

Do-It-Yourself Wedding Flower Guide – Affiliate Program Rules

This agreement is a legal, binding agreement between you, the Affiliate Company, and Angie Zimmerman dba Do-It-Yourself Wedding Flower Guide, the Company. This Affiliate Program is administered through our company pursuant to the policies at our website, www.doityourselfweddingflowerguide.com and in this document.

Commissions will be paid as outlined in this document. For any product sold on our website, a 10% per sale commission will be paid. The Company reserves the right to change the Company's product price and commissions paid without notice. Commissions are based on the percentage of sale in effect at the time of sale and only pertain to the product price, not to include any sales tax or shipping and handling charges.

Affiliate is solely an Independent Contractor when acting as an Affiliate. No partnership, joint venture or other legal entity is created between Affiliate and Company.

Affiliate represents and warrants to Company that Affiliate has read and understands the Company Policies that are set forth on our website and in this document and agrees to the terms set forth therein.

Company reserves the right to amend this document from time to time, as needed, and Affiliate agrees that any and all such amendments will apply to Affiliate. The continuation of Affiliate status, promoting and/or marketing the Company, Company products and services or Affiliates acceptance of income, shall constitute Affiliates acceptance of any and all amendments. Affiliate agrees to review this agreement for any changes or additions, monthly or at the beginning of each affiliate payout cycle, whichever is sooner. The date of the last change or addition to this agreement is posted at the end of this document.

An affiliate must be 18 years of age or older. If you are under 18 years of age, you are not permitted to be an affiliate.

Affiliate agrees to receive email from our Company, including, but not limited to, sales reports, training, promotional resources, newsletters and ezines and other correspondence.

Affiliate agrees to only represent Company, Company products and services as set forth in the official Company website or Company marketing materials. Affiliate will make no claims regarding potential income, earnings, products or services beyond what is stated at the Official Company Website. Affiliate also agrees not to reproduce commission checks or to distribute commission checks in any form or by any means.

Affiliate agrees not to disparage Company, Company products or services or other Company Affiliates in any manner. Affiliate understands that any disparagement may result in the immediate suspension or termination of Affiliate account with a cancellation of any pending commissions.

SPAM PROHIBITED

Company has zero tolerance for any Affiliates associated with spam. The accounts of Affiliates associated with spam are immediately cancelled/terminated as soon as the spam is verified, with a cancellation of any pending commissions.

Company will immediately terminate any Affiliate account it believes, in its sole discretion, is transmitting or is otherwise connected to/with any spam or other unsolicited bulk email. Company will report spam, along with all the spammer's identifying information, to the Federal Trade Commission and other agencies for criminal and civil prosecution.

For the purpose of this agreement, SPAM is defined as emailing ANYONE, in bulk or by single email, about Company or Company products and services, to anyone who has not specifically requested the information directly from you, the Affiliate. Mailings to names or lists that have been purchased, including, but not limited to so called co-reg lists, regardless of the opt in procedures are not permitted. Company considers any type of advertisement about Company, Company products and services, posted to a Newsgroup or Chat room, in violation of their posting rules, to be spam.

Affiliate agrees to comply with all U.S. State and Federal spam laws, including but not limited to the Federal Can-Spam Act.

Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated, then you, as Affiliate, agree to pay Company liquidated damages of \$500.00 for EACH piece of spam or

unsolicited email transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent actual damages can be reasonably calculated.

PAYMENTS

All Affiliate payments will be made in U.S. dollars. If a sale is cancelled or refunded, any paid commissions will be deducted from a subsequent payment. Affiliate commissions will not be paid based upon amounts that are attributed to credit card fraud, credits given to customers, bad debt write off and returned goods. Company reserves the right to deduct, in subsequent months, any commission paid for a product or service that is subsequently returned or refunded or for any reason where the previous monthly commission was overpaid or later subject to reduction.

Affiliate is solely responsible for ensuring that their Affiliate Link is set up properly to have sales tracked and recorded to qualify for commissions. Company is not responsible for the failure to assign any sales commission to the Affiliate if the same results from the improper formatting of any affiliate links.

Company will only pay commissions on sales that are tracked through our tracking system and indicate Affiliate as the source of the visit to Company website. Affiliate has no right to commissions if a buyer later returns to the Company website through another Affiliate link or source and makes a purchase.

Affiliate has no right to commissions based upon subsequent sales, or where "cookies" are used, overwritten or deleted even when customer first arrived at Company website through your Affiliate link. Commissions will only be paid when the buyer makes a purchase on the same visit using your Affiliate link or with your "cookie" indicating you as the Affiliate.

NO INCOME CLAIMS ARE MADE

Company makes no representations or warranties whatsoever, regarding potential income that may result from participation in Company's Affiliate Program and Company specifically disclaims any and all warranties in regards to Affiliate's earning potential.

Affiliate agrees to provide Company with valid contact information upon registration.

Company will make every reasonable effort to accurately track and pay commissions for all sales that belong to or are credited to Affiliate. Company is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily interfere with, disrupt or diminish tracking or service.

Company shall not be held liable for any indirect, incidental or special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even where Company has been advised of the possibility of such damages. Company's total liability arising from this agreement or program shall not exceed the total commissions paid or payable by Company.

Company is responsible for handling all customer inquiries, fulfilling product order, customer billing and collection of monies.

Company pricing of products and services is totally within Company discretion and Company reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products and services are offered at any time, without advance notice to Affiliate.

Our only responsibility to you in this regard is to track customer orders that occur through links from Affiliate and make reports of the commissions due as a result thereof. All such reports shall be un-audited.

CUSTOMER PRIVACY

To protect customer privacy, under Customer Privacy Policy, if deemed necessary Company reserves the right to withhold identifying customer contact information from Affiliate. Company has no obligation to provide Affiliate with any specific information for any customer, regardless of whether said customer arrived at the Company website through an Affiliate link.

Company reserves all rights in or to its trademarks, service marks and copyrights, although they may be used by Affiliate in accordance with this agreement. Affiliate may in no way use/display a company logo, image or trademark which may be distasteful, defame or misrepresent Company in any way.

PROHIBITED WEBSITES

Affiliate agrees not to misrepresent Company products or services. Affiliate also agrees not to advertise Company products or services on websites that promote sexually explicit material, violence, Warez or pirated material, or sites that promote discrimination based on sex, age, race, religion, national origin or physical disabilities or websites that promote illegal activities.

Company reserves the right to terminate your Affiliate status for any reason in our sole and absolute discretion, including but not limited to the reasons set forth herein.

Company makes no warranties expressed or implied for the Affiliate program except as outlined in this agreement. Affiliate program is provided AS-IS.

Company and Affiliate reserve the right to terminate this agreement at any time, without notice. If terminated, outstanding commissions shall be paid in the next cycle, as long as the terms of this agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount of monies due are paid.

Affiliate is solely and fully responsible for any and all costs and expenses Affiliate incurs in the marketing of the Company, Company products and services, and Affiliate agrees to hold Company harmless from the same.

In the event any provision of this agreement is held to be invalid or unenforceable, said provision shall be reformed only to the extent necessary to make it enforceable and the balance of the agreement will remain in full force and effect.

The Company location is on the website and as an Affiliate you agree that this offering is made from the Company location and shall be governed by the laws of the State where company is located, within the United States of America.

This agreement shall be governed by and construed in accordance with the laws of the State the Company is located in, without regard to its conflict of laws rules. Any legal action arising out of this agreement shall be litigated and enforced under the laws of the State where Company is located. In addition, you agree to submit to the jurisdiction of the courts of the State where Company is located, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the location where Company is located.

The Company obligations and Affiliate remedies are solely and exclusively as described and limited to this agreement, and if applicable, on the Company's website affiliate information. Company's obligations and Affiliate remedies are solely and exclusively as described and limited in this agreement, and, if applicable, the Company's website affiliate information. Company liability, whether based on tort, contract, warranty, strict liability, or other legal claim, shall not exceed the price of the individual goods, products, services or commission owed, whose alleged defect or damage is the basis of the claim. In no event, shall Company be liable for any loss of profits, loss of use, or other indirect, incidental or consequential damage to Affiliate.

Company reserves all rights not expressly granted.

Dated October 14, 2008