

AFFILIATE SIGN UP

Please read the terms. By clicking on the link below, You are indicating agreement to our terms and will be automatically sent to our sign up page.

Introduction

This agreement is made by and agreed to between the Stress Education Center, My Affiliate Program (MAP) and You ("You"). MAP is an application service provider that facilitates "Affiliate Programs" via the Internet. An Affiliate Program is where a person, entity, or its agent may earn financial compensation ("PaYouts") for "Transactions" (referred sales) made on the Stress Education Center Web Site. The Advertiser compensates the Publisher, in accordance with this Agreement and the Program PaYout specifications.

1. Relationship. As a Publisher, You agree not to:

- (a) mislead others;
- (b) operate or utilize a Web site or email Link(s) to Web sites that contain or promote, any of these types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or the offer of any illegal good or service, or Link(s) to a Web site(s) that does so; and/or
- (c) engage in spamming, indiscriminate advertising or unsolicited commercial email.

2. Use of Links to the Stress Education Center web site. You may not place Links to the Stress Education Center's Web site or Web site content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources. You must place Links to the Advertiser's Web site or Web site content such that it is unlikely that the Links will mislead the Visitor, and such that it is reasonably likely that the Links will deliver bona fide Transactions by the Visitor to Advertiser from the Link. None of Your promotional activities may infringe an Advertiser's intellectual property rights (including but not limited to trademark rights).

You shall not cause any Transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, hidden frames, redirects or clicking on Links that You place to the Stress Education Center.

To create a fair and level playing field for all our online partners, the affiliate must promote the game at its current and full price. If the Stress Education Center offers a promotion on the Stress Education Center's website that is available on the affiliate landing page, and if the affiliate wants to offer the same offer to its customers, then the affiliate must represent the offer in the exact terms that it is offered on the Stress Education Center's website.

For any promotions or advertising You want to do that will NOT BE ON YOUR OWN WEBSITE OR ON YOUR OWN EMAIL LIST, You must get express written or verbal agreement from Your representative at The Wild Divine Project before placing the ad.

Spamming is strictly prohibited. Federal law, the "CAN-SPAM ACT of 2003" 15 U.S.C. 7701-13, 18 U.S.C. 1037 (the "ACT"), affects how You send email messages under our Affiliate Program. Any affiliate that sends commercial e-mails advertising our products and services must comply with the ACT's requirements.

ALL email ads produced by affiliates to promote dstress.com products MUST adhere to these laws and MUST be sent to Affiliate Manager for approval at: affiliates@dstress.com. Some of these requirements are as follows:

a) UNSOLICITED COMMERCIAL E-MAILS. Any unsolicited commercial e-mail advertising our products and services must include: (1) a conspicuous identification of the message as an advertisement or solicitation; (2) notice that the e-mail recipient may choose not to receive additional e-mails regarding our products and services; the opt-out mechanism must be available for at least 30 days after the transmission of the original e-mail and You or any party working on Your behalf must honor any such opt-out requests within 10 days of the request. You may not sell or otherwise transfer to anyone else the e-mail addresses of those persons choosing not to receive additional e-mails.

b) ALL COMMERCIAL E-MAILS. You are prohibited from sending any solicited or unsolicited commercial e-mails advertising Stress Education Center's products and services that contain: (1) Materially false or misleading header information; (2) header information that fails to accurately identify the computer used to originate the message in an attempt to disguise the origin of the e-mail; (3) header information that is technically inaccurate, but includes an originating e-mail address, domain name or IP address obtained through false or fraudulent means; (4) false or misleading subject headings.

c) PROHIBITED COMMERCIAL ACTIVITIES. You are prohibited from engaging in the following predatory and abusive commercial activities: (1) sending commercial e-mail messages using e-mail addresses obtained through an automated means from an internet website or proprietary online service operated by another person who had agreed not to give, sell or otherwise transfer the recipients' information to another party; (2) sending commercial e-mail addresses obtained through an automated means that generates possible electronic mail addresses by combining names, letters, or numbers into numerous permutations; 3) using a computer without authorization to send e-mail messages that violate the anti-spam law; (4) using a computer to relay or retransmit e-mail messages, with the intent to deceive or mislead recipients, or any internet access service, as to the origin of such messages; (4) using a script or other automated means to register for e-mail accounts or online user accounts from which commercial e-mail advertisements that violate the ACT will be

forwarded.

The information on the ACT provided herein is solely a brief synopsis of some of the major requirements of the Act and is not legal advice. You and Your attorney are responsible for reading and interpreting the ACT and all applicable anti-spam laws and regulations. You shall comply with any and all regulations, statutes and applicable laws related to e-mail and/or electronic communications including, but not limited to, the ACT. The practice of spamming and/or infringement of the Can-Spam Act of 2003 is a violation of our Policies and Procedures and of the terms of this Agreement and we will take action in our sole discretion against affiliates/partners engaging in spamming or non-compliant mailings. These actions may include one or more of the following:

In the event Stress Education Center receives one (1) or more spamming complaint(s), the affiliate's account will be immediately suspended while we investigate the complaint(s), and commissions will not be tracked during that time. All funds due will be withheld pending our investigation into Your account.

In the event Stress Education Center determines, in its sole discretion, that spamming did occur, You will be subject to removal from the Stress Education Center Affiliate Program, termination of Your affiliate account and forfeiture of any pending commissions or CPA paYout compensation.

You also agree to indemnify, defend and hold the Stress Education Center harmless, as well as its agents and affiliated companies or business entities, from any cost, expense, lawsuit, claim, or liability of any nature whatsoever arising out of any breach of Your obligations contained herein.

Anti-Predatory Policy

(a) No affiliate will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the Web users' access, view or usage of, or other aspect of the Web users' experience at, any affiliates webpage (as defined below) in a manner that causes or otherwise results in a different experience from that was otherwise intended by such affiliate;

(b) No Affiliate will block, alter, direct or redirect, or substitute, insert or append itself to, or otherwise intercept or interfere in any manner with, any click-through or other traffic-based transaction that originated from an affiliate webpage (including without limitation any return visit to dstress.com to which such click-through or other traffic reached or intended to reach) with the result of reducing compensation or other payment earned by or owing to an affiliate or increasing any payment obligation of Stress Education Center with respect to any individual transaction.

Affiliate Keyword Bidding Policy.

Affiliates may not bid on any of our Trademarked names, Stress Education Center or dstress.com. This policy also extends to misspellings or variations of our names. For example, affiliates can not bid on the following: Stress Ed Center or distress.com, or any other variations.

Affiliates may use any other keywords on any Pay Per Click Search Engine to promote Stress Education Center's products.

No Auto Cookie Setting Allowed

You agree not to auto-set a cookie on the user's browser in any way. Auto-setting cookies or causing forced clicks by way of popups or popunders that open the merchant's site without a click, framing techniques, redirects, or any other means is not allowed. We reserve the right to expire publishers that are using any type of auto-cookie setting. If You are unclear as to what constitutes auto cookie setting, please contact affiliates@dstress.com for clarification.

You shall not cause any Transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, hidden frames, redirects or clicking on Links that You place to the Advertiser. You shall not establish or cause to be established any promotion that provides any rewards, points or compensation for Transactions, or that allows third parties ("Sub-Publishers") to place an Advertiser's Links on its Web site or in its emails, unless You receive the Advertiser's prior written permission.

4. Tracking Referral Sales. All referred sales MUST occur on the Stress Education Center's Web Site. We will not credit You for any phone sales or sales submitted by paper-based order form. In order for MAP to record the tracking of transactions referred by You, one of the following two situations must occur: 1) A referred visitor must land on the Stress Education Center's Web Site via a link on Your web site or email that contains the affiliate id within the URL. These links, or URLs can ONLY be gotten through the MAP online interface. 2) A referred visitor must enter Your affiliate ID code (assigned when You sign up for this program) into the "Partner Code" field located in the "New Customer Registration" page of the check out process on the Stress Education Center's Web Site.

4.1 Network Service. The Stress Education Center shall provide You with access to links and banners to promote the Stress Education Center on Your website or email lists, tracking and reporting tools, and support services.

5. PaYout Rate. The Stress Education Center shall pay a 15% commission on any of Your referred sales. Note: any time You refer a user to the Stress Education Center's Website via a url received through MAP that includes Your affiliate ID, MAP will track future activity on that user for sixty days, via a cookie. If You are the most recent affiliate to refer the user to our site, and they purchase anything on the Stress Education Center's Web Site in that time frame, You will receive commission on those sales.

5.1 Payment. You will receive a report summarizing the previous month's sales within two weeks of the month's close. The Stress Education Center will send commission checks within 45 days of the month's close. If commissions equal to less than \$20, the Stress Education Center reserves the right to hold all commission until the total commission is equal to \$20 or greater.

5.2 Charge-backs. The Stress Education Center can withhold future commissions with an amount equal to a commission previously paid in circumstances of: product returns; duplicate entry or other clear error; or non-receipt of payment from, or refund of payment to, the Visitor by the Stress Education Center. Charge-backs in accordance with the preceding sentence may be applied up to and including the 60th day after the end of the month in which the PaYout was earned ("Charge-back Period").

6. Proprietary Rights and Licenses. You are granted a revocable, non-transferable, royalty free, international sublicense to display and Link to The Stress Education Center's Web site or Web site content.

7. Privacy and Confidentiality. You or the Stress Education Center may provide the other with information that is confidential and proprietary to that party or a third party, as is clearly and obviously designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this Agreement.

8. Term of the Agreements: The term of this Agreement will begin upon our acceptance of Your Affiliate application and will end when terminated by either party. Either You or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term.

9. Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on this site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

10. Limitation of Liability: We will not 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 we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees

paid or payable to You under to this Agreement.

11. Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

12. Miscellaneous: This Agreement will be governed by the laws of the United States and the State of Washington, without reference to rules governing choice of laws. Publisher and You agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This Agreement will be governed by the laws of the United States and the State of Washington, without reference to rules governing choice of laws. In the event that mediation proves futile, any action relating to this Agreement must be brought in the federal or state courts located in Seattle, Washington, and You irrevocably consent to the jurisdiction of such courts. This contract was entered into in Island County, Washington, and any necessary arbitration or litigation will take place in Island County, WA. 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.