

CENTER AFFILIATE PROGRAM TERMS & CONDITIONS

Each participant in the affiliate program ("Affiliate," "you," or similar terms) offered by Avenue 81, Inc. dba Center (the "Program Operator," "Center," "we," or "us") at www.Center.io (the "website") expressly agrees to this affiliate agreement (this "agreement" or this "contract").

NOTICE: Please read this agreement carefully. Unless you expressly agree and consent to this agreement, you may NOT participate in the affiliate program. By participating in the affiliate program, you are agreeing to comply with and be legally bound by the terms and conditions of this contract. If you do not agree to all of the terms of this agreement, please do not register for the affiliate program.

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

This agreement expressly incorporates the Program Operator's Terms of Service, located at <https://www.center.io/center/assets/docs/center-terms-of-service.pdf>. Throughout this agreement, "affiliate program" refers to the affiliate program operated by the Program Operator in part for the website.

1. SUBMITTING YOUR APPLICATION

Once you submit your application you are bound by the terms of this agreement. When filling out the application you must provide accurate, current and complete information, and you shall keep such information up to date. Participation in the Center Affiliate Program is to legally advertise our website to receive commission on referral customers. We will evaluate each application and you will be notified of your acceptance or rejection. The Program Operator reserves the right to reject any affiliate application for any reason, including, without limitation, if, in the Program Operator's opinion, that person or entity violates established laws or commonly held standards of decency. For example, we will reject applications from any person or company that promotes any form of violence, illegal activities, or from applicants who the Program Operator prefers not to be associated with.

2. AFFILIATE RESPONSIBILITIES

2.1. Once your application is approved, we may re-evaluate your application at any time. The terms and conditions of this agreement will begin when your application has been submitted and will end when your Affiliate account has been terminated; provided that all terms which by their nature at intended to survive termination shall survive as provided in Section 14 of this agreement. The Program Operator and their associated companies believe in operating with the strictest codes of professional conduct. Any Affiliate who brings the Program Operator or their employees, partners, or associates into disrepute, or who promotes any form of slander, racism, or unfair business practices, will have their affiliate status canceled and any outstanding commissions will be forfeited. Affiliation can be immediately revoked if we deem your site to be unsuitable for any of the following reasons; including but not limited to:

2.1.1. False advertisements concerning Center

- 2.1.2. Spamming using your affiliate link
- 2.1.3. Usage of materials that infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.4. Harassment or intimidation of others on your website
- 2.1.5. Content deemed to be graphic or explicit by Center
- 2.1.6. Promotion of illegal activities
- 2.1.7. Usage of technology to potentially divert commission from other affiliates in our program

2.2. Center reserves the right to review your placement and approve the usage of your affiliate links and you agree to comply with all Center instructions regarding such placement and usage. You may use graphics and texts provided to you by us or create your own as long as it is appropriate and on-brand. You may not use your own link to make purchases.

2.3. Affiliate is solely responsible for the development, operation, and maintenance of Affiliate's site and for all of Affiliate's content, information, advertisements, promotions and other items, whether appearing on Affiliate's site, a third party's site, in social media sites or other communications (hereinafter, Affiliate's "Materials"). We may monitor your site as necessary to ensure your content is up to date and notify you of any changes that should be made to help your affiliate performance. Your affiliation can be terminated if we find your site has not been updated in over one (1) year. A written notice will be given via email should we find your site outdated. You will have forty-eight (48) hours to respond with an updated site before your affiliation is terminated. For example, you will be solely responsible for:

- The technical operation of your site and all related equipment.
- Creating and posting product or service descriptions and linking those descriptions to the system.
- The accuracy and appropriateness of Materials that you create or post.
- Ensuring that your Materials do not violate or infringe upon the rights of Program Operator or any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).
- Ensuring that your Materials are not libelous or otherwise illegal.
- Ensuring that your Materials are not obscene, pornographic, vulgar, offensive, discriminatory, or profane.
- Ensuring that your Materials comply with all applicable laws and regulations, including but not limited to laws regarding advertising.
- Ensuring that any information and data collected by you or by third parties on your behalf is collected and used in compliance with applicable privacy law.
- Ensuring that you accurately and adequately (compliant with all applicable laws and regulations) disclose, through a privacy policy, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.
- Ensuring that you do not engage in any false or deceptive trade practices, including any statements about the system or our affiliate program that is false or misleading.

We disclaim all liability for the above matters, including all liability related to your site and your Materials. Further, Affiliate will defend, indemnify and hold Program Operator (including all our directors, officers, employees, affiliates, and related entities) harmless from all claims, damages, and expenses (including,

without limitation, attorneys' fees) arising from or related to the development, operation, maintenance, and contents of your site, your Materials, your negligent or willful acts, or your breach of this agreement.

2.4. You agree that you are an independent contractor, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Center. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of your site or otherwise, that reasonably would contradict anything in this section.

2.5. The Program Operator requires your primary email address be listed in your Affiliate Profile. Affiliates will not be able to use the website or participate in the affiliate program until their email addresses are verified. Those who fail to verify their email address or use an email address that generates an error response consistently (e.g., "User is over quota" or "Mailbox full") will forfeit any commissions due and this contract will be terminated immediately.

You may not use an email address with an auto responder as your Program Operator email address. When you visit the Program Operator's websites or send emails to the Program Operator, you are communicating electronically. You consent to receive communications from the Program Operator electronically. The Program Operator will communicate with you by email or by posting notices in the affiliate portal.

You agree that all agreements, notices, disclosures and other communications that the Program Operator provides to you electronically satisfy any legal requirement that such communications be in writing. **If you are an Affiliate, you understand that you may NOT opt out of any emails that you receive from the Program Operator.** As an Affiliate, you must continually have a valid email account on file with the Program Operator or we reserve the right to terminate your participation immediately, without any refund of any license fees paid or payment of any commission due.

2.6. Affiliate Sales & Tracking: After signing up for the affiliate program, you will receive a unique affiliate URL which you will use to advertise the website. When someone clicks through this URL, a cookie (or similar tracking technology) will be set in their browser with your Affiliate ID and their IP address may also be logged with your Affiliate ID. During that visit to the website or any later visit, when a purchase is made or refunded the commission will be given based on the existence of the cookie. We may collect, use and share any information or data generated through the system for our business purposes. The cookie life for the Center affiliate program is 1 day.

In order to receive proper credit for sales, a person or entity must purchase through your unique affiliate URL. Masking or cloaking of the links (whether done by software or by a script and sometimes referred to as "affiliate link cloaking") may or may not work with parts of the website. The Program Operator allows masking or cloaking but you must provide a repeatable process for our verification of the cloaked link, otherwise the use of the masked or cloaked link is disallowed. We may also withhold payment if, in our reasonable discretion, we have reason to believe that acts or omissions by you related to our Affiliate Program are fraudulent, illegal, or otherwise improper or in violation of this agreement.

2.7. Affiliate Identification Numbers: You will be provided an affiliate identification number. Your affiliate ID number may be numeric and/or CaSe sEnSitIvE. For example, the code 'learn_more' is different from 'Learn_More'. You are responsible for maintaining the secrecy and security of your affiliate ID number and

password. You agree to defend, indemnify hold the Program Operator harmless with respect to any claims related to the use of or your sharing of your affiliate ID number.

2.8. Affiliate Account Interface

You will create a log-in and password and agree to any applicable terms and conditions provided by Ambassador in order to enter the Ambassador secure affiliate account interface. From their site, you will be able to view and receive your reports regarding your commissions due to you.

3. COMMISSIONS & REFERRAL FEES

Subject to the terms and conditions of this agreement, you will receive a commission for sending authorized sales via your affiliate links. Payout rates may be changed at anytime and can be viewed via your affiliate account on the affiliate platform. It is your responsibility to determine if the payout for a link you have placed has been changed or discontinued. Center uses a third party, Ambassador, to handle all affiliate tracking. All disputes regarding whether a commission is due shall be resolved by Program Operator's reasonable discretion.

Before any Affiliate will be paid a commission, the Affiliate must submit to the Program Operator a properly completed W-8 or W-9 within one hundred-twenty (120) days of earning a commission or referral fee. You will not receive any payment of commission/referral fees until such time as you submit the required documentation to the Program Operator. You waive, and agree that you shall not be paid for, any commission or referral fee that is earned more than one hundred-twenty (120) days before the Program Operator receives your properly completed W-8 or W-9 and any other required documentation.

Commissions on products and services are paid at the most-current rates as indicated on the website, as updated from time to time. No commission will be paid on sales to or referrals of Custom Advanced Accounts, or additional Center accounts created for personal/business use.

3.1 Commission Schedule

Commissions are paid out within the first ten (10) business days of each calendar month for sales which have been locked thirty (30) days after the transaction date. Subsequent commission payments will continue to be paid out within the first ten (10) business days of each calendar month.

Commissions are not paid for any sales for which payment has not been received, or for any transaction that has been rejected for any reason.

We are not responsible for paying interest to Affiliates for accrued but not yet delivered commission payments.

If a transaction incurs a charge-back or refund, or if an online transaction is not completed in every way, or if we have reason to believe a transaction is fraudulent or violates any of the terms of this Agreement in our reasonable discretion, no commission shall be paid to the Affiliate for such transaction. If a commission has already been paid, then it will be deducted from an active Affiliate's future commissions or Affiliate will be required to pay Center within sixty (60) days of receiving an invoice from Center.

All commissions are paid in US Dollars by PayPal. Each Affiliate is responsible for always maintaining the payment processor through which they receive their commissions/referral fees. The Program Operator assumes no responsibility for an Affiliate not electing a payment processor. If you fail to elect a payment method and Program Operator is unable to pay you after one hundred-twenty (120) days after you have earned commissions or referral fees because of such failure, then you waive, and agree that you shall not be paid for, any such commissions or referral fees.

3.2. Payment Processor Fees

All commissions are calculated based on the gross transaction, including all sales, refunds and charge-backs. "Gross transaction" means that processor fees are not deducted from the base amount when calculating commissions.

3.3. Unauthorized Charging or Receipt of Payments Through the Website

No Affiliate, or other person or entity may use the Program Operator's website, or the Program Operator payment processing system, for private transactions. Any revenue collected through the Program Operator's website or through the Program Operator payment processing system may become the sole property of the Program Operator.

Specifically, Affiliates may not link to the Program Operator's website for processing of products or services that are not wholly sponsored by the Program Operator and authorized by the Program Operator and further, may not link to the Program Operator's website for processing of any products beyond what the Program Operator has identified as salable products for the website and specific Affiliate sales.

Should any Affiliate of the Program Operator or other person or entity construct links that process orders through the Program Operator's payment processing system, the act will be considered an attack of computing resources with intent to damage the website and therefore treated as a serious computer crime. Violators will be prosecuted to the fullest extent of the law.

4. INCOME TAX LIABILITIES

Each Affiliate acts as an independent contractor and as such is responsible for any or all United States, state, or foreign income taxes, fees, and any other tax liabilities that affect or concern the sales of the products or services, in your state or location. It is the Affiliate's sole responsibility, and not the responsibility of the Program Operator, to take any steps necessary to recover these sums under the any applicable tax code and other applicable laws.

5. PROMOTION RESTRICTIONS

While you are free to market Center on your own web site, the promotion of the Center brand could be perceived to the public as a joint effort. Please be aware certain forms of advertising are prohibited by Center. Affiliates are prohibited from taking any action that could be consider impersonating the Program Operator or violating the Program Operator's intellectual property rights in order to earn commissions or

referral fees. This explicitly includes, but in no way is limited to, purchasing keyword advertisements and impersonating the Program Operator in such advertisement.

Affiliates agree to abide by the following guidelines when planning your marketing efforts:

5.1. Links, Trademarks and Logos

Program Operator grants you a revocable, limited, non-exclusive, non-sublicensable, non-transferable, royalty-free license for the duration of this agreement, solely for purposes of facilitating referrals to Program Operator's website, products and services, to post certain trademarks, logos, URLs, and other materials or intellectual property that Program Operator may provide to you from time to time ("Program Operator IP"). You agree that all uses of the Program Operator IP will be on behalf of Center and the goodwill associated therewith will inure to the sole benefit of Center.

Except for the limited foregoing license, nothing herein shall be construed to grant you any right, title or interest in or to the Program Operator IP and Program Operator reserves all rights, title and interest in or to the Program Operator IP. You acknowledge that the Program Operator IP, as well as all contents of the website, are the sole property of Program Operator or its third party licensors. You agree that you will not, and will not permit others to, take any action inconsistent with such rights in the Program Operator IP. Without limiting the foregoing, the Program Operator trademarks and service marks may not be used to register internet domain names for any purpose. Affiliate may in no way use or display a Program Operator logo, image, or trademark which may be distasteful, defamatory, misleading or misrepresentative.

5.2. Using "Center"

"Center" cannot be used as a part of an Affiliate's website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with the affiliate account.

5.3. Spam and Unsolicited Commercial Mailings

Center does not tolerate the sending of unsolicited email ("UCE or SPAM"), including any unsolicited emails which promote, or make reference to Center, or any of their associated companies or websites, vendors, or employees, the websites, products or services. Affiliate expressly agrees to comply with all laws, rules and regulations pertaining to the sending of UCE or SPAM and any Affiliate who, in the opinion of Center, breaches the foregoing will have their Affiliate status canceled and any outstanding commissions will be forfeited, in addition to any other remedies to Center may be entitled hereunder or in law or equity. Each Affiliate agrees to indemnify, defend and hold Center and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from Affiliate's breach of this Section 5.3.

5.4. Paid Search Policies

Bidding at larger pay per click search engines (PPCSE), such as Google, Yahoo, and Bing!, is a great way to drive traffic to your website and send your commission checks even higher. However, Affiliates engaging in paid search marketing campaigns agree to adhere to the following terms and requirements:

5.4.1. Center protects its trademark and does not allow any trademark bidding on any search engine or Paid Placement service or site. This includes, but is not limited to Google, Yahoo, Bing!, Ask and other similar services. Affiliates may not bid on trademarked or registered terms of Center (e.g., Center) or any phrase type, misspelling, variation or combination thereof, including, without limitation, those words listed in the restricted keyword list below. Any Affiliates found to be in violation of the foregoing may be banned from the Center Affiliate Program without prior notice, and on the first occurrence of behavior violating this Section 5.4.

5.4.2. Affiliates may not use the trademark alongside with or in conjunction with the following terms: “percent (%) off”, “sale”, “discount”, or “coupon”. Please refer to section 5.8 on additional prohibited incentives.

5.4.3. Affiliates may not use their affiliate link or any of the Center domains and/or URLs (including, but not limited to www.Center.io) as the display domain or URL in the advertisement. When engaging in paid search engine campaigns, Affiliates must use their own domain and/or URL in their ads.

Forbidden Display URL Examples: www.Center.io

Approved Display URL Examples: <http://www.yourdomain.com/Center>

5.4.4. You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of the Center brand, Center reserves the right to suspend your participation in the affiliate program and thus your commissions for phrases that Center determines to be untrue or inflammatory claims of our products, services or websites. To avoid such measures, please forward all ad text and proposed keywords/phrases you wish to bid on to the Affiliate Manager for approval or editing, PRIOR to your submitting it to Paid Search Network providers or Paid Inclusion Search Engines.

5.4.5. None of the restricted words may be displayed in the Headline or Body of your advertisement. You agree that, following notice from Center.io, you will promptly remove any search listing containing copy and/or creative components that Center, in its sole discretion, deems inappropriate for any reason.

Restricted Keyword List (but not limited to):

- Center

5.5. “Cookie-Stuffing” Policy

“Cookie-Stuffing”, forced clicks, or similar activity is not permitted. “Cookie stuffing” is an unlawful strategy of generating affiliate sales. (e.g., Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying affiliate link – and to pay commissions accordingly- even if the user has not actually clicked through any such link). Affiliates found using, employing or receiving this strategy will be immediately revoked and all commissions will be forfeited, in addition to any other remedies Program Operator may have hereunder or at law or equity.

5.6. Adware & Toolbars

Affiliates are prohibited from transmitting any “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-Ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to customers from the time the customer clicks on a qualifying link to the Center website until the time the customer has exited the Center site (ie. no page from the Center site or any Center content or branding is visible on the end-user’s screen). The terms a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo and similar search or directory engines); (c) set commission tracking cookies through loading of Center site in IFrames, hidden links and automatic pop ups that open the Center site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

5.7. No Predatory Advertising

All Affiliates in the affiliate program agree to refrain from any type of predatory advertising practices, infringement of Program Operator's or a third party's intellectual property rights, or other practices which violate any applicable law including advertising and consumer protection law, or engage in any other deceptive practices, the definition of which shall be at the sole discretion of the Program Operator, and shall include, but not be limited to, dynamically replacing the affiliate ID of one affiliate with that of another with the effect of "stealing" the commission away from the Affiliate that earned it, whether this be intentional or not and misuse as described in Section 7 below. Affiliates may not adjust any of the supplied affiliate links to reset cookies or bypass other safeguards in the system. Affiliates understand that engaging in such practices is grounds for immediate termination and forfeiture of any earned commissions.

5.8. Prohibited Incentives

Affiliates may not offer (i) any incentives in the form of, described as, or resulting in, discounting of any products or services of Program Operator; or (ii) any other incentives in the form of rebates, deposits, cash-back or other types of monetary incentives relating to the products or services of Program Operator. Such incentives are strictly prohibited and are grounds for immediate termination and forfeiture of any earned commissions. Notwithstanding the foregoing, Affiliates may offer bonuses, "bundles" or discounts on products or services ordinarily offered by Affiliates as incentives to purchasers of Program Operator's products and services. For example, an Affiliate may offer discounts on Affiliate's training programs in connection with the promotion of Program Operator's products and services.

5.9. Mixing of Products

As an Affiliate of the Program Operator, your website on which you advertise any products or services of the Program Operator may only include products that do not target persons 13 years of age or younger. Your website may NOT contain any content or images that are NOT suitable for being viewed by persons 13 years of age or younger if you include any reference whatsoever to the Program Operator, the website, or your affiliate link. On any website or communication in which you include any reference whatsoever to the Program Operator, its website, products, or services, you may NOT include any reference whatsoever to any form of "Adult" content. Any violation of these requirements will result in immediate termination of your affiliate status and you shall forfeit any unpaid commissions/referral fees. In the event that any violation of these requirements results in the suspension or termination of any payment processor for or by the Program Operator, you shall be liable for liquidated damages in the amount of \$10,000 as well as any consequential or actual damages that the Program Operator may incur.

6. GRANT OF LICENSES

6.1. Subject to the terms and conditions of this agreement, and only during the term of this agreement, we grant to you a non-exclusive, non-transferable, non-sublicensable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material that we provide to you or authorize for such purpose (collectively, the "Licensed Materials"). You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Center Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of Center and the goodwill associated therewith will inure to the sole benefit of Center.

6.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light.

7. NO MISUSE

It is understood that any individual that uses the Program Operator system (including in all cases related technology, emails, and other communications) shall not use it in connection with obscene, defamatory, slanderous, hateful, illegal, misleading or politically disruptive material, the definition of which shall be at the sole discretion of the Program Operator. It is also understood that Affiliates shall not try to cheat the system in an effort to increase their payments due. If such misuse is detected, the Affiliate will be immediately terminated as an affiliate and any sums paid and any sums payable as and for commissions will be withheld or recouped, in addition to any other remedies to which Program Operator may be entitled. All Affiliates further agree to refrain from engaging in any hostile activity toward the system. Any individual that engages in such hostile activity, such as hacking, shall be held liable for any loss sustained by the Program Operator, or its associates due to such action.

8. AS-IS ONLY

There is no warranty or guarantee of any kind with respect to the Program Operator system as far as reliability, stability, quality or dependability. This means that the Program Operator, or its associates are not responsible for any loss or damage incurred directly or indirectly due to the use of the Program Operator website, products, services, or any other facet of the system. This shall include, but is not limited to, any

system malfunction, period of being inoperative or unavailable, loss of data or discontinuation of service, other inconveniences.

PROGRAM OPERATOR PROVIDES THE SYSTEM, AFFILIATE PROGRAM, AND ALL WEBSITES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS PROHIBITED BY APPLICABLE LAW, PROGRAM OPERATOR HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAY MODIFY OR DISCONTINUE, IN WHOLE OR IN PART, ANY PART OF THE SYSTEM AT ANY TIME, WITH OR WITHOUT NOTICE.

9. REPRESENTATIONS & WARRANTIES

You represent and warrant that:

9.1. This agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

9.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this agreement and to perform your obligations under this agreement, without the approval or consent of any other party;

9.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

10. LIABILITY

The Program Operator will not be liable for indirect or accidental damages (including but not limited to loss of revenue, commissions) due to affiliate system sale tracking failures, commission processing system failures, losses of database files or backups thereof, attacks on computing resources, computer viruses, the continued viability of their products, any results of "intents of harm" to the program, or acts of God or Nature. The Program Operator makes no claim that the operation of the websites or Program Operator's system will be error-free nor will the Program Operator be held liable for any interruptions or errors.

IN ADDITION, IN NO EVENT SHALL PROGRAM OPERATOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS (EVEN IF PROGRAM OPERATOR WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL PROGRAM OPERATOR BE LIABLE TO LEAD PROVIDER FOR AN AMOUNT OF DAMAGES GREATER THAN THE SUM OF ALL FEES PROPERLY OWING BUT UNPAID.

IN NO EVENT WILL PROGRAM OPERATOR'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSOR'S, OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND YOUR PARTICIPATION IN OUR AFFILIATE PROGRAM (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY PROGRAM OPERATOR TO YOU HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO SUCH CLAIM.

11. INDEMNIFICATION

You hereby agree to indemnify and hold harmless Center, and its subsidiaries and affiliates, and their directors, officers, employees, agents, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant, obligation or agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

12. EMBARGOED NATIONS & SPECIALLY DESIGNATED NATIONALS

The United States controls the export of products and information. Each Affiliate agrees to comply with such restrictions and to not export or re-export the materials (including software) to countries or persons prohibited under the export control laws. By becoming an Affiliate, you are agreeing that you are not in a country where such export is prohibited or are not a person or entity to which export is prohibited. You are responsible for compliance with the laws of your local jurisdiction with regard to the import, export, or re-export of the materials (including software).

Each Affiliate is responsible for compliance with all applicable U.S. laws and regulations, including but not limited to, those laws pertaining to export control. By registering as an Affiliate, you warrant that you are not a citizen or resident of a country designated as having Embargoed Nation Status and further, you also warrant that you are not on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Treasury Department. The products and/or services are exported from the United States in accordance with the Export Administration Regulations. Diversion to other countries is contrary to U.S. law and is prohibited.

In compliance with the United States Patriot Act, only those who have provided appropriate identification information and do not reside within an embargoed nation and who are not listed on the Specially Designated Nationals list may receive commission checks paid by either the Program Operator.

12. CONFIDENTIALITY

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this agreement

which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

13. RIGHTS TO MODIFY AGREEMENT

The Program Operator, and its associated companies may modify any of this agreement (including the Affiliate Commission Schedule), at any time and at its sole discretion, by posting a change notice or a new agreement in the affiliate portal. These changes will come into force immediately upon posting. The Affiliate's continued participation in the affiliate program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change. If any modification to this agreement is not acceptable to the Affiliate, the Affiliate's only recourse is to terminate this agreement as provided below.

14. TERM & TERMINATION

This agreement will begin upon your sign-up with the affiliate program and will end when either you or the Program Operator terminates your affiliate status, or if your account is inactive in any continuous twelve (12) month period. An Affiliate may terminate this agreement at any time, and for any reason, by writing to – or emailing – the Program Operator at the email address listed on the website.

The Program Operator may also terminate this agreement at any time, and for any reason, by writing to Affiliate at the email address listed in the Affiliate's Profile, with thirty (30) days' notice. However, if this agreement should terminate for cause due to violation of this agreement or our Terms of Service, Affiliate shall forfeit all right to any commissions earned but not yet paid. All terms which by their nature at intended to survive termination shall survive. Upon termination of this agreement, the former Affiliate must remove all affiliate links and graphics from its Materials, and refrain from publishing same in any manner whatsoever.

15. MISCELLANEOUS PROVISIONS

a) If any part of this agreement or the Terms of Service are declared void, this agreement and the Terms of Service shall, to the maximum practicable extent, be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the provision and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing. No Affiliate may transfer, assign or sublicense this agreement or any of its rights hereunder, by operation of law or otherwise, without the Program Operator's prior written consent. The Program Operator may transfer or assign this agreement and any of its rights hereunder, in whole or part, to any party whatsoever, at any time, and this agreement shall remain in full force and effect, without notice to Affiliate.

b) All legal or other fees incurred in collecting returned checks or declined credit cards or any other lack of payment related to a sale made by an Affiliate will be payable by the Affiliate, and we reserve the right to withhold such sums from any future commission payments due to Affiliate. Any sums not collected from the Affiliate or Affiliate's customer are not commissionable, and any fees incurred during processing or handling of sales made by the Affiliate will be deducted in whole from any commissions due to the Affiliate. Further, in the event that the commissions due the Affiliate are insufficient to cover any sums, the Affiliate agrees to pay the full amount to the Program Operator.

c) To the extent you have in any manner violated or threatened to infringe, misappropriate, or violate the Program Operator's data security, intellectual property or other property rights, the Program Operator may seek injunctive or other appropriate relief in any court. Use of the Program Operator website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Program Operator as a result of this agreement or use of the website, products, and/or services. The Program Operator's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Program Operator's right to comply with governmental, court and law enforcement. If any provision is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

d) This Agreement shall be governed and construed in accordance with the laws of Minnesota, USA applicable to agreements made and to be performed in Minnesota, USA, without giving effect to principles of conflicts of law. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Hennepin, Minnesota, USA. Each party hereto hereby consents to the personal and exclusive jurisdiction and venue of these courts.

e) READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Center. For any dispute with Program Operator, you agree to first contact us at [partnerships@ave81.com] and attempt to resolve the dispute with us informally. In the unlikely event that Program Operator has not been able to resolve a dispute it has with you after sixty (60) days, each of you and Program Operator agrees to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Hennepin County, Minnesota, USA, unless you and Program Operator agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Program Operator from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property or other proprietary rights.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY PARTICIPATE IN THE Center' AFFILIATE PROGRAM FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION,

AND, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND Center ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

f) Except as prohibited by applicable law, any cause of action or claim you may have with respect to the website, the products, or the services must be commenced within ninety (90) days after the claim or cause of action arises or such claim or cause of action is barred. The Program Operator's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. Use of headings in this document is for convenience only and does not identify legal boundaries or terms explicitly.

g) This is the ENTIRE agreement regarding all the matters that have been discussed.

h) Should this affiliate program be deemed illegal in any jurisdiction, the Program Operator has the right to immediately terminate this program, without further liability. If the payment processors utilized by the Program Operator determine that sales made through Affiliates cannot be processed through the payment processor, then the Program Operator has the right to immediately terminate this Program, without further liability. Nothing herein is intended to imply that the Program Operator will always offer any affiliate program, or this affiliate program, for all products, services, and/or opportunities sold by the Program Operator on the websites or that the Program Operator will offer any affiliate program whatsoever. Any rights not expressly granted herein are reserved.

Copyright © 2008-2016

This Affiliate Agreement was last updated September 9, 2016.