

WWW.CELEBFLEXDOLLARS.COM WEBMASTER AFFILIATE AGREEMENT

Effective Date: June 1, 2008
Last Modified: June 1, 2008

I Party Definitions and Introductory Terms

1. The operative parties referred to in this Agreement as follows:
 - A. **Us, the publisher** – CelebflixVip.com, is the publisher of the website located at www.celebflixdollars.com. Hereinafter, when first-person pronouns are used in this Policy, (us, we, our, ours, etc.) they are referring to this website. This entity may also be referred to as “Publisher” from this point forward. Additionally, when the terms “The Site” or “Site” are used, these terms refer to the aforementioned web site.
 - B. **You, the Affiliate** – This Affiliate Agreement will refer to the Affiliate as “You” through any second-person pronouns, such as “Yours,” etc. Hereinafter, the Affiliate shall be referred to as “Affiliate” or by applicable second-person pronouns.

II. RECITATIONS

- A. **WHEREAS**, Publisher has developed an affiliate marketing program for its web Site(s) www.celebflixvip.com and intends to market its website and associated documentation for the Program, (collectively, the “Program”), through its Web site(s), various online and traditional media, and elsewhere;
- B. **WHEREAS**, Affiliate desires to become a member of the Publisher’s Affiliate Program, subject to the terms and conditions stated herein; and,
- C. **WHEREAS**, Affiliate has determined that it is in its interest to enter into this Agreement.
- D. **NOW, THEREFORE**, for good and valuable consideration, and in consideration of the mutual covenants and conditions herein set forth, and with the intent to be legally bound thereby, Affiliate hereby agrees as follows:

III. INTRODUCTORY PROVISIONS

- A. This Agreement and the provisions hereof, shall be in full force and effect commencing on the date accepted by the Affiliate and continuing until terminated by either of the parties in accordance with the Termination provisions set forth *infra*. Acceptance is effective upon clicking “I

Accept” or any similar syntax, and/or the installation or opening of any Publisher software or any other product produced by the Publisher.

- B. What this Agreement is** – This Agreement is a legal contract between you, (the Affiliate) and Us (the Publisher). You should treat it as any other legal contract by reading its provisions carefully as they will affect Your legal rights. By assenting to this Agreement or by taking advantage of any of the benefits of membership in our affiliate program, You are affirmatively agreeing to be bound by all of the terms contained in this Agreement. You may not pick and choose which terms apply to You. If You do not agree to be bound by all of the terms in this Agreement, You must cease all activities contemplated by this Agreement, cease participation in the affiliate program and forfeit all commissions that may be due.
- C. Electronic Signatures / Assent Required** – Nobody is authorized to act as an Affiliate for this Site unless they have signed this Agreement. Such signature does not need to be a physical signature, since this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You manifest Your agreement to this Affiliate Agreement by taking any act demonstrating Your assent thereto. Most likely, You have clicked a button containing the words “I agree” or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If we discover that you have not signed this Agreement, You will be terminated from the Affiliate program, any funds otherwise due will be forfeited.
- D. Revisions to this Agreement:**
1. From time to time, We may unilaterally revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this agreement are in force and enforceable immediately upon posting. The updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect.
 2. We agree that if we change anything in this Agreement, we will change the “last modified date” at the top of this Agreement. You agree to periodically re-visit this web page, and to use the “refresh” button on Your browser when doing so. You agree to note the date of the last revision to this agreement. If the “last modified” date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the “last

modified” date has changed, then You can be certain that something in the Agreement has been changed.

3. Waiver – if You fail to periodically review this Agreement to determine any of the terms have changed, You assume all responsibility for such omission and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your own legal rights.

E. Separation of Affiliate and Publisher is Complete and Total

1. The Publisher and Affiliate are completely separate entities and neither shall be, nor represent themselves to be, a partner, franchiser, franchisee, broker, employee, servant, joint venturer agent, or representative of the other for any purpose whatsoever. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, another party or to bind another in any manner or thing whatsoever
2. **Nothing provided --** Acting as an Affiliate does not mean that you are an employee of the Publisher. In fact, you are specifically placed on notice that you are not an employee of the Publisher. You are, at most, an independent contractor. No tools, no materials, and no support (other than what is specifically described in this Agreement) shall be provided to you. You are responsible for all internet access, computer equipment, modems, software, and other necessary requisites that you may need in order to function as an Affiliate.

IV. SPECIFIC GRANT OF LICENSE AND AFFILIATE’S CONTENT:

- A. Publisher agrees to provide access to, and membership in, the Affiliate Program to the Affiliate and to provide Affiliate with the right to market, advertise and promote the Publisher’s online services and content.
- B. Publisher will provide Affiliate access to a selection of promotional content including images, recordings, video, audio, links, computer script, advertising banners, and other promotional materials (hereinafter, “Materials”) that are associated with the Program from time to time, and hereby grants a non-exclusive, restricted, license to use such Materials solely for the purposes set forth in this Agreement. **THIS LICENSE IS REVOCABLE AT WILL. SUCH REVOCATION DOES NOT REQUIRE PRIOR NOTICE.**

- C.** The Publisher reserves the all rights to select, alter, delete, add to, or remove any and all Materials used by the Affiliate to promote the publisher's content. Publisher's Materials may not be used in violation of any term contained in this Agreement.
- D.** Affiliate's license to use the Materials shall automatically terminate, and all rights shall automatically revert to Publisher upon cancellation of the Affiliate's membership or withdrawal from the Program by the Affiliate. Affiliate may not copy, reproduce, alter, modify, change, broadcast, distribute, transmit, disseminate, sell, nor offer for sale in any manner, the Materials at any time anywhere in the world except as expressly authorized by the Publisher, in writing.
- E.** Once the Affiliate is accepted into the Affiliate program, the Publisher will provide the Affiliate with the information necessary to operate as an Affiliate. The Affiliate may create his or her own materials as well, but any such materials must be approved by the Publisher, and any such materials may not utilize the Publisher's trademarks unless the use is expressly permitted by the Publisher.
- F.** If the Affiliate creates his or her own marketing materials, the Publisher shall have the right to exercise editorial control over the materials and shall have the right to demand that the Affiliate cease use of any materials whatsoever that may be used to promote the Affiliate Program directly or indirectly. Failure to adhere to any demand made by the Publisher in this regard within 48 hours of the demand being made shall constitute a material breach of this Agreement and shall subject the Affiliate to immediate termination.
- G.** If the Affiliate creates his or her own marketing materials, the Publisher shall have the absolute right to demand that these materials contain certain text, online agreements, documents, notices, disclaimers, or age verification devices that may be necessary or desirable to protect the Publisher's or the Affiliate's legal interests.
- H.** The Affiliate shall be solely responsible for all content available on or through its Affiliate Web site. Affiliate warrants that its website and Materials will not infringe or contain any content that infringes upon or violates any intellectual property rights, or otherwise violates any applicable law, rule or regulation. Publisher, shall have no obligations with respect to the content available on or through any participating website, including but not limited to, any duty to review or monitor any such content. Thus, Affiliate is solely responsible for the content on Affiliate's Web site.

- I.** Publisher, owns the rights to any and all content and Materials provided by publisher and located on any of Affiliate's sites if the Publisher's services are in any way promoted by that site. Publisher shall always remain the owner of all intellectual property rights pertaining to the Materials, which may be licensed from third party content producers. Any and all derivative works generated by Affiliate shall inure to the benefit of the Publisher, which shall be considered the owner or license holder of such derivative works, to the extent permitted by law.
- J.** Affiliate's license to use any of the Publisher's Materials shall automatically terminate, and all such rights shall automatically revert to Publisher upon cancellation of the Affiliate's membership or withdrawal from the Program by the Affiliate.
- V. ENROLLMENT:** To begin the enrollment procedure, you must submit a completed CelebFlixDollars Affiliate Program Application form through our Affiliate Website: <http://www.CelebFlixDollars.com/> When you sign up, you must provide a valid email address. Failure to do so will result in your account being deleted. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We reserve the discretion to accept or reject applications for any reason including, but not limited to 1) if unlawful content appears on your site; 2) if your site violates our Acceptable Use Policies as detailed throughout this Agreement; 3) if your site promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark or other intellectual property infringement; 4) if you encourage password theft or hacking; 5) if your site does not receive a sufficient number of unique hits; or 6) if CelebFlixDollars deems your application or site to be unsuitable for any reason whatsoever

VI. ACCEPTABLE CONDUCT POLICY FOR AFFILIATES:

Affiliate agrees to be bound by the following general policies in connection with all content with which Publisher's Materials are associated:

- 1.** No defamatory, obscene, child pornographic, harassing, or otherwise objectionable content may appear the Affiliate's site;
- 2.** Affiliate shall have no content on the Affiliate's site that promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark, other intellectual property infringement, right to privacy, right to publicity, or other similar rights;
- 3.** Affiliate shall have no content that is prohibited. Prohibited content includes, but is not limited to: child pornography, incest, warez content, scatological content, depictions coffins (or other death images), defecation, feces, urination, genital mutilation, underage teen modeling, actual or simulated rape, sexual violence, menstruation, torture, fisting, obscenity, bestiality, threats of

physical harm to persons or property, programs containing viruses, pirated software, wire fraud, drug trafficking, and/or violations of international export control laws. Publisher, at our sole discretion, reserves the right to review and/or reject any content created and/or posted by Affiliate.

4. Our Affiliates are strictly forbidden to engage in any fraudulent, deceptive or unfair transactions or trade practices. The Affiliate agrees to fully comply with the United States Federal Trade Commission (“FTC”) statutes and regulations (if Affiliate does business in the United States or with United States based customers), and any related rules, policies, and advisory opinions issued by the FTC. No commissions will be paid on violation transactions, and may be withheld if such conduct is suspected.
5. Affiliate may not promote any publisher websites on any Site that encourages password trading, distribution, or hacking.
6. Affiliate shall not engage in any activities that may be harmful to the image, goodwill, or reputation of the Publisher whether activities meet this definition is the sole discretion of the Publisher.
7. Affiliate agrees not to utilize any techniques to manipulate search engine results that may be false, misleading, infringing, or otherwise manipulative or deceptive in order to drive traffic to the Affiliate’s website(s).
8. You are not permitted to utilize any metatags or other search engine terms that would imply or suggest that underage or illegal content may be found on the submitted Web site.
9. Affiliate may display on Affiliate’s Web site: advertising links, banners, or promotional materials for other external web sites.
10. Affiliate may not attempt to cheat, defraud, or mislead the Publisher, in any way.
11. Violation of the restricted nonexclusive license provided in this Agreement is prohibited.
12. Affiliate may not use the Publisher’s material or images to promote other sites or businesses.
13. Affiliates shall not use any material that contains “Trojan Horses,” viruses, or the like, which causes damage to any computer or programs regardless of the intent. Affiliate will be solely responsible for any damage caused by the aforementioned destructive materials and the use of such materials will result in the termination of this Affiliate.
14. Affiliate shall keep all communications sent by Company private, and shall not share or disclose the contents of such communications without the express, written permission of company.
15. Affiliate may not circumvent, nor attempt to circumvent, the access screen requiring users to enter their birth date and requiring agreement to The Publisher’s User Agreement.

16. The Publisher's site may feature youthful models who are all over the age of 18. The Affiliate may never attempt to market the site as featuring underage models, nor may the Affiliate take any action that might be perceived as doing so or that might be perceived as marketing the site to pedophiles.
17. **PROMOTIONAL RESTRICTIONS AND SPAM:**

Affiliate may use any reasonable promotional tool desired, with the following exceptions:

 - a. **SPAM.** We do not allow affiliates to market websites promoted through this program through the transmission of e-mails. No exceptions.
 - b. **NO DECEPTIVE ADVERTISING.** All forms of deceptive or unfair advertising are prohibited. Any Affiliate who is uncertain as to the requirements of federal advertising law should obtain legal advice before engaging in any promotion. More information about deceptive trade practices can be found here: www.FTC.gov.
 - c. **METATAGS.** Affiliate agrees not to utilize any false, misleading or infringing metatags tied to the Affiliate's site. In addition, Affiliate agrees not to utilize any metatags that would imply or suggest that underage or illegal content may be found on the submitted site.
18. **WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES OR ANY PEDOPHILIC ACTIVITY.**
 - a. **You understand that all depictions of all persons in all Materials produced or published by the Publisher are of persons over the age of 18 as of the date of the production of the depiction. We take great measures to ensure that no underage models appear in any of our Materials.**
 - b. **If You traffic in, possess, or ever possessed any form of child pornography (including so-called "virtual" child pornography), you must exit this Site immediately and you are ineligible to be an Affiliate. We do not provide this kind of material and We do not tolerate those who provide this kind of material nor do we tolerate consumers of this kind of material.**
 - c. **In order to further Our zero-tolerance policy, all Affiliates agree that they will report any images, real or simulated, that appear to depict minors on any Affiliate's site. If You see any images or other depictions that are questionable, You agree to report these images by emailing us at compliance@celebflixdollars.com**

- d. **Include with your report any appropriate evidence, including the date and time of identification. All reports will immediately be investigated and the appropriate action will be taken.**
- e. **We enthusiastically cooperate with any law-enforcement agency investigating child pornography. If you suspect other outside websites are participating in unlawful activities involving minors, please report them to <http://www.asacp.org> .**

19. Affiliates may not “hotlink” to any of the Publisher’s images, banners and/or graphics unless they have been provided to the Affiliate for this purpose.
20. Affiliates must provide within 24 hours, upon request by the Publisher, access to any password protected area where the Publisher’s websites are being or have been promoted.
21. Affiliates may neither solicit nor permit any minor to become a customer of the websites in accordance with the requirements of the Child Online Protection Act, (“COPA”). Publisher, takes a strong stance in favor of preventing minors from accessing sexually-oriented materials.

- A. Suspected violation of a portion of the Acceptable Use Provisions may result in termination from the Program and forfeiture of any past or future commissions or payments, whether earned or unearned. If, in our sole opinion, you have violated any of the acceptable use policy provisions, you will forfeit all funds otherwise due, we will fully cooperate with the law enforcement with the investigation of your actions.
- B. The Publisher shall retain the discretion to interpret, modify, terminate and/or enforce any of the general policies for Affiliates.

VII. AFFILIATE’S NOTIFICATION DUTY:

Affiliate agrees to notify Us of:

- A. Any and all URLs where our Web site(s) will be promoted.
- B. You also agree to immediately notify us whenever there are inquiries or concerns by any person regarding any questionable activities of any kind.
- C. You further agree to notify us immediately if you receive any inquiries or requests for information regarding the following subjects:
 - Obscenity
 - Child Pornography
 - SPAM Complaints
 - Copyright Infringement
 - Trademark Infringement

- Deceptive Trade Practices
- Misleading Search Terms
- Invasion of Privacy Issues
- Fraud, including Credit Card Fraud.
- Any other criminal investigation inquiry of any kind unless you are clearly prohibited from doing so by law.
- Any other civil investigation inquiry of any kind that pertains to you, even if it does not relate to your relationship with us Any civil or criminal subpoena served upon you, even if it does not relate to your relationship with us.

VIII. COMPENSATION AND BENEFITS:

- A. Affiliates will be compensated in accordance with a \$20.00 (Twenty Dollar) pay per sign up. Payments to be made twice a Month. The programs may be altered from time to time without notice.
- B. We are not responsible for any billing errors.
- C. Affiliate will be compensated with a commission according to the terms of this Agreement and the pay program referred to above. Affiliate's payouts will be debited for any refunded or charged back subscriptions.
- D. Affiliates will receive no commission for activity determined to be fraudulent, including but not limited to credit card numbers in a negative bin number database, multiple subscriptions from a single email address, IP address, multiple subscriptions with the same credit card number, sequential names or patterns of names, many subscriptions from a specific Web site in a short time span, and multiple attempts to subscribe from the same credit card, or any subscriptions that suggest a violation of our Spam Policy. We will also deny or withhold commission for any links coming from any practices that violate the Acceptable Use Policy (*infra*) of this Agreement. Any Affiliate site found to be engaging in such actions will not receive any credit or payment and will forfeit any and all credit or payment earned.
- E. Affiliates agree that the Publisher, in its sole discretion, may deny or withhold payment and terminate Affiliate's membership due to suspicious behavior including but not limited to numerous charge backs or subscription cancellations.

IX. BILLING AND DISBURSEMENT:

- A. The Publisher has the sole right to determine the manner in which payments will be processed, and the identity of any third party processor used for billing purposes. Determination of the third-party billing service shall be made at the convenience of the Publisher and may be unilaterally changed by the Publisher at the Publisher's sole convenience.
- B. Affiliate will provide the Publisher, with a Social Security Number or Federal Tax ID, if requested so that an IRS form 1099 may be issued. Failure to provide the Publisher such information may result in termination of this Agreement.

X. REPRESENTATIONS AND WARRANTIES:

- A. You, as the Affiliate, warrant and represent that You own or operate a lawful, and otherwise valid Internet Web site that adheres to the acceptable use policy as outlined above.
- B. Affiliate warrants that Affiliate is the sole owner of any and all necessary rights, title, and interest to any content contained on the Affiliate's Web site, and that such Web site is free of claims to the content by third parties.
- C. You represent that you have the requisite power and authority to enter into this Agreement and perform the obligations set forth herein and that you are and adult at least eighteen (18) years of age; that performance under this Agreement does not and will not constitute a breach of any existing contract or obligation undertaken by you; and that there are no outstanding orders, judgments, decrees, rules or regulations which would preclude you from entering into this Agreement.
- D. The Publisher makes no representations or warranties other than those specifically contained herein, and specifically disclaims any implied warranties, including merchantability or fitness for a particular purpose. Publisher makes no representations of success or profitability and does not monitor or supervise the Site.

XI. CONFIDENTIALITY AND PRIVACY POLICY:

- A. "Confidential Information" shall mean any confidential technical data, trade secret, intellectual property, know-how or other confidential information disclosed by any Party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary." If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced to writing and delivered to the receiving party within ten (10) days of such disclosure.
- B. Notwithstanding the foregoing, Confidential Information shall not include information which:
 - 1. Is known to the receiving party at the same time of disclosure or becomes known to the receiving party without breach of this Agreement;
 - 2. Is or become publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party;
 - 3. Is rightfully received from a third party without restriction on disclosure;

4. Is independently developed by the receiving party or any of its subsidiary;
 5. Is furnished to any third party by the disclosing party without restriction on its disclosure;
 6. Is approved for release upon a prior written consent of the disclosing party; or
 7. Is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.
- C.** The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of five (5) years thereafter, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. The disclosing party shall grant no license to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.
- D.** Upon the request of the disclosing party, the receiving party will promptly return all Confidential Information furnished hereunder and all copies thereof.
- E.** The Parties agree that all publicity and public announcements concerning the formation and existence of this Agreement shall be jointly planned and coordinated by and among the Parties. Neither party shall disclose any of the specific terms of this Agreement to any third party without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.
- F.** If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary to the contrary contained herein.
- G.** Except as otherwise set forth in this Agreement, the Publisher shall be entitled to make any public statement, press release or other

announcement relating to the Web site without any prior written approval of Affiliate.

- H.** Publisher honors the privacy of its Affiliate's personal information. Our Privacy Policy is hereby incorporated by reference. For more information on our Privacy Policy, please contact us.

XII. INTELLECTUAL PROPERTY RIGHTS:

- A.** The parties agree that:

- 1.** Each party's marks are and shall remain the sole property of that party;
- 2.** Nothing in this Agreement shall convey to either party any right of ownership in the party's marks;
- 3.** Neither party shall now or in the future contest the validity of the other party's marks; and
- 4.** Neither party shall in any manner take any action that would impair the value of, or goodwill associated with, such marks.
- 5.** The Parties acknowledge and agree that all use of the other party's marks by a party shall inure to the benefit of the party whose marks are being used.

- B.** Each party hereby grants the other party, during the term of this Agreement, a non-exclusive, non-transferable license to use that party's trade names, trademarks, service names, copyrights, and similar proprietary marks as is reasonably necessary to perform its obligations under this Agreement, provided, however, that any promotional materials containing a party's proprietary marks will be subject to that party's prior, written approval.

- C.** Each party agrees not to use the other party's proprietary marks in a manner that disparages the other party or its products or services, or portrays the other party or its products or services in a false, competitively adverse or poor light. Each party will comply with the other party's requests as to the use of the other party's proprietary marks and will avoid any action that diminishes the value of such marks. Each party's unauthorized use of the other's proprietary marks is strictly prohibited.

- D.** At any time, the Publisher may, at its sole discretion, require a copy of any and all legal documentation showing rightful ownership, or licensed distribution for any item displayed on the Affiliate's Web site so as to resolve any copyright or other legal claims that may arise. If Affiliate is unable to provide ownership or licensing information to the complaining party and/or

Web site, then Affiliate must remove the objectionable material, or face having the applicable pages taken down by the Publisher.

- E. You, the Affiliate, specifically acknowledge that any trademarks held by US are retained by Us and are not owned by You, licensed by You, or useable by You except to the extent specifically outlined in this Agreement.
- F. **NO DOMAIN NAME INFRINGEMENT BY AFFILIATE PERMITTED**

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PENALTIES APPLY

1. As a specific matter – You are not permitted to register any Uniform Resource Locator (URL) or world wide web address that contains any of Our trademarks or URLs or that contain any terms that are confusingly similar to Our trademarks or our URLs.
2. You may not register any URL or world wide web addresses that consist of, or contain, common or likely misspellings of Our trademarks or our URLs.
3. In the event that you wish to register a URL and you are unclear as to whether the URL would be considered to be a violation of this provision, you are invited to contact us at compliance@celebflixdollars.com. Upon receipt of your request, we will issue a determination to you within 30 days as to whether the URL would be a violation of this Agreement.
4. In the event that you do not receive a response from us within 30 days, you should consider registration of the URL to be a violation of this Agreement and you should not register the URL.
5. If you violate this Agreement, you will immediately transfer the offending URL to us upon demand, and you agree to pay us \$5000 in stipulated liquidated damages for each URL registered in violation of this Agreement.
6. You specifically agree to pay these liquidated damages. In agreeing to pay these liquidated damages, you acknowledge that this amount is not a penalty, and that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.
7. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from You, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, or if we are required to file an ICANN complaint against you in order to bring about the transfer of an offending URL to Us from You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated damages, or in order to seek injunctive relief from You, or in order to file and prosecute an ICANN complaint.
8. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and

other amounts that may dwarf the liquidated damages themselves. You agree that You will pay all of these fees and costs.

XIII. TERMINATION:

The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

- A. Mutual Right to Termination Upon Notice:** Either Party, may terminate this Agreement at any time for any reason upon written notice to the other party. In the event that the Publisher, terminates this Agreement for breach, Affiliate shall not be entitled to receive any further commissions or payments, including commissions earned prior to the date of termination. Further, upon termination, Affiliate shall immediately cease using any marks and materials referring to or supplied by the Publisher, including banners and promotional materials.
- B. Affiliate's Right to Terminate:** Affiliate shall have the right to terminate this Agreement at any time, in doing so Affiliate shall only receive its designated portion of revenue per pay per signup.
- C. Publisher's Right to Terminate:** Publisher, shall have the right to terminate this Agreement upon discontinuation of the Program by providing thirty (30) days notice to all participating Affiliates. Publisher, shall also have the right to terminate this Agreement and cancel an Affiliate's account, if an Affiliate has not produced, any new sign ups during a three (3) month period of time.

XIV. DISCLAIMER AND LIMITATIONS:

- A. Affiliate expressly agrees that Affiliate's use of the services is at Affiliate's sole and exclusive risk. The services are provided on an "as is, with all faults" and "as available" basis. Publisher expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Publisher makes no warranty that the services will meet Affiliate's requirements, or that the services will be uninterrupted, timely, secure, or error free; nor does Publisher make any warranty as to the results that may be obtained from the use of the services or as to the accuracy or reliability of any information obtained through the services or that defects in any software, hardware or the services will be corrected. Affiliate understands and agrees that any use Affiliate makes of any material and/or data downloaded or otherwise obtained through the use of the services is at Affiliate's own discretion and risk, and that Affiliate will be solely**

responsible for any damage to Affiliate's computer system or loss of data that results from the download of such material and/or data.

- B.** In no event shall either party be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to, loss of profits, loss of data, loss of business or other loss arising out of or resulting from this Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply regardless of the negligence or other fault of either party and regardless of whether such liability sounds in contract, negligence, tort or any other theory of liability. Notwithstanding the aforementioned limitations of liability, you agree that if we are held liable to you for damages, the total amount of liquidated damages for any and all claims shall not exceed ten dollars (\$10.00).
- C.** Affiliate shall remain solely responsible for the operation of their own site, and we, shall remain solely responsible for operation of the Program and its sites. Each party acknowledges that the other's site may be subject to temporary shutdowns due to causes beyond the operating party's reasonable control.

XV. DISCLAIMER AND INDEMNIFICATION

- A.** The provision of any services which is in violation of any laws is strictly prohibited. If We determine that You or any user has provided or intends to utilize our services in violation of any law, your status as an Affiliate will be terminated immediately. We do hereby disclaim any liability for damages that may arise from any user providing any services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for us should You violate any law.
- B.** You agree to defend and indemnify Us should any third party be harmed by Your illegal actions or should We be obligated to defend any claims including, without limitation, any criminal action brought by any party.
- C.** Our Site contains material that may be offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to cease review of the Site should you find it offensive.
- D.** You agree to defend, indemnify, and hold harmless the Publisher, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Site or any of the Materials contained therein, or Your breach of any of this User Agreement. Publisher shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in

the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but are not obligated to do so.

- E. The Affiliate understands that Publisher will take drastic measures to protect itself from any legal or civil litigation including, but not limited to, removing an Affiliate's web page(s) or Web site(s) from its servers for any reason deemed appropriate by Publisher.

XVI. RELATIONSHIP OF THE PARTIES:

The relationship between Publisher, and Affiliate under this Agreement is that of independent contractors and neither shall be, nor represent themselves to be, a partner, franchiser, franchisee, broker, employee, servant, agent, or representative of the other for any purpose whatsoever. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, another party or to bind another in any manner or thing whatsoever.

XVII. FORCE MAJEURE:

Neither party will be held liable for, or will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, net congestion, or any failure of a computer, server or software, including Y2K errors or omissions. If any *force majeure* event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

XVIII. NOTICE AND PAYMENT:

- A. Any notice or payment required to be given under this Agreement may be provided by email to a functioning email address of the party to be noticed, or personal delivery by commercial carrier such as FedEx, DHL UPS or Airborne Express..
- B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.
- C. *When Notice is Effective.* Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier (e.g., United States

Express Mail or Federal Express) shall be deemed delivered on the business day following mailing. Notices mailed by United States Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are delivered one (1) hour after transmission if sent during the recipient's business hours, or 9:00 a.m. (recipient's time) the next business day. Either Party may, by giving the other Party appropriate written notice, change the designated address, fax number and/or recipient for any notice or courtesy copy, hereunder.

- D. Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server, or overnight delivery service.

XIX. JURISDICTION/DISPUTES/FORUM/VENUE:

- A. This Agreement and all matters arising out of or otherwise relating to these terms and conditions shall be governed by the laws of the State of Florida, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions. The parties hereby submit to the personal jurisdiction of the state and federal courts of the State of Florida for resolution of all disputes. Exclusive venue for any litigation or arbitration permitted under this Agreement shall be with the state and federal courts located in Palm Beach County, Florida.
- B. The parties agree that this choice of venue, jurisdiction, and forum as set out in the following parts of this Agreement is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in jurisdiction other than that specified in this Section.
- C. All parties hereby waive any right to assert the doctrine of *forum non-conveniens* or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.
- D. All parties stipulate that the state and federal courts located in Palm Beach County, Florida shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.
- E. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this

paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.

- F.** Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary. conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.
- G. Right to Injunctive Relief.** Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.
- H. Assignment.** The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.
- I. Severability.** If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Affiliate Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Affiliate Agreement will continue in full force and effect.
- J. Attorney's Fees.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorney's fees incurred on appeal.
- K. No Waiver.** No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this Affiliate Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Affiliate Agreement.
- L. Headings.** All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Affiliate Agreement.
- M. Complete Agreement.** This Affiliate Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.
- N. Other Jurisdictions.** Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use

in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do on their own initiative and are solely responsible for compliance with all applicable local laws.

XX. SEVERABILITY:

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

XXI. STIPULATED LIQUIDATED DAMAGES

- A. In various provisions in this Agreement, we have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, you acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.
- B. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from you, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated damages or in order to seek injunctive relief from You. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the liquidated damages themselves. You agree that You will pay all of these fees and costs.

XXI. INTEGRATION:

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

XXXIII. DISCLAIMER:

Other than those set forth herein, the parties make no other warranties or representations including warranties of merchantability or fitness for a particular purpose. Neither party represents the other, and both parties have had an opportunity to seek legal counsel of their choice.

XXXIV. BINDING AGREEMENT:

The parties acknowledge the legally binding nature of this Agreement. By clicking on the “Next Step” button on the following web page: [<http://www.CelebFlixDollars.com/>], you are affirmatively stating that you have read and understand the terms set forth herein and that you agree to be bound by the terms hereof. You hereby adopt the /s/ mark appearing on the signature line below, as your electronic signature on this document.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each signed this document electronically pursuant to the E-SIGN Act.

/s/
CORPORATION,

/s/