



## BookShark LLC Affiliate Program Terms and Conditions

By enrolling in the BookShark LLC 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 BookShark LLC (the “Company”).

The BookShark Affiliate Program allows affiliates to earn advertising commissions for qualifying purchases made by visitors who come to our site (BookShark.com) using Affiliate tracking links created by our Affiliate software.

To enroll, Affiliate must submit the information requested on the enrollment page and ensure that the information provided is complete and accurate. BookShark LLC reserves the right to approve or reject any application.

The following agreement is summarized in part as follows:

- You can place our promotional materials anywhere on your site as you see fit.
- Your website must be family friendly.
- Don’t use pay-per-click advertising to promote our products.
- You will be paid commissions via direct deposit when your account balance is \$50 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.

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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 (“the Promotional Materials”) on the Affiliate website, social media platforms, and/or email lists. Affiliate shall display the Promotional Materials on Affiliate’s website, social media platforms 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.** 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 use the Promotional Materials only 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 the Company's 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 (excluding tax and shipping charges).
  - 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. The starting commission rate is 4%. The commission rate may increase at the discretion of the Company and is directly linked to Affiliate's success in driving traffic to the Company's websites.
  - d. When a customer makes a purchase after clicking on affiliate links from more than one affiliate, credit for the commission will go to the eligible affiliate who generated the first click.
  - e. Commissions will be approved upon successful completion of an order linked to Affiliate's account.
  - f. Product returns or other adjustments may affect the Affiliate's final payout.
  - g. The Company reserves the right to monitor and validate all purchases and to make any adjustments to Affiliate's earnings due to customer returns, fraud, or other reasons.
  - h. Affiliate may not receive or attempt to receive commissions on the Affiliate's own purchases.
  - i. In the event that the Affiliate 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.

**7. Payments.**

- a. Affiliate payments will be initiated when the commission total equals or exceeds \$50.00.
- b. Earned commissions which do not equal \$50 will be held and kept as a running total until the commissions total equals or exceeds \$50.00.
- c. Commissions will be marked as “pending” for one month and will be paid out within one week of the beginning of the following month. (Example: January commissions will be paid out during the first week of March.)
- d. All payments will be paid via direct deposit/ACH.
- e. The Company is not responsible for payments which cannot be made as a result of the affiliate's failure to provide correct bank information and authorization.

**8. 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.
- g. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing the Company.

**9. Affiliate Responsibilities.**

- a. Affiliate is solely responsible for the development, operation, and maintenance of their site.
- b. Affiliate is responsible for providing bank information and authorization to enable the Company to make payments via direct deposit.
- c. Affiliate is responsible for complying with the requirements of the Federal Trade Commission regarding affiliate marketing. If Affiliate endorses or reviews the Company’s products, Affiliate must clearly and conspicuously disclose that they have an affiliate relationship with the Company and that they will earn income if their visitors use their affiliate links and make a purchase.
- d. Affiliate is responsible for any taxes owed 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.

- e. Affiliate is responsible to maintain their affiliate account to ensure that the information therein is complete, accurate, and up to date.
- f. Affiliate may not earn commissions on purchases you make for yourself.
- g. Affiliate agrees to receive email from the Company.

**10. The Company's Responsibilities.**

- a. The Company will process all orders placed by customers who use Affiliate's links.
- b. The Company will collect and remit any sales taxes applicable on those orders. The Company's affiliate software will keep track of these sales and make summary reports available to the Affiliate.
- c. The Company is not responsible for technical errors on your site or blockers in your visitors' browsers that prevent affiliate clicks or purchases from being recorded and reported properly.
- d. The Company is not responsible for clicks and/or purchases not recorded due to customer decisions to block ads and cookies or to browse anonymously or "incognito."
- e. The Company will make the final determination on the number of clicks and purchases that will be awarded to the Affiliate in any given pay period.
- f. The Company reserves the right to modify this Agreement at any time. In the event of such changes, the Company will post the change on the affiliate website or in an email sent to the Affiliates.
- g. The Company will respect Affiliate's privacy and will not disclose personal information to third parties without the express permission of Affiliate.

**11. Term and Termination.**

- 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.
- c. Affiliate accounts that remain "inactive" for at least 6 months are subject to termination without notice. An inactive account is characterized as one that registers less than 100 clicks and/or zero commissions over a 6-month period.
- d. If Affiliate has unpaid commissions in their account at the time of termination, the Company may withhold payment for a reasonable time to make necessary adjustments.
  - i. If the unpaid commissions are less than the minimum payout threshold (\$50) at the time of termination, payment of commissions is forfeited.
  - ii. If the unpaid commissions exceed the minimum payout threshold (\$50) at the time of termination, final payment of unpaid commissions will be made via direct deposit.
  - iii. If the affiliate account is terminated due to failure to comply with the terms of this Agreement, unpaid commissions are forfeited by Affiliate.

**12. Indemnification.** Affiliate shall indemnify the Company and hold harmless BookShark LLC and Inquisicorp Corp from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties. 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.

**13. Confidentiality.** Any information that the 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.

**14. 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.

15. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Colorado, without regard to conflicts of law principles.
16. **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.
17. **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.
18. **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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