

Bonanzle Affiliates Program: Terms of Use

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Bonanzle Affiliate Program (the "**Program**"). As used in this Agreement, "**we**", "**us**", or "**our**" means Bonanzle.com, Inc., and "**you**" means the applicant. "**Bonanzle Site**" means, the Bonanzle.com web site, respectively. "**Your site**" means any site that you will link to the Bonanzle Site (and which you will identify in your Program application). "**Bonanzle Seller**" means a merchant that is signed up for Bonanzle. Our referral fees are set and paid by Bonanzle Sellers who sign up to have their items syndicated. Bonanzle will be responsible for transferring referral fees from Bonanzle Sellers to our Affiliates (defined below). See Section 4, below, for more details on how commission payouts are processed.

1. Enrollment in the Program

To begin the enrollment process, you will submit a complete Program application via the Bonanzle Site. We will evaluate your application in good faith and will notify you of its acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include, but are not limited to, those that:

- promote sexually explicit materials
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- promote illegal activities
- include "Bonanzle", or any other trademark of Bonanzle.com, Inc., or variations or misspellings of any of them, in their URLs to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, a URL such as "bonanzle.mydomain.com", "bonunzel.com", "bonanzleauctions.net", would be unsuitable
- otherwise violate intellectual property rights.

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement. Participation in the Program is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to participate in the Program.

2. Links on Your Site

Once you have been notified that your site has been accepted into the Program, we grant you a revocable, non-exclusive, worldwide, royalty-free license for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your site to the Bonanzle Site, to provide on your site one or more of the following types of links to the Bonanzle Site:

Product Links: You may select one or more Products to list on your site using a variety of formats that we make available to you, such as text link format, graphical link format,

customizable "widget" format, or "product preview" link format. A "**Product**" is any product listed on the Bonanzle Site that is fulfilled by a Bonanzle seller.

Search Box Link: You may provide a Bonanzle Site search box on your site that will permit your site visitors to view Products that are the results of their search query within the Search Box link or view results that link directly to a page on the Bonanzle Site that contains the results of their search query.

General Link to Bonanzle Site Home Page: You may provide a general link on your site to the home page of the Bonanzle Site.

Search Results Link: You may provide a link on your site that will link to a particular search result on the Bonanzle Site, the parameters of which will be determined by you based on search generating alternatives we make available to you.

Any Page Link: You may provide a link on your site that will link to any particular page on the Bonanzle Site, provided that you properly use the special link formats provided on the B Site as part of the Program to create such link.

We will provide you with guidelines and graphical artwork to use in linking to the Bonanzle Site home page. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special "tagged" link formats to be used in all links between your site and the Bonanzle Site. You must ensure that each of the links between your site and the Bonanzle Site properly utilizes such special link formats. Links to the Bonanzle Site placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "**Special Links.**" You will earn referral fees only with respect to activity on the Bonanzle Site occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special 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.

You acknowledge that, by participating in the Affiliates Program and placing any of the above links within your site, we may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the Program constitutes your specific and unconditional consent to and authorization for our access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in the Privacy Notice on the Bonanzle Site.

Except for the license granted under this Section 2, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to the Special Links, link formats, technical specifications, guidelines or graphical artwork referenced above, or with respect to the Bonanzle.com domain name.

You also acknowledge that we and our corporate affiliates (as we add them) may crawl or otherwise monitor your site for the purpose of ensuring the quality and reliability of Special Links on your site (for example, to detect links or widgets that are broken, incomplete, or non-functional). Therefore, you agree that we and our corporate affiliates may take such actions and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we and our corporate affiliates may use technical means to overcome any methods used on your site to block or interfere with such crawling or monitoring).

You also acknowledge that as a participant in the Program, we may from time to time send you email updates about the Program. By participating in the Program, you consent to our sending you these email updates.

Further, you acknowledge and agree that you will: (a) not, in connection with this Agreement, display or reference on your site, any trademark or logo of any third party seller on the Bonanzle Site; (b) ensure that any "Privacy Information" link or Bonanzle trademark (either in logo or text form) that we include in a Special Link is not obscured or altered in any way or made invisible, illegible or indecipherable to visitors of your site; (c) use any data, images, text, or other information obtained by you from us or the Bonanzle Site in connection with this Agreement ("Content") only in a lawful manner and only in accordance with the terms of this Agreement; (d) not use any Content relating to any Excluded Merchant or any product sold by any Excluded Merchant; (e) not modify or alter any Content that consists of a graphic image, other than to resize it; (f) not edit any Content that consists of text, other than to shorten its length; (g) not sell, redistribute, sublicense or transfer any Content; (h) not use any Content in a manner intended to send sales to any site other than the Bonanzle Site; (i) promptly delete any Content that is no longer displayed on the Bonanzle Site or that we notify you is no longer available for your use and (j) not use any Content, including any name or likeness embodied therein, in a manner (e.g., a closely proximate placement to unrelated third party materials) that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party or cause.

3. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the Bonanzle Site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for processing orders, and transferring these orders to a Bonanzle Seller for fulfillment. Bonanzle will be responsible for the preparation of order forms, and the redirecting of buyers to a third-party payment processing service. Bonanzle Sellers will be solely responsible for cancellations, returns, and customer service for these orders. In the event that a buyer or seller chooses to cancel an order, the referral fee associated with that order will not be paid. We will track sales made to customers who purchase Products by using Special Links from your site to the Bonanzle Site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

4. Referral Fees

We will facilitate your being paid (in accordance with Sections 5 and 6 below) referral fees on certain Product sales to participating Bonanzle Sellers. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link on your site to the Bonanzle Site and during a single session, add the Product to his or her shopping cart, and checkout. The session begins when the customer clicks through a Special Link on your site to the Bonanzle Site and ends upon the first to occur of the following events: (a) 24 hours elapses from the customer's initial click-through or (b) the customer follows a third party link to the Bonanzle Site that is formatted with an Associate's tag or (c) the customer closes their web browser. We will only pay referral fees on eligible Products after the buyer has completed order, payment, and shipping.

Referral fees are paid to our Affiliates from participating Bonanzle Sellers. Sellers opt into the Bonanzle Affiliate Program by submitting a credit card that they agree will be automatically charged a referral fee when sales are made to a Bonanzle affiliate. However, if after our attempts to capture referral fees from a Bonanzle Seller's payment source, we are unable to capture the fees the Bonanzle Seller agreed to pay, then no referral fee will be paid to an Affiliate. We will attempt to collect referral fees from a Bonanzle Seller on a qualifying referral purchase within 35 days of the completion of the purchase.

Not all Bonanzle Sellers will opt-in to offer referral fees for their products. No referral fees will be paid for referrals that result in a sale to a Bonanzle Seller that is not an actively participating member of the Bonanzle Affiliates Program. A Bonanzle Seller can change their participation in the Bonanzle Affiliates Program at any time. Neither Bonanzle nor the Bonanzle Seller is obligated to notify the Affiliate should a Bonanzle Seller's participation in the Bonanzle Affiliates Program change. We will provide tools to assist the Affiliate in determining which items are sold by sellers that are actively participating in the Bonanzle Affiliates Program. The form and content of these tools may vary from time to time at our discretion.

To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your site and the Bonanzle Site are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your site and the Bonanzle Site are not properly formatted.

We will not, however, pay referral fees on any Products that are added to a customer's Shopping Cart after the customer has reentered the Bonanzle Site (other than through a Special Link from your site), as determined by us, even if the customer previously followed a link from your site to the Bonanzle Site. In addition, we will not pay referral fees for any purchases made by customers referred to us through Special Links generated or displayed in response to general Internet search queries or keywords.

You may not purchase products during sessions initiated through the links on your site for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives, or associates in any manner. Such purchases may result (in our sole discretion) in the withholding of referral fees and/or the termination of this Agreement. Products that are eligible to earn referral fees under the rules set forth above are referred to as "**Qualifying Products**" unless those Products are purchased by a customer referred to the Bonanzle Site through paid search advertisements that are prohibited under this Agreement or Special Links that are otherwise generated or displayed in response to a general Internet search query or keyword, in which case those Products are not Qualifying Products and are not eligible to earn referral fees.

In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Special Links on your site to access the Bonanzle Site (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your site to access the Bonanzle Site); (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Bonanzle Site; (d) make any orders or subscription requests, or engage in other transactions of any kind on the Bonanzle Site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (f) other than providing Special Links on your site in accordance with this Agreement, post or serve any advertisements or promotional content promoting the Bonanzle Site or otherwise around or in conjunction with the display of the Bonanzle Site (e.g., through any "framing" technique or technology or pop-up or pop-under windows), or assist, authorize, or encourage any third party to take any such action; (g) attempt to circumvent the referral fee schedule or artificially increase your referral fees (e.g. by intentionally featuring, purchasing or requesting or encouraging any third party to purchase low-price items offered on the

Bonanzle Site (as determined by us) for the purpose of exceeding any referral fee threshold or by causing any page of the Bonanzle Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on your site); (h) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; (i) use any Content or Special Link in connection with any handheld, mobile, or mobile phone application without our prior written approval; or (j) seek to purchase or register any keywords, search terms or other identifiers that include the words " Bonanzle," or any other trademark of Bonanzle.com, Inc. or its affiliates, or variations or misspellings thereof (for example "boonanzle," "bananzle," "bonanza," "bonnanzle," etc.) ("**Proprietary Terms**") for use in any search engine, portal, sponsored advertising service or other search or referral service. From time to time we may request that you cause any applicable Web search provider to exclude Proprietary Terms from keywords used to display your advertising content in association with search results, assuming the provider of such Web search engine offers such exclusion capabilities. In addition, if you bid on or purchase keywords or otherwise participate in keyword auctions on Google, Yahoo, MSN, or any of the sites that participate in their respective search networks (e.g., AOL, Ask.com, etc.), the paid search advertisements you purchase may not send users directly to the Bonanzle Site or indirectly to the Bonanzle Site via automatic redirection from a site other than the Bonanzle Site (i.e., without a click or other affirmative act by the user on that intermediate site). However, nothing in this Agreement prohibits you from purchasing paid search advertisements to send users to your site and then, when the user affirmatively clicks on a Special Link on your site to the Bonanzle Site, directing that user to the Bonanzle Site. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to exclude Proprietary Terms from any keyword as mentioned above, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

5. Referral Fee Schedule

As discussed in Section 4, Bonanzle Sellers are free to name a referral fee ranging from 1%-15% of an item's price. To determine the referral fee, you can use our search, or, when logged in as an Affiliate, you can see the referral fee associated with an item by viewing the item on our site.

6. Referral Fee Payment

We will pay you referral fees on a monthly basis for Qualifying Products shipped in the applicable month. Approximately 60 days following the end of each calendar month, we will transfer the balance for your referral fees to either (a) your Paypal account, as specified during your signup for the Affiliate program or (b) your home address, via a check for the referral fees earned. If you select payment via Paypal, we will accrue and withhold referral fees until the total amount due is at least \$10.00. If you select payment via check, we will accrue and withhold referral fees until the total amount due is at least \$100.00. Please note that we will deduct a processing fee in the amount of \$15.00 from the referral fees payable to you for each check we send. No processing fee will be deducted if you select payment via Paypal. If you have not earned any referral fees in the three years prior to any given calendar month, then we reserve the right to charge you on the first day of such calendar month an account maintenance fee in an amount up to \$10 per year. The account maintenance fee charged will be deducted from your unpaid accrued referral fees, and will be equal to the lesser of \$10 or the amount of unpaid accrued referral fees in your account. We are obligated by U.S. federal law to obtain tax information from Program participants who are U.S. citizens, U.S. residents or U.S. corporations and from Program participants

who are not U.S. citizens or residents but whose businesses are taxable in the U.S. If we believe you are a Program participant from whom we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your referral fee payments until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

7. Policies and Pricing

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our 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. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have listed on your site, your site may only show prices when we serve the link in which those prices are displayed. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

8. Identifying Yourself as an Associate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause).

9. Limited License

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 8 and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. You may not use such image or text in an offline promotion or other offline manner (e.g., in any printed material, mailing or other document). 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.

10. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment
- ensuring the display of Special Links on your site does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site)
- creating and posting Product descriptions on your site and linking those descriptions to the Bonanzle Site catalog

- the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials and any information you include within or associate with Special Links)
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libelous or otherwise illegal
- ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

11. Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

12. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement 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 the Bonanzle Site, and all of our trademarks, trade dress, and 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 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.

13. 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 the Bonanzle Site. Modifications may include, for example, changes in the scope of available referral fees, 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 THE BONANZLE SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

14. 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.

15. 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.

16. 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 the Bonanzle Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

17. 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.

18. 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 Seattle, Washington, 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 Washington (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.

19. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Washington, 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.