reserve the right to refuse acceptance of Your Website into the _____ (*insert name of corporation*) Affiliate Program and the Administrator's Network, respectively, of Your Website for any reason, including without limitation, the posting of any content that is libelous, defamatory, obscene, pornographic, abusive or overly violent, or that promotes illegal activity or behavior or discrimination or harassment based on age, disability, gender, national origin, race or sexual orientation, or in the Company's determination, the content adversely impacts the Company's reputation or violates any law or regulation.

5.2 You will select the Qualifying Links you wish to display from the Qualifying Links provided by the Company on the _____ (*insert name of corporation*) / Administrator's (*delete inapplicable*) Site and will place the selected Qualifying Links on Your Website to enable users of Your Website to click on the Qualifying Links to Click-through to the _____ (*insert name of corporation*) Site. You may display the Qualifying Links you select on as many pages of Your Website as you wish.

5.3 You will display the Qualifying Links on Your Website in the form, manner and presentation described in the Links Usage Procedures attached as Schedule "A" to this Agreement and in accordance with such additional instructions as the Company may provide to you from time to time ("Usage Instructions"). You understand that the Company may modify the Links Usage Procedures and/or the Usage Instructions at any time. You will not reformat or otherwise modify the Qualifying Links without the prior written consent of the Company. You will not be entitled to a commission for Click-throughs of Qualifying Links that have been reformatted or otherwise modified without such prior written consent.

5.4 You agree not to make any representations, warranties or other statements concerning the Company, the _____ (*insert name of corporation*) Site, any of the Company's products or services, or the _____ (*insert name of corporation*) Site policies, except as expressly authorized in this Agreement or by the Company in writing. You are responsible for notifying the Company and the Administrator of any malfunctioning of the Qualifying Links or any other problems that arise with respect to your participation in the Affiliate Program. the Company will respond promptly to all concerns upon such notification by you.

THIS IS AN 8-PAGE DOCUMENT.