

## AFFILIATE AGREEMENT

By signing up for the All About Learning Press, Inc., affiliate program, you indicate your acceptance of this agreement and its terms and conditions. This is a binding, legal contract between you (the “Affiliate”) and All About Learning Press (the “Company”).

The following agreement is summarized in part as follows:

- You can place our promotional materials anywhere on your site as you see fit, or within non-spam emails.
- Your website must be family-friendly.
- Don’t use pay-per-click advertising to promote our products.
- You will be paid commissions via PayPal when your account balance is \$25 or more.
- You cannot receive commissions on purchases you make for yourself.
- You agree to receive emails from us.
- You agree not to violate our copyrights or registered trademarks.
- We might change the affiliate program at some point in the future.
- Failure to abide by these rules could mean termination from our affiliate program with a complete forfeiture of commissions.

In consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Promotional Materials.** The Company shall make available to Affiliate certain graphics, text links, videos, and/or other material for display and use on the Affiliate website (the “Promotional Materials”) and/or email lists. Affiliate shall display the Promotional Materials on Affiliate’s website and/or email lists as Affiliate sees fit, provided that the manner of display is according to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to Company’s website, as specified by Company.
2. **Use of Promotional Materials.** The Affiliate’s use and display of the Promotional Materials on the Affiliate’s site shall conform to the following terms, conditions and specifications:
  - a. Affiliate may not use any graphic, textual or other materials to promote the Company’s website, products or services other than the Promotional Materials, unless the Company agrees to such other materials in writing prior to their display.

- b. Affiliate may only use the Promotional Materials for the purpose of promoting the Company's website (and the products and services available thereon), and for linking to the Company's website.
  - c. The Promotional Materials will be used to link only to the Company's website or blog.
  - d. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by the Company. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from the Company for such alteration or modification.
  - e. No PPC (pay-per-click) advertising of All About Learning Press products is permissible. This includes, but is not limited to, ads purchased through sites such as Google, Yahoo, Bing, or Facebook.
3. **License.** The Company hereby grants to Affiliate a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.
4. **Intellectual Property.** The Company retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.
5. **Relationship of Parties.** This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between the Company and Affiliate. Affiliate shall provide services for the Company as an independent contractor. Affiliate shall have no authority to bind the Company into any agreement, nor shall Affiliate be considered to be an agent of the Company in any respect.
6. **Commissions.**
- a. In exchange for Affiliate's display of the Promotional Materials, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, the Company shall pay Affiliate a commission (the "Commission"). The Affiliate Commission shall be based upon the percentage of sale in effect at the time of sale per product or subscription sold to a user that accesses the Company's website through a link on Affiliate's website. The Company reserves the right to change the

price of Company's products and commission percentages for products without notice. Commissions are based on the percentage of sale in effect at the time of sale.

- b. For the purposes of this Agreement, a "Bona Fide Click-Through" shall be defined as any successful attempt by a visitor of Affiliate's website to click on the link within the Promotional Materials on Affiliate's website and to visit the Company's website. The Company shall have sole discretion to determine whether any particular click-through or class of click-throughs shall qualify as Bona Fide Click-Throughs. Affiliate shall not attempt to:
  - i. artificially attempt to generate click-throughs to the Company's website by use of deception or misrepresentation;
  - ii. manipulate, incentivize, or otherwise encourage Affiliate's employees, agents, customers, or other persons to click the link to the Company website for any purpose other than the promotion of the services and/or products offered through the Company's website; or
  - iii. create or employ any mechanism designed to artificially or automatically generate click-throughs to the Company's website.
- c. Commissions will be paid the first week of each month through PayPal. Commissions are based on the percentage of sale in effect at the time of sale, and will be paid at such time as the Affiliate's account balance is \$25 or more.
- d. Affiliate may not receive or attempt to receive commissions on the Affiliate's own purchases.
- e. In the event that Affiliate materially breaches this Agreement, any accrued and payable Commissions owing to Affiliate shall be forfeited, and the Company shall not be obligated to pay such Commissions to Affiliate.
- f. If an affiliate decides to leave the AALP affiliate program and has less than \$25 in outstanding approved commissions, the commissions will be forfeited. Upon request, the outstanding commission amount will be applied as [All About Learning Press](#) store credit.

7. **Affiliate's Representations and Warranties.** Affiliate represents and warrants the following:
- a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
  - b. Affiliate's website does not contain any materials that are:
    - i. Sexually explicit, obscene, or pornographic;

- ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
    - iii. Graphically violent, including any violent video game images; or
    - iv. Solicitous of any unlawful behavior.
  - c. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
  - d. Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 2 above.
  - e. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
  - f. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference the Company or the Company's website unless the Company gives prior written consent to the distribution of such materials. Affiliate will not use the Company's name (or any name that is confusingly similar) for any purpose on its website, in its promotional materials, or in any other context except to promote the Company's website as specified in this Agreement. Affiliate will not register or use any domain name that incorporates the Company's name, products, or initials, or that is confusingly similar to the Company's name, products, or initials. Affiliate agrees not to violate the Company's registered trademark of "All About."
  - g. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing the Company.
  - h. Affiliate agrees to receive emails from the Company.
8. **Indemnification.** Affiliate shall indemnify the Company and hold harmless All About Learning Press Inc. from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 7 above. Affiliate shall also indemnify and hold harmless the Company for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.
9. **Confidentiality.** Any information that Affiliate is exposed to by virtue of its relationship with the Company under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Affiliate may not disclose any Confidential Company Information to any person or entity, except

where compelled by law, unless Affiliate obtains prior written consent for such disclosure from the Company.

**10. Term.**

- a. This Agreement shall take effect immediately upon participation in this program, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 10.
- b. Either Party shall have the right to terminate this Agreement at any time and for any cause.

**11. Taxes.** The Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with the Company as set forth in this Agreement. The Company shall not withhold any taxes from the Commissions paid to Affiliate.

**12. Limitation of Liability.** The Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether the Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

**13. Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles.

**14. Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**15. Dispute Resolution.** The Affiliate shall notify the Company in writing immediately upon the belief that there may be a contract dispute or claim or other complaint pertaining to the administration of the Affiliate Program. The Company, at its discretion, will in a reasonable amount of time, contact The Affiliate and attempt to resolve said dispute, claim or complaint. It is understood that in the event of civil litigation The Affiliate may be responsible for all costs of court, civil service, attorney's fees, and all other costs of

such litigation incurred by the Company, its owners, its representatives, its successors, and/or its assignees.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

The Company reserves all rights not expressly granted here.

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