

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

This Affiliate Membership Agreement (the "Agreement") is made by and between Ground Level Distribution, LLC an Georgia, USA corporation ("Ground Level Distribution"), and you, as an Affiliate utilizing the Ground Level Distribution website ("You", "Your", "Affiliate"). If You have registered for, or on behalf of an entity, You are deemed to have accepted this Agreement on behalf of that entity and are authorized by that entity to do so.

You must agree to abide by the terms and conditions contained in this Agreement in order to participate in the Ground Level Distribution Affiliate Program.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### 1. DEFINITIONS

- 1.1. "Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action. Affiliates use Ground Level Distribution for fund raising campaigns, tracking, reporting, and receipt of commission payment.
- 1.2. "Affiliate Program" and "Program" refer to the nature of this Agreement described herein.
- 1.3. "Commission" means the Payout that Ground Level Distribution sets and agrees to pay for Visitors referred to the Ground Level Distribution Web site that results in a sale of a product.
- 1.4. "Content" means information, data, text, documents, software, music, sound, photographs, graphics and video.
- 1.5. An "end user" means an actual or potential consumer, customer or other natural person.
- 1.6. An "entity" means a sole proprietorship, corporation, partnership, limited liability company, trust, government agency or instrumentality or other entity recognized by law as a legal person separate from its owners.
- 1.7. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- 1.8. "Intellectual Property Rights" means technology, templates, designs, Sites, methodologies, processes, names, strategies, marks, logos, Content, documentation, training manuals, and other materials, as well as any and all patent, trade secret, trademark, copyright and other intellectual property and proprietary rights therein and thereto.
- 1.9. A "link" means any software, software code, programming or other technology or method (or any combination of the foregoing including text, a product image, buttons, banners, videos or any other format acceptable to the Ground Level Distribution) that (i) creates a hyperlink between two Sites, or (ii) otherwise causes a Web access device to display to its user a "banner," "button," text-mention, word, phrase, logo or other textual or graphical material that, when activated by a person, results in a Site being served to such person or such person being able to electronically access, receive or obtain Content, products, services or other offerings from the linked Site.
- 1.10. "Payout" means the amount of commission that Ground Level Distribution agrees to pay for an sale resulting from an Affiliate link. The Payout is defined as a percentage of a total sale amount (not including tax, shipping and handling charges).
- 1.11. A "person" is to be broadly construed and includes any natural person or entity.
- 1.12. A "qualifying link" means any type or format of link that is provided or authorized by Ground Level Distribution to be displayed, distributed or placed on or by a Site pursuant to an engagement and which, through addition and/or use of any technology and/or methodology, can be

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

tracked so that such Ground Level Distribution can monitor the impressions, click-throughs and/or other tracked activities achieved by the display, distribution and/or placement of such link. The term “qualifying link” shall also refer to any equivalent link, mechanism or technology that, upon being activated, causes the same result as clicking on a qualifying link.

- 1.13. "Site" or "Web site" means, as the context requires, either (a) one or more Web pages, database, computer files, emails, scripts, software or other application, or other destination, together with supporting files and programming, that are on, provided, or accessible through the Web or works on or in relation to the Web, or (b) a person owning or operating any such Site, or (c) both. A person that owns or operates a Site may have offline businesses which would not preclude it from being a Site for the purposes of this Agreement.
- 1.14. A "tracked activity" means any type of preagreed or predefined activity or result that is sought by Ground Level Distribution in relation to a qualifying link. The kinds of tracked activities that Ground Level Distribution may seek to promote through such arrangements may include, by way of example, impressions, click-throughs, the sale of products or services, the downloading of software, files or other items, the completion of an application, registration or other form, the opening of an account, membership enrollment, or any other kind of action, transaction or activity that can be tracked and reported upon.
- 1.15. "Visitor" means any person, or user that clicks on a Link to the Ground Level Distribution Web site placed on an Affiliate's Web site or other marketing materials.
- 1.16. "VOID" means a reversal of a Payout previously earned for a sale that is later rescinded or corrected by Ground Level Distribution. Ground Level Distribution may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.
- 1.17. "Web" or "Internet" or "online" means the global computer network currently referred to as the Internet, including the World Wide Web, and any and all successor networks, irrespective of what wired, wireless or otherwise connected device, platform or technology is used to access it.

## **2. THE PROGRAM**

- 2.1. Ground Level Distribution has developed and operates a program (the "Program") which allows Affiliates to participate in raising funds for their organization. Affiliates earn a percentage of the sales made through custom links to improve their ability to meet the needs of their members.
- 2.2. When You are approved as an Affiliate at the Ground Level Distribution website, You are issued a unique URL, or web link, that will result in a percentage of all purchases on the Ground Level Distribution Web site using that link to be credited to the organization. Organizations may share their Affiliate link on websites, social networking sites, and other promotional materials that they create, as well as purchase custom printed promotional materials from Ground Level Distribution, provided that the criteria in this Agreement are met.
- 2.3. When Ground Level Distribution customers initiate a shopping session using Your custom link, they are redirected to a unique “landing page” on the Ground Level website that explains the nature of Your organization as it is affiliated with the link. The landing page displays featured products, and the customer can then shop for items that will credit Your organization after their purchase.

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

### 3. SERVICE AND SUPPORT

Ground Level Distribution will provide support for the Affiliate Program as indicated in this Agreement.

### 4. EMAIL CONTACT

Ground Level Distribution reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Program or any related products and services on the Ground Level Distribution Web site.

### 5. REGISTRATION

5.1. Minimum Requirements: To sign up as an Affiliate of Ground Level Distribution and to use the Program as an Affiliate Member you must

5.1.1. be at least 18 (eighteen) years of age, and

5.1.2. supply a valid tax-id, which may be your social security number for individuals, or a federal tax-id for corporations or entities, and

5.1.3. provide at Your expense Your own computer equipment and Internet access.

5.2. Prohibited Sites

The following types of sites ARE NOT ALLOWED to participate in the Ground Level Distribution Affiliate Program:

5.2.1. Adult Sites

5.2.2. Sites That Display Adult Banners

5.2.3. Sites That Promote Violence, Bigotry, Or Hatred

5.2.4. Sites That Promote Illegal Activity, Including But Not Limited To Warez, Cracking, And Hacking Sites.

5.3. Members Only Secure Zone Access

As part of the registration process, You will be provided a username and password combination that You use to access the Secure Members Only Area on the Ground Level Distribution Web site.

5.4. Your Registration Information

You shall provide Ground Level Distribution with accurate, complete and updated registration information.

5.5. Confirmation of Accuracy

Ground Level Distribution has the right to confirm or otherwise verify or check, in its sole determination, the truth and accuracy of any registration information at any time. Please note that the verification of Your registration information, specifically, your name, address and Tax identification number, against a third party database may be considered under certain laws to constitute a "credit check." Notwithstanding that, your participation in the Ground Level Distribution Affiliate Program does not depend on Your credit worthiness or financial stability. Ground Level Distribution is not making as part of the registration process, and will not otherwise make, any type of inquiry to any third party regarding any individual's credit history and personal financial information without first obtaining such individual's express prior authorization to do so.

5.6. Penalties for Supplying Inaccurate Information

Please be advised that if any information is determined in good faith by Ground Level Distribution to be misleading, inaccurate or untruthful, Ground Level Distribution may restrict, deny or terminate Your account, Your access and use of, and/or any benefits derived from Your participation in the Ground Level Distribution Affiliate Program; Ground Level Distribution may also withhold payment of any commissions and/or other fees that may be or become due or payable

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

to You, and may assess charges against such amounts for Ground Level Distribution's activities in connection with the investigation and/or verification of such information and/or otherwise in accordance with this Agreement.

5.7. **Affiliate Authorized Representative**

You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that Ground Level Distribution may rely on any data, notice, instruction or request furnished to Ground Level Distribution by You which is reasonably believed by Ground Level Distribution to be genuine and to have been sent or presented by a person reasonably believed by Ground Level Distribution to be authorized to act on Your behalf.

5.8. **Unauthorized Use of Account**

You shall notify Ground Level Distribution of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Ground Level Distribution and referral to the appropriate law enforcement agencies.

5.9. **Voluntary Participation**

Your participation in the Ground Level Distribution Affiliate Program is as an Affiliate. Your participation is purely voluntarily and You may terminate Your participation at any time. Neither Ground Level Distribution nor any authorized representative shall be construed or deemed as having solicited, requested or procured You or Your services to promote Ground Level Distribution or its respective trade or business, or goods, products, property, or services.

5.10. **Affiliate Relationship**

You are not and shall not, at any time, be deemed to be a vendor, supplier or provider of goods or services to Ground Level Distribution, and neither Your participation in the Ground Level Distribution Affiliate Program, use of any Ground Level Distribution Offerings or receipt of payment of any compensation under any Ground Level Distribution-tracked engagement shall be construed or be deemed to be an inducement for, solicitation of You to provide any products or services to Ground Level Distribution.

## **6. PROHIBITED ACTIVITIES**

In respect or in relation to any Site (or portion thereof) used by You in connection with Your participation in the Ground Level Distribution Affiliate Program, You may not engage in any activity that is or constitutes, or that involves, facilitates, advocates or promotes, one or more of the following:

- 6.1. discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;
- 6.2. libelous, defamatory, threatening, harassing, tortious, or similarly abusive activities;
- 6.3. obscene, pornographic, sexually explicit or similar activities;
- 6.4. gambling;
- 6.5. sale, export or use of illegal substances;
- 6.6. terrorism, sedition or other illegal activities;
- 6.7. MP3, MPEG and/or other proprietary materials for download, sale or otherwise, in any case without the permission of the owner of the Intellectual Property Rights

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

- 6.8. a conflict or violation of any law or regulation or any Intellectual Property Rights or other rights of any person or entity;
- 6.9. harm to minors in any way; or
- 6.10. impersonation of any person, including any Ground Level Distribution representative, or misrepresentation of affiliation with any person.

### **7. YOUR OBLIGATIONS**

#### **7.1. No Poaching**

You may not use any Ground Level Distribution Offerings in connection with aggregating, soliciting or recruiting other members of the Ground Level Distribution Affiliate program, advertisers, other Sites or other persons to form or join affiliate marketing, advertising or similar network on other Sites.

#### **7.2. No Sublicense, etc.**

You may not sublicense, rent, lease, sell, resell, outsource or service bureau any Ground Level Distribution Offerings, and any attempt to do so shall be null and void.

#### **7.3. No Reverse Engineering**

You will not make unauthorized modifications, reverse engineer, disassemble, decompile or attempt to derive source code of any Ground Level Distribution Offerings.

#### **7.4. No Hacking, etc**

You agree not to hack, abuse, adversely interfere with, infect with viruses, worms or other malicious or destructive code, or use or cause to be used in extraordinary and unreasonable or inappropriate ways or amounts, any Ground Level Distribution Offerings, including any servers, bandwidth supply, equipment, software and other technological resources provided by Ground Level Distribution.

#### **7.5. No Spam**

You may not use any qualifying links in any electronic message unless

7.5.1. You have received the express written authorization of Ground Level Distribution to use email or other electronic messages to promote it or its qualifying link and

7.5.2. any and all such electronic messages comply in all respects with this Agreement, Ground Level Distribution's terms and conditions, and any and all applicable laws, including the requirements of the Can Spam Act of 2003 (Public Law No. 108-187). Further, no electronic message initiated or sent by You or on Your behalf may identify Ground Level Distribution, except as expressly authorized by Ground Level Distribution, as a sender or sponsor of such electronic message.

#### **7.6. No Interference**

You may not, through downloadable or other technology, replace, intercept, redirect, block, alter or otherwise interfere with the full functioning and intended actions of any qualifying link that has been placed or distributed by another Ground Level Distribution Affiliate Program Member including any action that would in any way prevent the behavior or result that would occur or would have occurred had an end user activated such qualifying link without Your interference.

#### **7.7. No Infringing Uses**

You may not use any name, trademark, service mark, domain name or other Intellectual Property Rights of any third party in connection with Your use of any Ground Level Distribution qualifying links, Ground Level Distribution Offerings, in any way or for any purpose that infringes or violates any Intellectual Property Rights or other rights of such third party, whether for the

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

purpose of increasing the levels of tracked activities attributable to Your qualifying links or for any other purpose.

### 7.8. Fraud, Abuse, etc

You will not, and will not knowingly permit other persons to, engage in any fraudulent, abusive or illegal activity in connection with Your participation in the Ground Level Distribution Affiliate Program.

## 8. PROVISION OF INFORMATION

### 8.1. Reports; Revisions

You acknowledge and agree that You shall receive reports from Ground Level Distribution that identify You and may include data about You and Your qualifying links with Ground Level Distribution. If Ground Level Distribution believes that its reports about its relationship with You contain an error or omission or otherwise require adjustment, Ground Level Distribution may elect to revise those reports and make corresponding changes to Your Reports. Since the reports Ground Level Distribution provides You are the bases for calculating Your Compensation, if any, due to You from Ground Level Distribution, any such adjustment may affect the amount of compensation to which You are entitled.

### 8.2. No Personal End User Data

In order to provide the majority of the Ground Level Distribution Offerings, Ground Level Distribution does not require to be provided, nor does it capture, any personally-identifiable information about any end user who undertakes tracked activities in relation to You. Ground Level Distribution has no obligation or liability to You, any end user or any other person if You or other person should provide such information, for whatever reason, to Ground Level Distribution. Ground Level Distribution may require You to deliver, or may otherwise collect, personally identifiable information about end-users who undertake tracked activities in relation to You. Ground Level Distribution's treatment of such information is between Ground Level Distribution and such end-user, and Ground Level Distribution has no obligation or liability to You in connection with its use of such information.

### 8.3. Privacy Policy

You will ensure that any and all Sites employed by You in connection with Your participation in the Ground Level Distribution Affiliate Program will feature a privacy policy that properly discloses the collection and use of any information You provide or may provide to Ground Level Distribution or other Sites or persons with which You have any affiliate agreement or other arrangement in relation thereto. As to Your personal information, Ground Level Distribution may use Your personal information in any manner or for any purpose that it determines to be appropriate or necessary in its sole discretion in connection with conducting any activities in relation to Ground Level Distribution's business.

### 8.4. Backing Up Data and Other Precautions

Data transfer, conversion, processing and storage are subject to the likelihood of human and machine errors, delays, interruptions and losses. Ground Level Distribution is not liable for any such events or their consequences. You are solely responsible for adopting measures to limit the impact of such events, including backing up any reports or data provided to You. Ground Level Distribution may, from time to time, with or without notice, change the time period covered, type and/or scope of current or historical data stored by Ground Level Distribution and/or to which it provides You with access.

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

### **9. OWNERSHIP AND LICENSES**

#### **9.1. Use of Ground Level Distribution Branded Content**

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Ground Level Distribution provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of Ground Level Distribution, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain Ground Level Distribution's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way without expression permission from Ground Level Distribution.

#### **9.2. License Limitations**

For as long as You are a member in good standing in the Ground Level Distribution Affiliate Program, Ground Level Distribution grants You a personal, non-exclusive, non-transferable, non-sublicenseable, revocable and limited license and right, subject to the terms of this Agreement, to use any software code or other Content that is provided by Ground Level Distribution solely for the purpose of creating and maintaining qualifying links in accordance with this Agreement and Your engagements, for such purpose, and no other purpose, but only in the form so provided.

#### **9.3. Prohibited Uses**

All other use of the Ground Level Distribution Affiliate Program, Affiliate Member Secure Area, any reports made available to You by the Ground Level Distribution and such software code or Content, including modification, publication, transmission, transfer or sale of, reproduction, creation of derivative works, distribution, performance, display, incorporation into another Site or mirroring is prohibited. Ground Level Distribution may change the form and/or content of any report at any time without notice to You.

#### **9.4. Use of the Ground Level Distribution Name**

This Agreement does not grant to You any license or right to use Ground Level Distribution's name or any of its logos or trade or service names or marks, except to the extent required to be used in connection with an URL. Any press release or other public announcement by You regarding this Agreement or Ground Level Distribution or that mentions Ground Level Distribution shall require the prior written approval of Ground Level Distribution. You agree that You shall not disparage Ground Level Distribution or any other members of the Ground Level Distribution Affiliate Program.

#### **9.5. Termination of License**

Ground Level Distribution may immediately terminate Your license to use the marks if Ground Level Distribution reasonably believes that such use dilutes, tarnishes or blurs the value of those marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by Ground Level Distribution above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge Ground Level Distribution's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Ground Level Distribution.

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

- 9.6. **Duration of License Rights; Reservation**  
The above licenses are valid only while You remain a member in good standing of the Ground Level Distribution Affiliate Program and comply with this Agreement. Ground Level Distribution may revoke any such license at any time by giving You notice by e-mail or in writing. Ground Level Distribution reserves all rights that are not specifically granted to You by this Agreement.

### **10. GRANT OF LICENSES TO GROUND LEVEL DISTRIBUTION**

#### **10.1. Use of Your Content**

Other than as provided below, in order to participate in the Ground Level Distribution Affiliate Program, You are not required to provide Ground Level Distribution with any Content or other materials. Should You do so, by way of uploading, delivering or otherwise making available to Ground Level Distribution any Content and/or other materials (including any Intellectual Property Rights therein and thereto), You agree to grant, and hereby grant, to Ground Level Distribution a non-exclusive, worldwide, royalty-free, sublicenseable, perpetual license to use and store the same including in relation to conducting its business or performing any services in relation to the Ground Level Distribution Affiliate Program. This Section will survive any termination.

#### **10.2. Use of Your Name and Logos**

Ground Level Distribution shall have the right to refer to You by Your name in connection the Ground Level Distribution Affiliate Program and/or the performance or provision of any Ground Level Distribution Offerings, including in communications sent to actual or prospective participants of the Ground Level Distribution Affiliate Program. Ground Level Distribution shall not use any of Your logos and/or other trademarks without Your prior written approval. Any and all uses of Your logos and/or other trademarks shall be in accordance with Your specified usage guidelines.

#### **10.3. Disclosure of Business Relationship**

Nothing in this Agreement shall prevent Ground Level Distribution from making any public or private statements about Your business relationship with Ground Level Distribution and/or Your participation in the Ground Level Distribution Affiliate Program.

### **11. QUALIFYING LINK PLACEMENT**

#### **11.1. Acceptable Locations**

As an Affiliate of the Program, you may place and remove Ground Level Distribution Links on Your site and in acceptable locations.

11.1.1. You place Ground Level Distribution banners anywhere on your site as you see fit, or within non-spam emails.

11.1.2. Adult, Hate, or other related sites are not allowed

11.1.3. You cannot SPAM. We will terminate your membership on the first offense of SPAMMING. Do not send email to lists or groups to which you do not have permission to contact directly. We cannot stress this enough, we WILL terminate your account on the first offense.

11.1.4. You represent to Ground Level Distribution that all content You provide to the Program is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

otherwise publish as an Affiliate of the Program any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law.

- 11.1.5. As Ground Level Distribution may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate, You may not artificially inflate traffic counts to Ground Level Distribution using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects.
  - 11.1.6. Links may not be placed in newsgroups, unsolicited e-mail, banner networks, counters, chat rooms or guestbooks unless the placement is otherwise acceptable by a particular venue. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales to Ground Level Distribution.
  - 11.1.7. Each qualifying link used by You in relation to a Ground Level Distribution-tracked engagement must include, in unaltered form, the special “tagged” link codes and/or other transaction tracking codes in the manner and format made available or otherwise dictated by Ground Level Distribution that, among other things, associate such qualifying link with such engagement.
  - 11.1.8. Ground Level Distribution reserves the right to deem any site or link placement inappropriate and terminate Your membership in the Ground Level Distribution Affiliate Program. If You are terminated from the Program, Ground Level Distribution has the right to withhold money You earned within the Program or money that You owe within the Program and You will not be allowed to rejoin the Program.
- 11.2. Distribution of Qualifying Links
- 11.2.1. If You currently distribute, or plan to distribute, qualifying links on, to or through Sites other than those owned or operated by You and registered with Ground Level Distribution, You hereby agree that upon Ground Level Distribution’s request from time to time, You will provide to Ground Level Distribution a list of Sites that are not owned or operated by You (together with any reasonably requested information about any such Sites) where qualifying links (and associated materials) have been, or are planned to be distributed and/or used, and (ii) You agree to provide prompt and reasonable cooperation to Ground Level Distribution in responding to any requests, complaints, claims or other issues raised by Ground Level Distribution regarding where and how such Ground Level Distribution qualifying links are distributed and/or used, including ceasing further distribution of such qualifying links (and associated materials) as appropriate.
  - 11.2.2. No Modification. etc. of Qualifying Links  
You will not modify, circumvent, impair, disable or otherwise interfere with any tracking codes and/or other technology and/or methodology required or made available by Ground Level Distribution to be used in connection with such qualifying link so that it may be properly tracked by Ground Level Distribution.
  - 11.2.3. Discontinuing Use of Qualifying Links  
You may at any time discontinue use of qualifying links by removing such qualifying links from Your Site, with or without notice to Ground Level Distribution or, subject to the terms of Your engagement with Ground Level Distribution, provided, however, that You remain subject to such engagement and this Agreement until you separately terminate such engagement or Agreement.

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

### **12. TRACKING AND REPORTING**

- 12.1. The Ground Level Distribution website automatically tracks and records purchases using your unique link towards your organization's Affiliate Account. Customers are allowed thirty days in which to make a valid return of their purchase, so purchases qualified for disbursement of your ten percent share are tallied after that time period.
- 12.2. When more than one organization within a primary organization (such as a sports team, club or fraternity at a college or university) is affiliated with Ground Level Distribution, all organizations will receive data on the other affiliated organizations to encourage friendly competition with comparative results.

### **DISBURSEMENT OF PAYOUTS**

Monthly disbursements will be made by a single check to the primary organization with the full accounting of how the funds are to be distributed amongst the participating organizations. The authorized recipient of the disbursement can determine how the funds will reach each individual organization based on what has been decided when the Affiliate Accounts are authorized.

#### **12.3. Payout Methodology**

You will receive a Commission for sending Ground Level Distribution authorized sales via Your Links. In order to place Links, You must first be approved by Ground Level Distribution to become an Affiliate in the Program. You understand that the Payout amount may be changed at any time. This information is also available to You at Ground Level Distribution Web site. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued. You receive the Commission from Ground Level Distribution. Payment by check are mailed on the twentieth (20th) day of each month when Your Commission balance reaches \$50 or more for the transactions from the months prior to the previous month. Commission credited to Your Commission balance does not accrue interest. In the event of a VOID by a Merchant, Ground Level Distribution may recover from You the corresponding Commission previously credited to Your Commission Balance. The VOID Commission will be immediately deducted from Your Commission Balance. In the event that Your Commission Balance is less than the VOID Commission, the VOID Commission will be deducted against Your future earnings. You will NEVER be asked to send money to Ground Level Distribution.

#### **12.4. Ground Level Distribution's Responsibility for Payment**

Your entitlement to any compensation reported with respect to any tracked activity (including if reported) is solely a function of the terms of Your agreement with Ground Level Distribution and that Ground Level Distribution is solely responsible for its payment. You further acknowledge that Your entitlement to any compensation reported with respect to any tracked activity is subject to Ground Level Distribution's receipt of funds from customers associated with the applicable engagement giving rise to the purported compensation.

#### **12.5. Payment Terms**

The fact that a compensation amount is reported for any tracked activity does not necessarily mean that a payment is due to You from Ground Level Distribution, since payment may be subject to conditions established by Ground Level Distribution, including policies regarding order cancellation, returned merchandise, receipt of pending credit card authorizations and/or chargebacks and minimums for earned compensation before payment is made.

#### **12.6. Ground Level Distribution's Right to Assess Fees**

Ground Level Distribution may, at any time upon prior written notice to you as described below, commence charging or assessing fees in relation to any or all Ground Level Distribution Offer-

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

ings made available to You including Your participation the Ground Level Distribution Affiliate Program. Except as otherwise expressly provided in this Agreement, in the event Ground Level Distribution elects to charge or assess fees, You will be notified at least one (1) month in advance in writing by email or other method of communication. You may elect not to pay any such fees by discontinuing Your participation in all Ground Level Distribution Offerings prior to the commencement of such fees. Any and all fees or other charges may be offset against or debited from any amounts that might be held in account for You by Ground Level Distribution including any amounts that may be due.

### 12.7. Tax

You agree that You are solely responsible for any and all tax obligations, if any, due to all taxing authorities arising from or in connection with Your participation in the Ground Level Distribution Affiliate Program.

### 12.8. Determination Final and Binding

All determinations of qualifying links and the compensation due to You made by Ground Level Distribution shall be final and binding on You. Ground Level Distribution is under no obligation to investigate or resolve any claim or dispute involving You and any third party person.

## 13. REPRESENTATIONS AND WARRANTIES

### 13.1. Ground Level Distribution Representations and Limited Warranty

Ground Level Distribution makes no representations whatsoever about any other Web site which You may access through the Program. In addition, a link to a non-Ground Level Distribution Web site does not mean that Ground Level Distribution endorses or accepts any responsibility for the content or the use of such Web site. The Program, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, Ground Level Distribution disclaims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, in relation to the service, its use and the results of such use. Without limiting the foregoing, Ground Level Distribution specifically disclaims any warranty

13.1.1. that the program will be uninterrupted or error-free,

13.1.2. that defects will be corrected,

13.1.3. that there are no viruses or other harmful components,

13.1.4. that the security methods employed will be sufficient, or

13.1.5. regarding correctness, accuracy, or reliability.

13.1.6. Exclusions: Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Ground Level Distribution will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions.

13.1.7. System Interruptions: Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold Ground Level Distribution liable for any of the consequences of such interruptions. Ground Level Distribution shall have no liability for unauthorized access to, or alteration, theft or destruction of any Web site of Affiliate or Affiliate customer data files or systems or programs through accident, fraudulent means, or devices.

### 13.2. Affiliate Representations

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

- 13.3. You represent, warrant and covenant as follows:
- 13.3.1. You have the legal right to conduct any business conducted by You in respect to participating in the Ground Level Distribution Affiliate Program; and
  - 13.3.2. Any and all information You provided as part of the registration process or otherwise shall be truthful, accurate and complete, irrespective of any independent verification or other determination made by Ground Level Distribution; and
  - 13.3.3. This Agreement has been duly and validly authorized, accepted, executed and delivered by You (or Your authorized representative) and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms; and
  - 13.3.4. The performance by You of this Agreement and the participation by You in the Ground Level Distribution Affiliate Program does not and shall not conflict with or violate (i) any law, rule, regulation, order, judgment, decree, agreement or instrument applicable to You or (ii) if You are an entity, any provision of Your certificate of incorporation or other organizational documents.

### 14. LIMITATION OF LIABILITY

#### 14.1. Ground Level Distribution Liabilities

Ground Level Distribution or its suppliers or resellers shall not be liable to You or any other person for

- 14.1.1. any indirect, special, incidental or consequential damages of any character arising out of the use of or inability to use the Ground Level Distribution Affiliate Program or any information provided on the Ground Level Distribution Web site or any other hyperlinked Web site, including, without limitation, damages for loss of good will, any lost profits, business interruption, loss of programs or other data, even if Ground Level Distribution or a Ground Level Distribution authorized representative has been advised of the possibility of such damages or
- 14.1.2. any claim attributable to errors, omissions or other inaccuracies in the Ground Level Distribution Web site or any hyperlinked Web site. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply to you. In such jurisdictions, Ground Level Distribution's liability is limited to the smallest amount permitted by law. This paragraph will survive the failure of any exclusive or limited remedy.

#### 14.2. Affiliate Liabilities

##### 14.2.1. Link Placement

You agree that Ground Level Distribution, although the provider of the Program, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You agree to indemnify, defend, and hold harmless Ground Level Distribution and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

#### 14.3. Negligence or Misconduct

Ground Level Distribution agrees to indemnify, defend, and hold harmless Affiliate and its representatives, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Ground Level Distribution's negligence or willful misconduct

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

in performance of the Program or its breach of this Agreement. Affiliate will not be held responsible or liable for fulfillment of any orders placed by customers on the Ground Level Distribution Web site.

### 14.4. Timely Notification

If You reasonably determine that any Ground Level Distribution Offering does not materially meet Ground Level Distribution's obligations under this Agreement, then You must notify Ground Level Distribution in writing within ten (10) days of receiving any such allegedly non-conforming services. Your failure to so notify Ground Level Distribution on a timely basis shall mean that You accept such services, and Ground Level Distribution shall thereafter have no liability whatsoever with respect to such services. If upon receipt of any notice under this Section, Ground Level Distribution may, at its sole discretion, reperform the service in question or otherwise provide You with any substitution or replacement services in lieu thereof. Any reperformance or provision of substitute or replacement services shall in no event be construed as an admission that the original service was nonconforming or otherwise improper, and Your acceptance of the same constitutes Your sole remedy and in such case constitutes Ground Level Distribution's maximum liability for any such alleged breach of this Agreement.

### 14.5. Limitation of Damages

If, notwithstanding the above, liability is imposed on Ground Level Distribution, then You agree that the total liability of Ground Level Distribution and its representatives, officers, directors, employees, agents, and subcontractors, to You will not exceed twenty-five dollars (\$25.00). You recognize and acknowledge that this limitation of damages is fair and reasonable, in light of the fact that Ground Level Distribution is providing this service at no charge to you.

### 14.6. Additional Liabilities

Ground Level Distribution will not be liable to You (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) for any indirect, incidental, consequential, reliance, punitive or special damages, including loss of revenue or profits, even if such person was aware that such damages could result.

### 14.7. Jurisdictional Issues

Some jurisdictions do not allow the exclusion of certain warranties or limitations of certain liabilities. Accordingly, some of the above limitations of this section may not apply to You.

## 15. INDEMNIFICATION

15.1. You agree to defend, indemnify and hold harmless Ground Level Distribution and Ground Level Distribution Related Parties, and its and their directors, officers, employees, agents, subcontractors and representatives for and against any and all claims, actions, demands, liabilities, losses, damages, penalties, interest, judgments, settlements, costs and expenses (including reasonable attorneys' fees) that directly or indirectly arise out of or are based on:

15.1.1. any misrepresentation or breach of any representation, warranty, or covenant made by You in this Agreement,

15.1.2. any conduct, or activity, error or omission by You, including in relation to Your participation in the Ground Level Distribution Affiliate Program, performance of any Ground Level Distribution-tracked engagement, or otherwise,

15.1.3. any violation by You of any law, regulation or rule,

15.1.4. Your use of any other Ground Level Distribution Offerings, and/or

15.1.5. any actual or alleged infringement by You of any Intellectual Property Rights or other rights of any person.

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

15.2. Ground Level Distribution may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by You. Ground Level Distribution may participate in the defense of all claims as to which it does not assume defense and control, and You shall not settle any such claim without Ground Level Distribution's prior written consent.

### 16. NON-DISCLOSURE

16.1. Ground Level Distribution acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company or entity. Ground Level Distribution agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Ground Level Distribution, that becomes available to Ground Level Distribution from third parties without knowledge by Ground Level Distribution of any breach of fiduciary duty, or that Ground Level Distribution had in its possession prior to the date of this Agreement. Ground Level Distribution does not share information about customer transactions, other than what is displayed on Your own disbursement reports. Any information we receive is used solely for tracking and Commission payment purposes. Ground Level Distribution reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Ground Level Distribution deems appropriate.

#### 16.2. Confidential Information

You acknowledge that in connection with Your participation on the Ground Level Distribution Affiliate Program, You will be provided with confidential and proprietary data and information from time to time through reports as well as other Ground Level Distribution Offerings to You through Your Affiliate Member Secure Area or otherwise. Such confidential and proprietary data and information may be owned variously by Ground Level Distribution and/or its or their suppliers or contractors. You will retain ownership of any data and information that You independently collect through Your Sites without the use of Ground Level Distribution Offerings, provided that any data and information that may be provided by You to Ground Level Distribution shall be deemed to be covered by the licenses granted to Ground Level Distribution under this Agreement.

#### 16.3. Duty of Care

You will keep all reports, data and other confidential information provided to You through the Affiliate Member Secure Area or otherwise strictly confidential. Without Ground Level Distribution's prior written consent, You will not disclose any such confidential information to any third party or use any such confidential information other than solely as and to the extent required for you to perform under this Agreement and/or Your engagements with Ground Level Distribution.

#### 16.4. Need to Know Basis

You may disclose any such confidential information only to Your employees, officers and directors who need to know such information in order to perform their respective duties; provided that each such person has a legal or contractual obligation to maintain the confidentiality of such information.

#### 16.5. Legally Required Disclosures

If You receive any document request, interrogatory, subpoena or other legal process ("Request") that would, by its terms, require the disclosure of any Confidential Information protected by this Agreement, then promptly upon receipt thereof, and prior to making any response thereto,

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

You will notify Ground Level Distribution in writing of Your receipt of such Request, and shall provide a copy thereof. Upon receipt of such notice, Ground Level Distribution may seek to intervene in the matter in which the Request was issued to seek protection of the confidentiality provided for by this Section. Absent written agreement signed by Ground Level Distribution, You may not make such disclosure absent an order or directive from the tribunal from which a Request was issued. Ground Level Distribution will be entitled to seek and obtain injunctive relief preventing any breach of Your obligations under this Section, without the need to show irreparable harm, and without the need to post a bond or undertaking.

### **17. AMENDMENTS**

- 17.1. Ground Level Distribution reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Program at any time. In the event of any material change, Ground Level Distribution will notify You via e-mail, newsletter, or the Ground Level Distribution Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Program.
- 17.2. Upon prior written notice, Ground Level Distribution may, at any time, add to, remove or otherwise amend any or all terms, conditions and/or other provisions of this Agreement, including any Affiliate Program Policies and Guidelines. Upon prior written notice, Ground Level Distribution may add, remove, suspend or discontinue any aspect of any Ground Level Distribution Offering.
- 17.3. Your continued use of the Ground Level Distribution Affiliate Program and/or Ground Level Distribution Offering after notice is given (and after expiration of any applicable prior notice period) shall constitute your binding and legally enforceable agreement to such change. If you do not wish to accept any such change, then you must terminate your Account with such Ground Level Distribution Offering and cease using it.

### **18. TERMINATION**

- 18.1. You or Ground Level Distribution may, at any time, with or without cause, terminate this Agreement and Your participation in the Ground Level Distribution Affiliate Program or use of any other Ground Level Distribution Offering. You may effect such termination by written notice to Ground Level Distribution subject to actual receipt thereof.
- 18.2. Restricted Use. Alternatively, Ground Level Distribution may, in its sole discretion, suspend, limit, restrict, condition or deny Your access to or use of all or any part of any Ground Level Distribution Offering.
- 18.3. Effects Of Termination: Upon any termination of this Agreement and/or Your participation Ground Level Distribution:
  - 18.3.1. You shall immediately cease to use and remove from any and all Site(s), whether or not owned or operated by You, any and all qualifying links and all other Content or materials provided to You in connection with Your participation in the Ground Level Distribution Affiliate Program or Your use of any other Ground Level Distribution Offerings.
  - 18.3.2. Any and all licenses and rights granted to You under this Agreement shall immediately cease and terminate.
  - 18.3.3. Ground Level Distribution may terminate or, in its sole discretion, direct or redirect to any destination Site any and all qualifying links continued to be used by You without Ground Level Distribution incurring any further liability or obligation to You.
  - 18.3.4. Any and all confidential or proprietary information of Ground Level Distribution that is

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

in Your possession or control must be immediately returned or destroyed. If requested, You will certify in a writing signed by You or an authorized officer as to the return or destruction of all such confidential or proprietary information.

18.3.5. Ground Level Distribution may withhold and offset against any and all compensation and/or other fees that are then unpaid to You. Such withholding of such compensation and/or other fees is in addition to any other rights and remedies that Ground Level Distribution may have in contract, at law or in equity.

18.4. All rights or remedies arising out of a breach of any terms of this Agreement shall survive any such termination of this Agreement.

18.5. Your representations and warranties in this Agreement shall survive execution, delivery, acceptance, performance, expiration or termination of this Agreement.

### **19. MISCELLANEOUS**

#### **19.1. Independent Contractors**

The parties are independent contractors and nothing in this Agreement shall confer upon either party any authority to obligate or bind the other in any respect.

#### **19.2. Force Majeure**

Ground Level Distribution shall not be liable to You by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, interruptions in telecommunications services or Internet facilities, or any other cause which is beyond the reasonable control of Ground Level Distribution, whether or not similar to the foregoing.

#### **19.3. Assignability**

You shall not assign or delegate any of the rights or obligations under this Agreement, and any such attempted assignment or delegation shall be void. Subject to the preceding sentence, this Agreement is binding on and inures to the benefit of the respective successors, heirs and assigns of each party. Affiliate or Ground Level Distribution may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

#### **19.4. Severability**

If any portion of this Agreement is held by a court with jurisdiction to be invalid or unenforceable, the remaining portions hereof, shall remain in full force and effect. If any provision of this Agreement shall be judicially unenforceable in any jurisdiction, such provision shall not be affected with respect to any other jurisdiction.

#### **19.5. Governing Law; Consent to Jurisdiction; Jury Trial Waiver**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflicts of law principles. You consent to the personal and exclusive jurisdiction of the Federal and Georgia State courts sitting in Macon and Bibb Counties, Georgia, U.S.A.. Each party waives rights to trial by jury in respect of any action, suit or proceeding arising out of this agreement. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

#### **19.6. Compliance with Laws**

You and Your affiliates, officers, directors, employees, consultants, agents and representatives, and the conduct of Your business, Your performance under any engagements with Ground Level Distribution, and Your use of any Ground Level Distribution Offerings shall comply at all times

## **Ground Level Distribution, LLC Affiliate Program Membership Agreement**

with all applicable federal, state, provincial and foreign laws, ordinances, rules, regulations, orders, judgments and decrees.

### 19.7. Entire Agreement; Third Party Beneficiaries

This Agreement is the entire agreement between the parties pertaining to its subject matter, and supersedes all prior written or oral agreements (including prior versions of this Agreement and any conflicting confidentiality agreements), representations, warranties or covenants between the parties with respect to such subject matter. There are no third party beneficiaries of this Agreement. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

### 19.8. Notices

Ground Level Distribution may provide notices to You by posting notices or links to notices in the Affiliate Member Secure Area. Notices to You also may be made via e-mail, regular mail, overnight courier or facsimile at your contact addresses of record. If you provide notice to Ground Level Distribution, such notice shall be sent, postage prepaid by U.S. registered or certified mail or by international or domestic overnight courier, to: Ground Level Distribution, P. O. Box 14128, Macon, GA 31203. Notices sent by email or telecopy, with or without electronic confirmation, will not be deemed to be valid unless actual receipt is confirmed in writing by an authorized personnel member of Ground Level Distribution.

### 19.9. Language

The English language versions of this Agreement and Network Policies and Guidelines are the controlling versions thereof. All support and other inquiries regarding Your use of any Ground Level Distribution Offering must be submitted to Ground Level Distribution in English, and Ground Level Distribution will communicate in English only.

### 19.10. Government Restricted Rights

With respect to any acquisition or use of the Ground Level Distribution Affiliate Program or other Ground Level Distribution Offerings by or for any unit or agency of the United States Government (the "Government"), such items shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The Ground Level Distribution Offerings were developed entirely at private expense, and no part of the Ground Level Distribution Offerings was first produced in the performance of a Government contract. If any Ground Level Distribution Offering is supplied for use by the DoD, such Ground Level Distribution Offering is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252-227-7013 as applicable. If the Ground Level Distribution Offering is supplied for use by a Federal agency other than the DoD, such Ground Level Distribution Offering is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable. The contractor/manufacturer is Ground Level Distribution, P. O. Box 14128, Macon, GA 31203.