



OfficeFinder Affiliate Agreement

This Agreement contains the terms and conditions that apply to an individual or entity's participation in the OfficeFinder.com Online Affiliate Program. As used in this Agreement, "we" means OfficeFinder, LLC, and "you" means Affiliate.

Linking

We will provide you with the procedures and links to use in linking to our Site and referring prospects to us. To ensure accurate tracking, reporting and fee accrual, we will provide you with special tagged link formats to be used in all links between your site and our site. You must make sure these links are properly utilized. We will not be held liable for any failure by you to use the OfficeFinder, LLC links.

Use of Materials

We grant you permission to use the graphic images and text solely for the purpose of identifying your site as a Program participant and to assist in generating sales. We reserve all rights to any graphic image and text, or any other images, our trade name and trademark.

Affiliate Fees

We will pay affiliate fees on closed transactions that were received from you either directly via a mutually agreed process or from a click through from your site, including any extra sales as a result of that click through. Fees will only be paid after a referral is fully closed and paid. You will earn 50% on all referral income of the total qualifying revenue, which excludes costs for rewards to clients and bad debt. Checks will be sent out monthly.

Referral Processing, Policies and Pricing

We will be responsible for all aspects of referral processing and fulfillment. We reserve the right to reject any referral that does not comply with our requirements. Customers who execute transactions through this Program will be deemed to be customers of OfficeFinder.com.

Restrictions

During the term of this Agreement Affiliate shall not send leads to, provide Ads for, link to, or otherwise promote, own or participate in any lead generation services owned or operated by competitors of OfficeFinder. All lead information delivered to or captured by OfficeFinder will be the property of OfficeFinder.

Terms of the Agreement

We may modify any of the terms and conditions of this Agreement, at any time by providing you a written change notice or new agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our provision of a change or new Agreement will constitute acceptance of the change.

Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. If this Agreement is terminated, you will immediately cease use of, and remove from your site, all links to our site, and all of OfficeFinder.com trademarks, trade dress, logos, and all other materials provided by or on behalf of us to you in connection with the Program. All commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We may hold your final payment for a reasonable time to ensure the correct amount is paid.

Legal Activity

You shall ensure that all associated activities engaged in for providing the services hereunder, including but not limited to promoting OfficeFinder services and generating leads, shall be in full compliance with all applicable federal, state, and local laws including, but not limited to all applicable Do Not Call and anti spam and privacy laws and regulations. Affiliate will not engage in any illegal acts of wrongdoing, or unethical practices, including, but not limited to misleading advertising claims, using or passing clicks originating from non US ISPs, use of robots, non-human generated clicks, bait and switch tactics, or duplicate clicks from the same IP address. Any breach of the above shall be grounds for immediate termination of this agreement and a possible action for damages to business and/or reputation. Affiliate will indemnify OfficeFinder for any and all damages, costs and expenses relating to any claims relating to the above activities should OfficeFinder be included in any complaints or legal proceedings relating to such activities by Affiliate or Affiliate's representatives.

Limitation of Liability

Neither party will 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 they have been advised of the possibility of such damages. Furthermore, the aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any sales or leases through the Program. 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. Neither party shall be liable to fulfill its obligations hereunder, or for delays in performance, due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of civil or military authority, fires, strikes, floods, epidemics, riots or acts of war.

Confidential Information

Neither party shall use the other's Confidential Information without prior written permission. Both parties shall maintain the secrecy of any Confidential Information and shall not in any way disclose or transfer such information. Confidential Information includes the terms of this Agreement, marketing statistics and data, marketing strategies, the content of any discussions and negotiations, pricing and other financial information, business plans, and other trade secrets and confidential information not generally known to the public, whether in paper, electronic, verbal or other format. The restrictions of this paragraph shall survive for a period of three years after the end of this Agreement.

Miscellaneous

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