

## **Deborah King Center Website Limited License and Acceptable Use Agreement**

This Website Limited License and Acceptable Use Agreement (“Agreement”) is made and entered into on [date] between Deborah King Center, (“Deborah King Center”) a health and wellness organization with its principal place of business at 4607 Lakeview Canyon Rd., Suite 583, Westlake Village, CA 91361 and, (“WEBSITE USER”) an [entity] with its principal place of business at [address]. (Deborah King Center and WEBSITE USER, individually a “Party” and collectively the “Parties”).

1. **Term of the Agreement.** This Agreement shall commence on [START DATE] and conclude on [12 MONTHS]. Thereafter, the Agreement shall automatically be renewed for subsequent terms of one upon payment of the annual License and Hosting fee. This Agreement may be terminated immediately by either Party for cause. The terms “cause” means (i) a material breach of this Agreement; or (ii) fraud or misrepresentation against a Party.
2. **Limited License.** Deborah King Center grants WEBSITE USER a personal and non-transferable, limited, non-exclusive, revocable license to access and use certain portions of the Website as set out on a site-map in accordance with the Terms of this Agreement (“Website”). Deborah King Center may terminate this license at any time where it considers its copyright, trademark or other intellectual property has been infringed accidentally or intentionally or that the scope of usage is outside the terms of this Agreement.
3. **Acceptable Use.** The Website shall not be licensed, sublicensed, sold, resold, rented, leased, transferred, assigned, distributed or shared by WEBSITE USER to or with any third party, at any time. WEBSITE USER shall not (i) reproduce, modify, reverse engineer, decompile translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of the Website; (ii) use, provide, or allow others to use the developed Website for the benefit or sale to any third party; (iii) allow the transfer, transmission, export or re-export of the Website in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; and (iv) attempt to gain access to the software or Deborah King Center servers or other resources; and (v) add any content to the website that is unacceptable under regular and standard operating guidelines for similarly situated websites.
4. **Payment.** WEBSITE USER agrees to pay Deborah King Center (i) the Setup Fee as stated at time of purchase; and (ii) and an Annual Host and License Fee of \$499.00 due annually, commencing 12 months from the commencement of this Agreement.

5. **Deborah King Center's Services.** During the term of this Agreement, Deborah King Center will provided the following services to WEBSITE USER:

5.1 Website Design. Deborah King Center will provide WEBSITE USER with access to the Website with the content selected as set forth in Exhibit A. Deborah King Center shall not provide any equipment, software, or communication connection to WEBSITE USER. No technology or distribution channel will be established with respect to the installation of this electronic platform. Deborah King Center shall have sole control over the content of the Website.

5.2. Website Hosting. Deborah King Center will provide WEBSITE USER with a dedicated or shared server located with an Internet address for the term of this Agreement.

5.3. Site Backup. At Deborah King Center's expense, Deborah King Center shall backup the content of the Website in a commercially reasonable manner for a running period of thirty (30) days.

5.4. Security. Deborah King Center will maintain physical, electronic and procedural safeguards designed to: (i) ensure the security and confidentiality of the Website; (ii) protect against any anticipated threats or hazards to the security or integrity of the Website; and (iii) protect against unauthorized access to or use of the Website.

6. **Intellectual Property.**

6.1 Ownership of Intellectual Property. Deborah King Center retains all right, title and interest to its intellectual property with respect to the Website created by Deborah King Center. The term "intellectual property" includes, trademarks, service marks, names, logos, copyrights, trade secrets, proprietary technology know-how, patentable inventions, including designs, content, technical data, research and other related information.

6.2 Infringement Indemnity. Deborah King Center agrees to defend and hold WEBSITE USER harmless from any and all intellectual property infringement claims, suits, demands, damages or costs of suit, based on intellectual property provided by Deborah King Center to WEBSITE USER. WEBSITE USER agrees to provide prompt notice of any such claim and cooperate in the defense of such claim. In the event of such claim demand or suit, Deborah King Center shall have the right to (1) obtain the rights to continue using any intellectual property at no additional cost to WEBSITE USER, (2) modify or repair the technology or software so that it continues to function substantially as before but does not infringe or (3) on one hundred eighty (180) days' notice, terminate this Agreement with WEBSITE USER and refund any unearned license, use, transaction, professional services or other fees as of the termination date. Deborah King Center shall have the right to conduct the entire defense of such claim, demand or suit.

**7. Disclaimer of Warranties.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, DEBORAH KING CENTER MAKES NO ADDITIONAL, WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NON-INFRINGEMENT OR THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE OR COMPLETELY SECURE. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS". DEBORAH KING CENTER DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO PROMISES, OR CLAIMS ABOUT SPECIFIC RESULTS RELATING TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE MICROSITE AND THE SERVICES.

**Limitation of Liability.** DEBORAH KING CENTER IS NOT LIABLE FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, OR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE EVEN IF DEBORAH KING CENTER HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DEBORAH KING CENTER BE LIABLE FOR ANY PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR ATTORNEY FEES UNLESS SEPARATELY AUTHORIZED BY THIS AGREEMENT. DEBORAH KING CENTER'S DAMAGES SHALL BE LIMITED TO THE ONE TIME SET UP FEE AND ONE ANNUAL HOSTING AND LICENCE FEE.

## **8. Indemnity.**

**Indemnity by Deborah King Center.** Deborah King Center shall indemnify, hold harmless and defend the WEBSITE USER from all causes and liability, including related costs, expenses and fees arising out of (i) any and all services performed by Deborah King Center, or its respective officers, employees or agents pursuant to the terms of this Agreement; (ii) the gross negligence or willful action of Deborah King Center; or (iii) any breach by Deborah King Center of any term, condition, warranty, or representation of this Agreement.

**Indemnity by Website User.** WEBSITE USER shall indemnify, hold harmless and defend Deborah King Center from all causes and liability, including related costs, expenses and fees arising out of (i) any and all services performed by WEBSITE USER, or its respective officers, employees or agents pursuant to the terms of this Agreement; (ii) the gross negligence or willful action of WEBSITE USER; or (iii) any breach by WEBSITE USER of any term, condition, warranty, or representation of this Agreement.

**9. Affiliate Agreement.** An Affiliate Agreement in the form attached here is entered into simultaneously with this agreement; see attached.

## **10. Miscellaneous.**

10.1 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles. The parties agree and consent to the venue in any court of competent jurisdiction in the State of California and further agree that such courts shall have sole and exclusive jurisdiction over any disputes arising under the terms of the Agreement.

10.2 Notices. All notices required under this Agreement must be in writing and shall be considered given if (i) delivered personally; (ii) electronic mail if directed to an internet location to which a party has consented, or (iii) by fax. For purposes of notice the address of the parties shall be:

If to Deborah King Center: Deborah King Center Inc.

If to WEBSITE USER: [WEBSITE USER Name]

10.3 Modification. This Agreement may not be modified, amended or waived except by a written document signed by the Parties.

10.4 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, warranties and representations, if any, between the Parties with respect to the subject matter of this Agreement.

10.5 Capacity. Each Party represents that it has full capacity and authority to enter into and execute this Agreement. Each person who executes this Agreement in a representative capacity represents and warrants that he or she has full power and authority to bind his or her principal.

10.6 Assignment. The Parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the other Party.

10.7 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed to confer upon or give any person, firm, or corporation, other than Deborah King Center and WEBSITE USER, any rights or remedies upon or by reason of this Agreement.

10.8 Independent Contractors. The relationship between Deborah King Center and WEBSITE USER is that of independent contractors and neither Party shall have any authority to obligate or bind the other Party in any respect. Notwithstanding any to the contrary, this Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties.

10.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy and which taken together shall be deemed to constitute one and the same agreement.

## **Deborah King Center Affiliate Program Terms and Conditions**

To participate in the Deborah King Center Affiliate Program, you must agree to the following:

This Affiliate Agreement (the “Agreement”) contains the complete terms and conditions between us, Deborah King Center (“DKC” or “we”), and you, the Affiliate (“you” or “Affiliate”), regarding your application to participate as an Affiliate of Deborah King Center and its owned and operated websites, and the establishment of links from your website to our websites. Each Affiliate Program offer (an “Offer”) may be for any offering by Deborah King Center and may link to a specific web site for that particular Offer. Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and are incorporated as part of this Agreement.

**BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE DEBORAH KING CENTER AFFILIATE PROGRAM OR ONE OF ITS OFFERS, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Deborah King Center’s Affiliate Agreement Definitions:

“We”, “Our”, “Us”, – “Deborah King Center”, (collectively, “DKC”) “You”, “Your” and “Affiliate(s)” – the business, individual or entity applying for participation in the Deborah King Center Affiliate Program, or that displays our products, services, and/or promotions on its website or within its web-based promotions in exchange for receiving remuneration from DKC for sales resulting from such display.

“Affiliate Site” – the Affiliate’s internet site which displays Deborah King Center Products, Events (including in-person, online, audio, and/or video), Courses, Services and/or Promotions.

“Offer” – the marketing and promotion as part of the Deborah King Center Affiliate Program.

“Commission Fees” or “Commissions” – Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to Deborah King Center and its owned and operated websites under and in accordance with this Agreement.

“Qualified Purchase” – a sale of Deborah King Center Products and Services by DKC to a Referred Customer which meets the criteria set forth in Section 5 hereof.

“Referred Customer” – each new and unique customer referred from Affiliate through a Link (defined in Section 3 below) provided by or approved by Us, which meets the criteria set forth in Section 5 hereof.

### **1. Enrollment in the Deborah King Center Affiliate Program**

1.1. To begin the enrollment process, you must submit a completed Affiliate Program Signup Form. The Signup Form can be [found here >>>](#)

1.2. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for our Affiliate Program for any reason, including, but not limited to, inclusion of content that is, in our opinion, unlawful or does not meet our terms herein.

## **2. Promotion of our Affiliate Relationship and Affiliate Responsibilities**

Subject to our acceptance of you as an affiliate and your continued compliance with the terms and conditions of this Agreement, Deborah King Center agrees as follows:

2.1. We will make available to you via the Affiliate Program a variety of graphic and textual links (each of these links sometimes being referred to herein as “Links” or, individually, as a “Link”), which are subject to the terms and conditions hereof. The Links will serve to identify your site as a member of the Deborah King Center Affiliate Program and will establish a Link from your site or e-mails sent by you and clearly identified as coming from you to our Program Web Sites. The Links may connect to any area of our sites (although commissions will only be issued on Qualified Purchases). In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links.

2.2. Affiliate will link its site to areas within DKC’s sites using special URLs specified in the Offer (the “Required URLs”). Affiliate may post as many links to the Required URLs and the rest of DKC’s sites as it likes on Affiliate’s site. The position, prominence, and nature of links on the Affiliate’s site shall comply with any requirements specified in the Offer, but otherwise will be in the discretion of the Affiliate.

2.3. Affiliate agrees not to make any representations, warranties, or other statements concerning DKC, DKC sites, any DKC products or services, or DKC site policies, except as expressly authorized by the Offer.

2.4. Affiliate is responsible for notifying DKC of any malfunctioning of the Required URLs or other problems with Affiliate’s participation in the Offer. DKC will respond promptly to all concerns upon notification by the Affiliate.

2.5. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; creating and posting product reviews, descriptions, and references on your site and linking those descriptions to our website; the accuracy and propriety of materials posted on your site (including, but not limited to, all materials related to Deborah King Center Products, Events, Courses, and Services); ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

2.6. Affiliate will not present or use any unauthorized content at its site, including, without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that (i) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, DKC; (ii) is misleading, defamatory, libelous, obscene, or otherwise objectionable; (iii) infringes, derogates, dilutes, or impairs the rights of DKC or any third party; (iv) refers to DKC but is used as part of a name of a product or service of a company other than DKC; or (v) is used in any other manner inconsistent with any term of this Agreement or with any provision of law.

2.7. It is the intent of DKC to treat our customers fairly and to comply fully with all Federal Trade Commission's regulations related to advertising. As such, we require our Affiliates to comply with these regulations. This includes, but is not limited to, Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising, which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case DKC) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation. DKC reserves the right to withhold commission fees and cancel the Affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

### **3. Deborah King Center Responsibilities**

3.1. We will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our Program Web Site(s). DKC will solely be responsible for processing orders on Qualified Purchases placed by a Referred Customer following a Link from your site or email promotion, for tracking the volume and amount of Qualified Purchases generated by your site or email promotion, and for providing information to Affiliates regarding Qualified Purchases statistics. DKC will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds, and related DKC service. Any determination made by DKC regarding the foregoing shall be binding absent manifest error.

### **4. Ownership, Licenses, and Restrictions**

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. As used herein, the following terms shall have the following meanings:

4.2.1. "Deborah King Center Marks" shall mean DKC trademarks and service marks now or hereafter adopted by DKC.



4.2.2. “Deborah King Center IP” shall mean all Deborah King Center Marks, logos, slogans, distinctive color combinations, symbols now or hereafter adopted and in use by DKC, whether registered, or in common law use in connection with the sale and advertising of DKC’s publications, calendars, products, workshops, online events, courses, and live events, as well as such other products and services which may be designated by DKC from and after the date of this Agreement.

4.2.3. “Author Marks” shall mean DKC author trademarks and service marks now or hereafter adopted by its authors.

4.2.4. “Author IP” shall mean the names, images, likenesses, Author Marks, logos, slogans, distinctive color combinations, and/or symbols now or hereafter adopted and in use by DKC’s authors, whether registered or in common law use in connection with the sale and marketing of publications authored by, and/or live events featuring DKC’s authors.

4.2.5. “IP” shall mean DKC and Author IP separately and collectively.

4.3. Conditioned upon Affiliate’s good standing with DKC, DKC grants Affiliate a revocable, non-exclusive, worldwide license to use, reproduce and transmit (the “IP”) solely for the purpose of creating links from Affiliate’s site to the DKC site during participation in Offer, and subject to the express conditions set forth below:

4.3.1. Except as expressly set forth in this Agreement, Affiliate may not copy, distribute, modify, reverse engineer, or create derivative works from the IP. Affiliate may not sublicense, assign or transfer any such licenses for the use of the IP, and any attempt at such sublicense, assignment or transfer is void.

4.3.2. The use of the IP as part of a URL is strictly prohibited. Affiliate agrees to immediately transfer title to any such URL to DKC immediately upon request.

4.3.3. Affiliate may use DKC product images and descriptions from DKC websites, provided:

- (a) Use is to promote DKC or DKC Authors in a positive manner
- (b) Source is referenced by placing an affiliate link to the specified item or author on the web page where the use was made
- (c) Affiliate link is required for any use of content or images found on our websites

4.3.4. Affiliate, its related parties, agents or employees of Affiliate:

- (a) May not use our IP in any bids for keywords or Google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), and in any metatags for our IPs or the following trademarks: “Deborah King Center,” “Deborah King,” “Lifeforce Energy Healing,” or a derivation of these trademarks, including trademark+ term, or any other word or term that is likely to cause confusion regarding its affiliation with Deborah King Center

or our authors. This restriction includes but is not limited to deliberate misspellings or variations of the trademark DEBORAH KING CENTER or author trademarks above. Some examples of these keywords include, but are not limited to:

Deborah King Center

(b) May not use Deborah King Center Web Properties

[www.deborahking.com](http://www.deborahking.com)

or any variation thereof as the display URL in any Search Engine or similar marketing campaign without the prior written consent of DKC.

(c) Will use Author Marks only to promote and market DKC approved Products, Events, and Courses.

(d) May not use any Deborah King Center Mark or Author Marks as the name, ID, group, subgroup, or identifying designation in any social media platform without the prior written consent of DKC.

(e) May not promote products, events, or online courses specific to XX on affiliate websites, social media, email, newsletters, or any other affiliate promotions.

(f) DKC reserves the right to restrict keyword searches on DKC marks at any time.

4.3.5. 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 DKC Web sites (i.e., no page from our site or any DKC Web Properties’ 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 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, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in iFrames, hidden links and automatic pop ups that open DKC Web sites; (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.

4.3.6. Affiliate will not engage in typosquatting (also called URL hijacking) or cybersquatting, including but not limited to registration and use of URL's containing misspellings of DKC or Author Marks, which URLs seek to capture traffic based upon typographical errors made by Internet users when inputting a website address. Affiliates found to be involved in such practices will be banned from the Affiliate Program with all of their commissions reversed.

4.3.7. Affiliate agrees to not post coupons or promotional offers that were unintended for your site. This includes user-generated content.

4.3.8. Affiliate agrees that your Web site will not in any way copy, resemble, or mirror the look and feel of our Web site. You will also not use any means to create the impression that your Web site is our Web site or any part of our Web site including, without limitation, framing of our Web site in any manner. Cookie stuffing, pop-ups, false or misleading links are strictly prohibited.

4.3.9. DKC reserves the right to ask Affiliate where IP and affiliate links are being used and what methods are being used by Affiliate to drive traffic to DKC Web Properties.

4.4.10. DKC reserves the right to terminate the rights granted herein at any time.

4.4.11 Affiliate grants DKC a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate solely for co-branding purposes or as a return link from DKC's sites to Affiliate's site. DKC will remove such graphic or banner ad upon Affiliate's request.

## **5. Order processing, Commissions, and Payments.**

5.1. DKC agrees to pay Affiliate the commission specified in the Offer if DKC sells to a visitor to the DKC site(s) (a "Customer") a product or service that is the subject of the Offer and if that Customer has accessed the DKC site(s) and purchased the product or service via a Qualifying Link.

5.1.2. A "Qualifying Link" is a link from Affiliate's site to DKC site using one of the Required URLs or any other URL provided by DKC for use in the Offer if it is the last link to the DKC site that the Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with the DKC site via a link from the Affiliate's site and terminating when the Customer either returns to the DKC site via a link from a site other than Affiliate's site or the Engagement expires or is terminated.

5.1.3. DKC will pay Affiliate commissions earned monthly, provided that Affiliate account threshold setting is met.

5.2. DKC shall have the sole right and responsibility for processing all orders made by Customers. Affiliate acknowledges that all Agreements relating to sales to Customers shall be between DKC and the Customer.

5.3. All determinations of Qualifying Links and whether a commission is payable will be made by DKC and will be final and binding on both DKC and Affiliate. Prices for the products will be set solely by DKC in its discretion.

5.3.1. Commissions are not paid on, and will not include, a single sale to the Affiliate themselves; meaning Affiliate cannot purchase the Product for their own use through their link and receive a commission on that sale. Affiliate commissions are counted and final numbers are deemed final at the sole discretion and decision of DKC.

5.4. DKC reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s). DKC reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent and questionable DKC purchases.

5.5. Affiliate is responsible for informing DKC about changes to postal and email addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact DKC's ability to issue a valid Commission payment. Failure to provide the correct addresses may result in the forfeiture of any Commissions due to Affiliate. Commission Fees that are returned for invalid or insufficient address information or for other reasons may be forfeited as well.

5.6. Affiliate is responsible for providing DKC with the tax and payment information required to issue a Commission Fee to Affiliate. If DKC does not receive the necessary tax or payment information within 90 days of a Commission Fee being earned, DKC will consider that Commission Fee to be forfeited by the Affiliate and no payment will be issued.

5.6.1. Each Affiliate is required to submit a W8/W9 tax form before DKC will issue any Commission Fees. Affiliate is responsible for the payment of all taxes related to the commissions you earn under this Agreement. In compliance with tax laws, DKC will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable amount warranting the Form 1099.

5.6.2. Any address changes must be made in the Affiliate profile in the Affiliate Console at least 15 business days prior to the end of the payment time period in order for Commissions for that time period to be sent to the revised address.

5.6.3. DKC is not responsible for any third-party fees charged by PayPal, bank, or other financial institutes used to receive Affiliate Commission Fees.

5.6.4. Disputes: Affiliate has access to DKC's real-time Affiliate Program statistics and activity and specifically agrees to file any tracking or commission disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by DKC and Affiliate forfeits forever any rights to a potential claim.

5.6.5. DKC, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted.

## **6. Privacy.**

6.1. Affiliate agrees that emails promoting Deborah King Center Products, Events, Courses, and Services, its authors, products or events, must comply with the U.S. Federal Can-SPAM Act and any comparable laws that apply to the transmission of Affiliate's emails.

6.1.2. Affiliate agrees NOT to send any unsolicited email to any party while under this Agreement. DKC has ZERO tolerance toward any Affiliate who spams any party or individual. If Affiliate is caught spamming by "bots" or automated or anonymous social media posting, they will be removed from the Deborah King Center Affiliate Program, and their commissions or pending commissions will be canceled and/or forfeited. Spam is defined as emailing or posting to anyone who has not requested information via email or any website, and also includes "spamming search engines" or social media with links. Affiliate agrees to abide by all Federal Trade Commission Guidelines of the U.S. Federal Can-SPAM Act.

6.2. Affiliate shall only send an email or other form of electronic message or advertisement containing DKC's name, product, event, course, or service, web site address, metatag or any other type of identifier to any recipient if the recipient has directly consented to receive such communication from Affiliate or Affiliate has a pre-existing business relationship with the recipient. In addition, Affiliate agrees to provide a recipient of such communication with the ability to "opt out" of further communications from Affiliate either by calling a toll free number or by sending an "unsubscribe" email to Affiliate.

6.3. Affiliate agrees to receive communications via email, mail, and phone from DKC when related to the participation in the Deborah King Center Affiliate Program. This includes program newsletters, and on occasion, special offers and other notifications.

6.3.1. Affiliate agrees to keep Affiliate Account contact information current.

6.3.2. Affiliate understands that invalid contact information is grounds for removal.

## **7. Termination.**

7.1. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five days prior written notice of such termination to the other party. Termination of this Agreement shall also terminate any outstanding Offers. However, all rights to payment, causes of action, and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

## **8. Representations.**

8.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided

to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, antidiscrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

8.2. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, DKC makes 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, including the tracking of information about Referred Customers during the period of interruption.

## **9. Indemnification.**

9.1. Affiliate agrees to indemnify, defend, and hold harmless DKC and its affiliates, directors, officers, employees, and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

9.2. Your application submission acknowledges that you have read this Agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit DKC relationships on terms that may differ from those contained in this Agreement. We may also solicit DKC relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the Deborah King Center Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

## **10. Limitation of Liability.**

10.1. Except for Section 7.1 ("Indemnification"), in no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential, or incidental damages, even if informed of the possibility of such damages.

## **11. General.**

11.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect. 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 DKC's behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.

11.2. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this Agreement shall be brought in the federal or state courts located Los Angeles County, California. All official correspondence shall be sent by registered mail to DKC's headquarters, to the attention of the DKC Affiliate Manager.

11.3. DKC may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on the Deborah King Center Affiliate Site and giving you notice of the modification. IF ANY MODIFICATION IS UNACCEPTABLE TO THE AFFILIATE, ITS ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AFFILIATE'S CONTINUED COMPLIANCE WITH THIS AGREEMENT FOLLOWING DKC'S POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON ITS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

11.4. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

11.5. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.