

## **THE COLLECTIFY HOME INVENTORY AMBASSADOR AGREEMENT**

Please read these terms and conditions carefully as they constitute a legal agreement between you and Collectify LLC ("Collectify") upon your acceptance into our affiliate program.

**By applying to and being accepted into our affiliate program, you agree that you have read and understand the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.**

### **1. Overview**

This Collectify Home Inventory Ambassador Agreement ("Agreement") contains the complete terms and conditions between us, Collectify, and you ("Affiliate"), regarding your application and participation as an affiliate of Collectify, and the establishment of links from your website to our website at "Collectify.com." Please note that throughout this Agreement, "we", "us", and "our" refer to Collectify, and "you", "your", and "yours" refer to the Affiliate.

### **2. Program Enrollment**

2.1. To become a participant in the Collectify Ambassador Program, you will have to submit a complete Ambassador Program Application via our website. We will evaluate your application and notify you of your acceptance. We may reject your application if we determine, in our sole discretion, that your website is not suitable for the Ambassador Program for any reason, including, but not limited to inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, contains:

2.1.1. Sexually explicit, pornographic or obscene content (whether in text or graphics)

2.1.2. Speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise)

2.1.3. Graphic violence

2.1.4. Any unlawful behavior or conduct

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes "Collectify" or variations or misspellings thereof in its domain name

2.1.7. Contains software downloads that potentially enable diversions of commission from other affiliates in our program

2.1.8. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Collectify or any other affiliated business

**If we reject your application, you are welcome to reapply to the Ambassador Program at any time, provided, you alter your website to delete all offending content.**

### **3. Setting Up Links**

We will make available to you: banner advertisements and text links to our website ("Links"). In using the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links. All Affiliate websites shall display such graphic images prominently throughout your websites as you see fit and with our consent. A Link can be modified and/or expanded with our consent. We have the right, in our sole discretion, to monitor your website at any time and from time to time to determine if you are in compliance with the terms of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our website are appropriate and to further notify you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Collectify Ambassador Program.

### **4. Order Processing**

We will process orders placed by customers who follow the Links from your website to the Collectify website. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements, which we may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, cancellations, returns and payment processing will be our responsibility. We will track the amount of sales generated by your website and will make this information available to you through our website. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your website and our website are properly formatted. You are responsible to inform Collectify of any suspected problems in the tracking code immediately.

### **5. Commissions**

5.1. All commissions are generated from, and limited to, new customer product purchases of Collectify Home Inventory software.

5.2. We will pay you a commission for all new customer product purchases, utilizing the Links between your website and ours, for products which we deliver to such customer and for which we have received full payment.

5.3. Commission rates are discussed in Schedule A (follows agreement below).

5.4. A commission will only be paid if the customer is tracked as originating from your Link from the time of the Link to the time of the sale.

5.5. For a sale to generate a commission, the customer must follow the Link for your website to our website, purchase the product or products in question using our online ordering system, and remit full payment to us. However, no commission will be paid for orders that are refunded, not paid for, undeliverable or payment for which is credited to any customer.

5.6. Collectify shall set the price of any products in its sole discretion.

5.7. No commission is due or payable on the sale of any other products, including but not limited to Collectify (Collector's Edition), services, subscriptions offered by or sold by Collectify or any other partners, affiliates, advertisers or sponsors.

## **6. Payments**

In order to receive payment, we require that all program affiliates have a valid PayPal account or must register for a valid PayPal account if you have not already done so. We will pay your commission on a monthly basis. Within approximately thirty (30) days following the end of each month, we will credit your PayPal account for the commission earned on the products shipped during the preceding month. If the commission payable to you for any month is less than twenty-five (\$25.00) U.S. dollars, we will hold those commissions until such time as your commissions earned equals at least twenty-five (\$25.00) U.S. dollars. If a product sale that generated a commission is refunded by the customer, we will deduct the corresponding commission from your next monthly payment. We reserve the right to remit payments to you electronically, in our sole discretion.

## **7. Copyright**

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

## **8. Materials**

Collectify may provide certain materials for use by you and on your website. These materials may include, but are not limited to: free products, promotional materials, product samples, banners, promotional links and language. Collectify retains all rights in these materials including the right to modify, remove (or ask you to remove) and to stop using said materials at any time and for any reason. Affiliate will not alter, add to, subtract from, or otherwise modify the materials provided by Collectify without first obtaining written consent from Collectify.

## **9. Promotion Restrictions**

9.1. You are free to promote your own websites, but naturally any promotion that mentions Collectify could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Collectify. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Collectify so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Collectify so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites as independent from Collectify. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Collectify Ambassador Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

9.2. Affiliates that bid in their Pay-Per-Click campaigns on keywords such as Collectify.com, Collectify, www.collectify, www.collectify.com, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from the Collectify Ambassador Program. We will do everything

possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

9.3. Affiliates are not prohibited from keying in prospect's information into the purchase form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in Collectify's products).

9.4. Affiliate shall not transmit any so-called "interstitials", "Parasiteware™", "Parasitic Marketing", "Shopping Assistance Application", "Toolbar Installations and/or Add-ons", "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Collectify's site (i.e., no page from our site or any of Collectify's content or branding is visible on the end-user's screen). As used herein a "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a webpage or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, popups, 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, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Collectify site in IFrames, hidden links and automatic popups that open Collectify's site; (d) targets text on websites, other than those websites 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 websites 100% owned by the owner of the application.

## **10. Fraud**

Collectify also retains the right to review all commissions for possible fraud. Any incidence of fraud constitutes a breach of this Agreement, and Collectify retains full authority to terminate this Agreement immediately. If such fraud is detected, Collectify shall not be liable to you for any commissions for such fraudulent sales.

## **11. Non-Exclusive**

This is a non-exclusive agreement as to Collectify and Affiliate. Both parties may enter into similar agreements with other parties.

## **12. Grant of Licenses**

12.1. We grant to you a non-exclusive, non-transferable, 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 (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Collectify Ambassador Program. You agree that all uses of the Licensed Materials will be on behalf of Collectify and the good will associated therewith will inure to the sole benefit of Collectify.

12.2. 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. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other

than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

### **13. Termination**

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

### **14. Validity**

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Agreement.

### **15. Interruption of Service**

Although Collectify will try to keep the service operational at all times, a certain amount of downtime and interruption of service is always possible and inevitable. Collectify is not responsible for any interruption of the service and Affiliate agrees not to hold Collectify liable for any consequences of interruption of any service.

### **16. Representations and Warranties**

You represent and warrant that:

16.1. 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;

16.2. 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;

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

### **17. Limitations of Liability**

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL COLLECTIFY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

### **18. 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.

## **19. Miscellaneous**

19.1. 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 Collectify. 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 website or any other sites or otherwise, that reasonably would contradict anything in this section.

19.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

19.3. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

## **20. Entire Agreement**

20.1. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

20.2. This Agreement contains the entire agreement of the parties and no oral statements or prior agreements shall have any force and effect. Collectify may modify the terms of this agreement from time to time, and it is Affiliate's responsibility to check for any changes.

## Schedule A

Commission rates for new customer purchases of Collectify Home Inventory are as described below.

- The first ten (10) new customer purchases of our product are paid at a twenty (20%) percent commission rate. For example, if the customer purchases one copy of Collectify Home Inventory, generating a sale of \$49.95, the commission would be based on \$49.95, which would be equal to \$9.99 ( $\$49.95 \times 20\% = \$9.99$ ).
  
- New customer purchases eleven (11) to thirty-five (35) generate a commission rate of thirty (30%) percent. For example, your commission on your eleventh (11) sale of Collectify Home Inventory, based on a single sale of the product, would be equal to \$14.99 ( $\$49.95 \times 30\% = \$14.99$ ).
  
- New customer purchases thirty-six (36) and above are paid at a commission rate of forty (40%) percent. For example, your commission on your thirty-sixth (36) sale of Collectify Home Inventory, based on a single sale of the product, would be equal to \$19.98 ( $\$49.95 \times 40\% = \$19.98$ ).