

## AddOn Store Affiliate Program

# Operating Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in The AddOn Store Affiliate Program (the "Program"). As used in this Agreement, "we" means SJR Productions, Inc. and "you" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to the AddOn Store's site, located at the URL [www.addonstore.com](http://www.addonstore.com) or to any web sites accessible from [www.addonstore.com](http://www.addonstore.com) and controlled by SJR Productions, Inc.

### 1. Links on Your Site

We will provide you with graphical artwork to use in linking to our home page. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with a special "tagged" link to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes your unique link. Links to our site placed on your site pursuant to this Agreement and which properly utilize such special links are referred to as "Affiliate Links." You will earn referral fees only with respect to activity on our site occurring directly through Affiliate Links; we will not be liable to you with respect to any failure by you to use Affiliate Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement. The Affiliate Link Graphics are available on our web site under advertising resources <http://www.addonstore.com/affiliate/ad-resources.asp>.

### 2. Order Processing

We will process product orders placed by customers who follow Affiliate Links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Affiliate Links from your site to our site and will make available to you quarterly Excel reports summarizing this sales activity.

### 3. Referral Fees (Commissions)

We will pay you (in accordance with Sections 5 and 8 below) referral fees on certain Product sales to third parties. For a Product sale to be eligible to earn a referral fee, the customer must click-through an Affiliate Link from your site to our site, and add the Product(s) to his or her shopping cart during a session. The session ends upon one of the following events: (a) 40 minutes of inactivity from the customer's initial click-through or, (b) the customer completes ordering a product. We will only pay referral fees on such products after order, payment and shipping have occurred.

### 4. Referral Fee Schedule

You will earn 10% referral fees on most products sold through the AddOnStore. A few products do not qualify for referral fees. For a list of these products go to <http://www.addonstore.com/affiliate/exempt.asp>.

### 5. Referral Fee Payment

We will pay you referral fees on a quarterly basis. Approximately 30 days following the end of each calendar quarter, we will send you a check for the referral fees earned. However, if the referral fees payable to you for any calendar quarter are less than \$25, we will hold payment until the total amount due is at least \$25 or (if earlier) until this Agreement is terminated. In calculating referral fees, we will deduct the corresponding referral fee from your next quarterly

payment if the customer returns a Product that generated a referral fee. If there is no subsequent payment, we will send you a bill for the referral fee.

## **6. Policies and Pricing**

Customers who buy products through this Program will be deemed to be customers of SJR Productions (SJR). Accordingly, all SJR rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

## **7. Limited License**

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 1 and such other text or images for which we grant express permission, solely for the purpose of identifying your site as an Affiliate Program participant and to assist in generating Product sales. You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

## **8. Term of the Agreement**

This agreement may be terminated at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all SJR and AddOn Store graphics, logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are eligible to earn referral fees only on our sales of Qualifying Products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

## **9. Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

## **10. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

## **11. Limitation of Liability**

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

## **12. Disclaimers**

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

## **13. Independent Investigation**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

## **14. Arbitration**

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Clackamas County, Oregon, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Oregon and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **15. Miscellaneous**

This Agreement will be governed by the laws of the United States and the state of Oregon, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.