

# **Associate Agreement**

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Nationwidetoner.com (a wholly owned website of Internet Marketing, Inc) Associate Program, hereinafter referred to as "Program" and the establishment of links from your Associate web site to the Nationwidetoner.com Main Home Page at the URL <http://www.Nationwidetoner.com>. Please print a copy of this agreement for your records.

## **1. Enrollment in the Program**

To begin the enrollment process, you must submit a complete Associate application via our web site. Your application will be evaluated, in good faith, and we will notify you of your acceptance or rejection in a timely manner. Your application may be rejected if we determine (at our sole discretion) that your site is unsuitable as one of our Associates, for any reason, but not limited to the inclusion of content on your web site that is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable.

If we reject your application, you are welcome to reapply to as an Associate at any time. If we accept your application and your site is, at a later date, determined (at our sole discretion) to be unsuitable as a NationwideToner Associate, we may terminate this Agreement.

## **2. Promotion of our Relationship**

Once you have been notified that your site has been accepted as a NationwideToner Associate, you may provide on your site, one or more links to our Main Home page at <http://www.Nationwidetoner.com>. We will provide you with guidelines and graphical artwork to use in linking to either of these Home Pages.

To permit accurate tracking, reporting, and referral fee accrual, we will also provide you with a special linking format to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes this special linking format. Links to our site placed on your site pursuant to this Agreement and which properly utilize the special linking format, are referred to as "special links." You will only earn referral fees with respect to activity on our site occurring directly through these special links: we will not be liable to you with respect to any failure by you to use special links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

## **3. Order Processing**

We will process product orders placed by customers who follow special links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms; process payments, cancellations, and returns; and handle customer service. We will track sales made to customers who purchase products using special links from your site to our site. Each sale will generate an email notifying of the sale amount. We will also make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion.

#### **4. Referral Fees**

We will pay you referral fees on product sales to third parties. For a product sale to be eligible to earn a referral fee, the customer must follow a special link from your site to our site, select and purchase a product(s) using our automated ordering system, accept delivery of the product at the shipping destination, and remit full payment to us. Shopping carts will be saved for a period of 7 days. If your customers leave our site before making a purchase and returns within 7 days a referral fee will be paid for the order.

#### **5. Referral Fee Schedule**

You will earn referral fees based on qualifying revenues according to referral fee schedules to be established by us. "Qualifying revenues" are revenues derived by us from our net sales of qualifying products, excluding costs for shipping, handling, taxes, service charges, credit card processing fees, and bad debt. The current referral fee schedule is: 5% of qualifying revenues from the sale of product that is listed in our Main catalog and that is added to the customer's Shopping Cart.

#### **6. Referral Fee Payment**

Payment Check will be mailed each calendar quarter on the 15<sup>th</sup> of the following month. Referral fees will be paid each quarter regardless of amount. Returns will be handled by us according to our policies and will not be deducted from your accrued referral fees unless the quantity of returns exceeds 5% of your sales for that period.

#### **7. Report of Sales**

An email will be sent with each order generated notifying you of the sale amount and referral fee earned.

#### **8. Policies and Pricing**

Customers who buy products through this Associate Program will be deemed to be customers of Nationwidetoner.com. Accordingly, all Nationwidetoner.com rules, policies, and operating procedures concerning customer orders, customer service, and product

sales will apply to those customers. We may change our policies and operating procedures at any time. We will use every reasonable effort to present accurate information, but we cannot guarantee the availability or price of any particular product.

## **9. Identifying Yourself as an Associate**

We will make available to you a small graphic image that identifies your site as a NationwideToner Associate Program participant. You must display this logo somewhere on your site, and use the special link format to link to the Nationwidetoner Main Home Page. We may modify the text or graphic image of this notice from time to time. You may not create, publish, distribute or permit any written material that makes reference to us without our prior written consent, which may be given or withheld at our sole discretion.

## **10. Limited License**

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 9 and such other images for which we grant express permission, solely for the purpose of identifying your site as an Associate Program participant and to assist in generating product sales. You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

## **11. Responsibility for Your Site**

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. As an example, you will be solely responsible for the technical operation of your site and all related equipment; the accuracy and appropriateness of materials posted on your site; ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights); and, ensuring that materials posted on your site are not libelous or otherwise illegal.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

## **12. Term of the Agreement**

The term of this Agreement will begin upon our acceptance of your NationwideToner Associate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our

site, and all NationwideToner.com trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to earn referral fees on our sales of qualifying products occurring during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

### **13. Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice on our web site, emailing you such a notice, or, posting a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or the posting of a new agreement on our site will constitute binding acceptance of the change.

### **14. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 otherwise, that reasonably would contradict anything in this Section.

### **15. Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

### **16. Disclaimers**

We make no express or implied warranties or representations with respect to the Program or any products sold through the Nationwidetoners Associate Program (including, without limitation, warranties of fitness, merchantability, non infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

### **17. Independent Investigation**

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

## **18. Miscellaneous**

This Agreement will be governed by the laws of the United States and the state of Georgia, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in San Jose, California, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.