



AFFILIATE PROGRAM AGREEMENT

1. LINKS

LifeRich Publishing operated by Author Solutions Inc. (“ASI”) will make available to you (also referred to herein as the “affiliate”) graphic and/or textual links, which will establish a direct hyperlink connection from your website to the LifeRich Publishing website operated by ASI. The links will incorporate a referral number, assigned by LifeRich Publishing, that will uniquely identify you with respect to individuals referred to LifeRich Publishing in connection with this program. The LifeRich self-publishing solution is provided by ASI under LifeRich Publishing, a trademark of Reader’s Digest. LifeRich Publishing will not be responsible for link failures due to any modifications to the links made by you. You agree that your website will not in any way copy or resemble the look and feel of the LifeRich Publishing website, nor will you create the impression that your website is the LifeRich Publishing website. LifeRich Publishing must have on file a valid W-9 form for each author as well as a corresponding mailing address.

2. SITE RESPONSIBILITY

You will be solely responsible for the development, operation and maintenance of your website and for all materials that appear on it. Such responsibilities include, but are not limited to:

- ensuring that your website operates properly with respect to the use of the links;
- ensuring the accuracy and appropriateness of materials posted on your website;
- ensuring that materials posted on your website do not violate any law, rule or regulation, or infringe upon the rights of any third party (including, for example, copyright, trademarks, privacy or other personal or proprietary rights)
- ensuring that materials posted on your website are not libelous or otherwise illegal, do not include any sexually explicit material, and do not promote any illegal or morally offensive activity; and
- agreeing that you will not send unsolicited mail or e-mail to others in order to promote the products or services of LifeRich Publishing.

3. LICENSES

LifeRich Publishing hereby grants you a non-exclusive, non-transferable, non-sub licensable, revocable and limited license to display the LifeRich Publishing trademarks and logos solely as they appear in the affiliate marketing materials (i.e. links in the form of banners, graphics, and/or text), (collectively, “LifeRich Affiliate Marketing Materials”) provided to you by LifeRich Publishing. You may not modify,

edit or otherwise change any LifeRich Affiliate Marketing Materials. Please note that you are not allowed to create any marketing materials for LifeRich Publishing or otherwise use any trademarks or logos provided by LifeRich. All rights not granted to you herein are hereby reserved by LifeRich Publishing.

4. CONSIDERATION

For each individual referred to LifeRich Publishing, you shall be entitled to receive from

LifeRich Publishing, operated by ASI, a referral fee in the sum of \$100.00, subject to the following:

- The referred individual must publish at least one manuscript in paperback or hardback form with LifeRich Publishing, and the referred individual must meet all payment obligations to LifeRich Publishing.
- Within thirty (30) days after the end of each calendar month, LifeRich Publishing will forward to you any payment due for referred individuals meeting the conditions listed above, via check along with a statement detailing the basis for such payment.
- LifeRich Publishing will not be held responsible for failure to make referral payments due to technical problems, acts of third parties, or events outside the control of LifeRich Publishing.
- LifeRich Publishing reserves the right to change the amount of the referral fee without notice.
- You acknowledge and agree that ASI is the entity responsible for providing you with payments earned in connection with the affiliate marketing program.

5. ADDITIONAL AFFILIATE OBLIGATIONS

5.1 You will not engage in deceptive software download or computer settings practices to promote LifeRich Publishing.

5.2 You may not engage in fraud. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. **ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION OF AFFILIATE'S PARTICIPATION IN THE PROGRAM AND VOIDED COMMISSIONS.**

5.3 You will abide by all applicable federal, state and local laws, rules and regulations including, without limitation, laws which prohibit a person or company from (a) installing spyware on another person's computer; (b) causing spyware to be installed on another person's computer. You will not employ any type of software download or technology which attempts to intercept or re-direct traffic or referral fees to or from any other website.

5.5 As required by the Federal Trade Commission's (the "FTC") Endorsement Guides (the "Guides"), affiliates are required to disclose their participation in affiliate marketing programs.

6. TERMINATION

LifeRich Publishing may terminate this program at any time, with or without cause, by giving you notice of termination. Notice may be provided by email. You agree to maintain a functioning email address and to keep LifeRich Publishing apprised of any changes to your email address.

You shall immediately cease using the LifeRich Affiliate Marketing Materials upon the termination or expiration of this Agreement.

7. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

7.1 You represent and warrant that (a) you have the authority to enter into and perform your duties and obligations under this Agreement; and (b) the website[s] where you will display LifeRich Affiliate Marketing Materials and your marketing practices do not and will not (i) infringe on any third party's copyright, patent, trademark, trade secret, privacy or any other rights, (ii) violate any applicable laws, rules, or regulations, including, without limitation, the CAN SPAM Act of 2003, (iii) contain defamatory or libelous material, (iv) contain pornographic or obscene material, including, without limitation, its marketing and promotional activities; (v) promote violence; or (vi) contain viruses, trojan horses, worms, time bombs, or other similar harmful or deleterious programming routines; and (c) you will comply with your obligations under this Agreement and industry guidelines as applicable.

7.2 You acknowledge that by participating in the LifeRich Publishing referral program, that ASI and Reader's Digest Inc. do not assume and should not be exposed to the business and operational risks associated with your business, or any aspects of the operation or content of your website(s). Accordingly, you shall defend, indemnify, and hold harmless ASI and Reader's Digest Inc. from and against any suit, proceeding, assertion, damage, cost, liability and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of customers or other third parties claim (including, without limitation, claims by regulators) against ASI and/or Reader's Digest Inc. and their respective suppliers, officers, directors, employees and agents arising from or connected with (i) your website[s], including without limitation any activities or aspects thereof or commerce conducted thereon; (ii) the marketing activities you undertake in connection with the LifeRich Publishing affiliate marketing program; or (iii) the breach or alleged breach of the reps and warranties you make herein.

8. LIMITATION OF LIABILITY AND DISCLAIMERS

Except with respect to liabilities arising under the previous paragraph, in no event shall either party be liable to the other party for indirect, incidental, consequential, special, or exemplary damages, including, without limitation, damages for loss of revenue or lost profits, arising from any provision of this agreement or the LifeRich Publishing affiliate marketing program generally, even if such party had been advised of the possibility of such damages. Except as expressly set forth in this agreement, neither party makes any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. In addition, neither party makes any representation that the operation of its website will be uninterrupted or error free, and such party will not be liable for the consequences of any interruptions or errors.

9. MISCELANEOUS

LifeRich Publishing's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision, or any other provision of this Agreement.

LifeRich Publishing, operated by Author Solutions Inc.

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