

Printerinks.com Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Printerinks.com Affiliate Program (the "Program"). As used in this Agreement, "we" (and "us" and "our") means Printerinks.com, affiliated websites and companies, and "you" (and "your") means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to our site at <http://www.printerinks.com>, or to your site. Save for our obligation to pay referral fees under Section 4, which may be performed solely by us, we may cause any of our obligations under this Agreement to be fulfilled by any of our affiliates on our behalf.

1. How Do I Enroll in Your Affiliate Program?

To begin the enrollment process you must submit a completed Affiliate Program application. Upon receipt of your application we will evaluate it and notify you of its acceptance or rejection.

Although we hope your application will be successful, we reserve the right to reject or cancel applications for any or no reason. For example, we may reject or cancel your application if we determine that your site is unsuitable for the Program, including if it:

- A. Promotes sexually explicit materials
- B. Promotes violence
- C. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- D. Promotes illegal activities
- E. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- F. Includes "Printerinks.com" or variations or misspellings thereof in its domain name
- G. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- H. Purchase **or bid for placement** of any of Printerinks.com's trademarked company names. These names include: (Printerinks – Printer Inks – Printerinks.com) and/or any variation of our trademarked names, service marks or copyrighted terms and logos.
- I. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- J. Utilities, Pop-Up, Pop-Under, or automatic Redirects to link to our site. Any method that automatically plants an affiliate cookie is strictly prohibited. The use of our Full Page Creative is fine, however, any method that automatically redirects the customer to Printerinks.com's website by execution of an affiliate link is in violation of the Affiliate

Program Agreement. The customer must click on a Printerinks.com affiliate link to set the affiliate cookie.

K. You may not create or design your website any other website that we may operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Printerinks.com or any other affiliated business.

Our vendors, consultants and employees are not eligible to become Affiliates.

Resellers may not purchase products under this program and are not eligible to become Affiliates.

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 (at our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.

Affiliates who are terminated from the Program are forbidden to reapply at any time in the future. Any such attempts to do so will result in commissions not being issued.

2. Links on Your Site 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 our site, to establish and maintain lists, links and search boxes as detailed below:

Product Links: It is the responsibility of the affiliate partner to ensure these links are up to date at all times. Offers may be withdrawn at any time.

This agreement does not include any other type of product or products located in any other part of our site or any products not fulfilled directly by Printerinks.com - unless a specific program is in place with the fulfillment partner. You may display on your site a short description, review, or other reference for product promotion. You will be responsible for the content, style and placement of these references. Suggested graphics and descriptive texts may be made available to you and you are encouraged to use them. You will provide a special link (as defined below) from the Product reference on your site to the corresponding Printerinks.com entry. Each link will connect directly to a single item or product category in the Printerinks.com online catalog, using a special link format that we give you (a "special" link). You may add or delete Products (and related links) from your site at any time without our approval.

The content and embedded images from the Printerinks.com website may be used for reference purposes only. Partners are not allowed to spider the Printerinks.com site to obtain our content and contextual images. Any affiliate who attempts to do so will be revoked from the program and any outstanding commissions will also be forfeited. Only materials provided via our affiliate services area may be used for product promotion. The primary product image from the Printerinks.com website may be used as well.

General Link to Printerinks.com Homepage: You may provide a general link on your site to our homepage. We will provide you with guidelines and graphical artwork to use in linking to the Printerinks.com homepage.

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 Printerinks.com domain name.

1. Order Processing: We will process Product orders placed by customers who follow Special Links from your site to the Printerinks.com 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 all aspects of order processing. 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 using Special Links from your site to our site and will send you reports summarizing sales activity. The form, content and frequency of the reports 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 our 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 our site are not properly formatted.
2. Referral Fees: For a product sale to generate a referral fee, the customer must follow a Special Link (in the format specified by us) from your site to the Printerinks.com site; purchase the Product on the Printerinks.com site using our automated ordering system; accept delivery of the Product at the delivery destination and remit full payment to Printerinks.com. We will pay referral fees during the cookie session life of 90 calendar days, unless the customer comes to the Printerinks.com site through another affiliate or link tracked directly by Printerinks.com marketing, advertising, or search engine optimization. Further, we will not pay referral fees on any Products purchased from any site operated by us other than the Printerinks.com site. In addition, Products listed in the Printerinks.com catalog or in search results as "out of print", "hard to find", "special order" (or other words to similar effect indicating that a product is not readily available for delivery) are not eligible for any referral fees. Gift certificates are not eligible to earn referral fees. You can however still be credited for commissions from sales that originated from your site via phone, fax, and/or mail orders as long as the customer specifies that they found us through your website. Failure of the customer to accurately disclose this information will release us of the liability to pay out those particular commissions.

Products that are entitled to earn referral fees under the rules set forth above are hereinafter referred to as "Qualifying Products".

In addition, you may not directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money or awarding of any benefits) for using Special Links on your site to access our site (e.g.: by implementing any "rewards" Program for persons or entities who use Special Links on your site to access our site). If we determine, in our sole discretion, that you have offered any person or entity any such consideration or incentive, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement.

"Session" shall mean the period beginning upon a visitor's entry to our site via a Tagged Link (regardless of whether the visitor leaves and then returns to the site) and ending 90 days thereafter if the visitor accepts "cookies" from our site (see explanation below).

Any Session in progress will automatically terminate upon the expiration or termination of this Agreement or upon the visitor deleting our cookie.

Note regarding Net Sales -Net Sales include only "shipped" sales. Orders entered for which the product does not ship are not reported as sales.

Note regarding "Cookies": To keep track of the Session, we use a small text file called a "cookie" that is placed on the hard drive of the visitor's computer. Some web browsers permit users to elect not to receive cookies. Only visitors who accept cookies can be tracked for referral fees. You understand that no referral fee can be paid for any purchase made by a visitor who does not accept "cookies" or who has deleted our "cookies" during a session.

5. Fee Payment We will pay you referral fees on a monthly basis when you have met the minimum requirement of £25.00. Approximately 30 days following the end of each calendar month, we will send you payment for the referral fees earned on Qualifying Products that were dispatched during that month, less any taxes that we are required by law to withhold. However, if the fees payable to you for any calendar month are less than £25.00, we will hold those fees until the total amount due is at least £25.00 or (if earlier) until this Agreement is terminated. If a Product that generated a referral fee is returned by the customer, we will deduct the corresponding fee from your next payment. If there is no subsequent payment, we will send you an invoice for the fee.

Commissions will be paid for new customers only. If customers return to our website through any other links, other affiliates web pages, or on their own they will be considered our customer and any commissions will not be accrued. A New Customer is defined as a Printerinks.com customer who has never previously purchased at our site, as determined by us in our sole discretion based on a comparison of our existing customer database with each customer's name, e-mail address, billing address, credit card number and such other factors as we may determine. Our determination of whether a customer qualifies as a New Customer and the amount of the commissions payable to you will be final and binding upon you.

A. We will pay you up to 17% of all sales. Based on the following scale:

Monthly Revenue Sales Total	Default	Compatible Inks	Remanufactured Inks	Remanufactured Toners	OEM
£0-£2,499.99	10%	15%	10%	10%	3%
£2,500.00+	10%	17%	15%	15%	4%

The category names listed in Section 5 point A; when used in this agreement have special and specific connotation and have no relation to their everyday use. The category names pertain specifically to those products chosen and categorized at will by Printerinks.com. The use of such chosen names does not indicate that products that would generally pertain to these categories will be included in the category. Product and category allocation is at the full discretion of Printerinks.com and may change at will without any prior notification. To receive a copy of our product to category association please email affiliates@printerinks.com.

B. In addition Printerinks.com pays "Special Incentives" and bonuses from time to time.

6. Policies and Pricing For the avoidance of doubt, customers who buy Products through this Program will be customers of Printerinks.com. Accordingly, all Printerinks.com rules, policies and operating procedures concerning customer orders, customer service and Product sales will apply to those customers. Such policies and operating procedures may be changed at any time. For example, Printerinks.com will determine the prices to be charged for Products sold under this Program in accordance with its own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you already have listed on your site, we recommend you do not include price information in your Product descriptions.

Printerinks.com will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

7. Identifying yourself as an Affiliate We will make available to you a small graphic image that identifies your site as a Program participant. You must display this logo or the phrase "In association with Printerinks.com" somewhere on your site. We may modify the graphic image from time to time. In addition, we encourage (but do not require) you to include a link to the Printerinks.com homepage at <http://www.printerinks.com>

You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. You may e-mail affiliates@printerinks.com if you wish to get written consent.

8. Limited License We grant you a nonexclusive, revocable right to use the materials described in Section 2 and such other 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 modify the icon or any of our images in any way. We reserve all of our rights in the icon, 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.

9. 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; creating and posting Product descriptions on your site and linking those descriptions to the Printerinks.com catalogue using Special Links and special link formats provided by us; the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials) ensuring that materials posted on your site do not breach 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 defamatory or illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and contents of your site.

10. 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. You are only eligible to earn referral fees on sales of Qualifying Products occurring during the term and fees earned up to the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, you must promptly return to us, or at our request, destroy any and all of our intellectual or proprietary property, information and/or materials in your possession and, subject to receiving written consent to the contrary from us, remove all hypertext links to our site from your site.

11. **Modification** We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, 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.**
12. **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 or our respective affiliates. You will have no authority to make or accept any offers or representations, guarantees or warranties on our behalf or our affiliates' behalf, including with respect to our or our affiliates Products or services. You will not make any statement or representation, whether on your site or otherwise, that you are connected or affiliated with us or our site, other than for the purpose of referring users to our site as defined under this Agreement, or that otherwise reasonably would contradict anything in this Section.
13. **Your Communications** Carrot Ink shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us, via our Web Site, for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information. Any personally identifiable information you provide to Carrot Ink through the Web Site shall be subject to the Web Site's Privacy Policy.
14. **Limitation of Liability** Neither we, nor any of our affiliates, will be liable for direct, indirect, incidental, special or consequential damages (or any loss of revenue, profits or data) or punitive damages arising in connection with this Agreement, the Program, our site or any other hyperlinked site, even if we, or any of our affiliates, have been advised of the possibility of such damages including, without limitation lost profits or revenues, costs of replacement, business interruptions, loss of data, or damages resulting from the use of or reliance on the information present, even if Printerinks.com is expressly advised about the possibility of such damages. Further, to the fullest extent permitted by law, our and our affiliates' collective 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 at the time the act or omission giving rise to the liability occurred.
15. **Indemnification** You hereby agree to indemnify and hold harmless Printerinks.com, and its subsidiaries and

affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

1. Disclaimers To the fullest extent permitted by law, neither we nor any of our affiliates makes any 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, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), and the same are hereby excluded. In addition, neither we, nor any of our affiliates, make any representation that the operation of our site will be uninterrupted or error-free and none of us will be liable for the consequences of any interruptions or errors.
2. Independent Investigation YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE OR ANY OF OUR AFFILIATES 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.
3. Miscellaneous This Agreement will be governed by the laws of the United Kingdom, without reference to rules governing choice of laws. You irrevocably consent to the jurisdiction of such courts. 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 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.
4. More "Fine Print" 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, non-infringement 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 or the links or Tagged Links will be uninterrupted or error-free, or will not be re-routed or "black holed." As a result, we might temporarily be unable to capture information regarding Tagged Links. We will not be liable for the consequences of any such interruptions or errors. The Program is intended for commercial use only. 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 OR MAINTAIN AFFILIATES 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.

Notices to you are effective if provided in writing to the postal addresses, electronically to the e-mail address set forth in the application or if posted on our website. Notice to us may be given in writing to Printerinks.com, Unit 5, Stonefield Way, South Ruislip, Middlesex, HA4OJS, and Attention Affiliate Marketing Program; or by e-mail at affiliates@printerinks.com. This Agreement will be governed by the laws of the United Kingdom. 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 enforceable against the parties and their respective successors and assigns. Our failure to enforce 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.