

Skritter.com Affiliate Marketing Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Skritter Associates Program (the "**Program**"). As used in this Agreement, "**we**", "**us**", or "**our**" means Skritter or any of our affiliate companies, as the case may be, and "**you**" means the applicant. "**Skritter**" means skritter.com and any sites owned by the Skritter Corporation. "**Your site**" means any site that you will link to Skritter (and which you will identify in your Program application). Save for our obligation to pay referral fees under Section 4, which may be performed solely by us, we may cause any of our obligations under this Agreement to be fulfilled by any of our Affiliates (defined below), on our behalf.

1. Enrollment in the Program

To begin the enrollment process, you will submit contact us via the onsite contact form. We will evaluate your application in good faith and will notify you of its acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include, but are not limited to, those that:

- promote sexually explicit materials
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- promote illegal activities
- include any trademark of Skritter Corp. or its affiliates, or any variation or misspelling of any trademark of Skritter Corp. or its affiliates, in any domain name -- for example, a domain name such as "skritter.mydomain.com", "skrittor.com", "skritter.net", or "facebook.com/skritterdealsgroup," would be unsuitable
- include any trademark of Skritter Corp. or its affiliates in any username, group name, or other identifier on any social networking website – for example, a username such as "Skritter Chinese," or "Skritter Japan" registered on a social networking site such as Twitter or Facebook would be unsuitable; or
- otherwise violate intellectual property rights.

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement. Participation in the Program is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to participate in the Program. In addition, if you are a resident of North Carolina or Rhode Island you will not be eligible to participate in the Program or otherwise earn referral fees. If, at any time following your enrollment in the Program you become a resident of North Carolina or Rhode Island, you will become ineligible to participate in the Program and you must notify us in writing, which you may do via the Skritter website. In such case, this Agreement will automatically terminate on the date you establish residency in North Carolina or Rhode Island.

2. Links on Your Site

Once you have been notified that your site has been accepted into the Program, we grant you a revocable, non-exclusive, worldwide, royalty-free license for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your site to Skritter, to provide on your site the following type of links to Skritter:

Add Vocabulary Link: You may provide a Skritter button on your site that will permit your site visitors to add vocabulary to Skritter accounts remotely. We will provide you with technical specifications describing how to include such a button on your site.

We will provide you with guidelines and graphical artwork to use in linking to Skritter. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special "tagged" link formats to be used in all links between your site and Skritter. You must ensure that each of the links between your site and Skritter properly utilizes such special link formats. Links to Skritter placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "**Special Links.**" You will earn referral fees only with respect to activity on Skritter occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

You acknowledge that, by participating in the Associates Program and placing any of the above links within your site, we may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the Program constitutes your specific and unconditional consent to and authorization for our access to, receipt, storage, use, and disclosure of any and all such information.

Except for the license granted under this Section 2, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to the Special Links, link formats, technical specifications, guidelines or graphical artwork referenced above, or with respect to the Skritter domain name.

You also acknowledge that we may crawl or otherwise monitor your site for the purpose of ensuring the quality and reliability of Special Links on your site. Therefore, you agree that we may take such actions and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we may use technical means to overcome any methods used on your site to block or interfere with such crawling or monitoring).

You also acknowledge that as a participant in the Program, we may from time to time send you email updates about the Program. By participating in the Program, you consent to our sending you these email updates.

Further, you acknowledge and agree that you will: (a) ensure that any "Privacy Information" link or Skritter trademark (either in logo or text form) that we include in a Special Link is not obscured or altered in any way or made invisible, illegible or indecipherable to visitors of your site; (b) use any data, images, text, or other information obtained by you from us or the Skritter Site in connection with this Agreement ("Content") only in a lawful manner and only in

accordance with the terms of this Agreement; (c) not edit any Content that consists of text, other than to shorten its length; (d) not sell, redistribute, sublicense or transfer any Content; (e) not use any Content in a manner intended to send sales to any site other than Skritter; (f) promptly delete any Content that is no longer displayed on Skritter.com or that we notify you is no longer available for your use and (g) not use any Content, including any name or likeness embodied therein, in a manner (e.g., a closely proximate placement to unrelated third party materials) that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party or cause.

3. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to Skritter. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Special Links from your site to Skritter and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

4. Referral Fees

We will pay you (in accordance with Sections 5 and 6 below) referral fees on certain Product sales to third parties. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link on your site to Skritter and during a single session create an account. The session begins when the customer clicks through a Special Link on your site to Skritter and ends upon the first to occur of the following events: (a) 7 days elapses from the customer's initial click-through, (b) the purchases a subscription, (c) the customer follows a third party link to Skritter that is formatted with an Associate's tag. We will only pay referral fees on eligible purchases after order and payment.

To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your site and Skritter are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your site and Skritter are not properly formatted.

You may not purchase subscriptions during sessions initiated through the links on your site for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives, or associates in any manner. Such purchases may result (in our sole discretion) in the withholding of referral fees and/or the termination of this Agreement. Subscriptions that are eligible to earn referral fees under the rules set forth above are referred to as "**Qualifying Subscriptions**" unless those Subscriptions are purchased by a customer referred to Skritter through paid search advertisements that are prohibited under this Agreement or Special Links that are otherwise generated or displayed in response to a general Internet search query or keyword, in which case those Subscriptions are not Qualifying Subscriptions and are not eligible to earn referral fees. In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of

any discount or other benefit) for using Special Links on your site to access Skritter (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your site to access Skritter); (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of Skritter; (d) make any orders or subscription requests, or engage in other transactions of any kind on Skritter on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (f) other than providing Special Links on your site in accordance with this Agreement, post or serve any advertisements or promotional content promoting Skritter or otherwise around or in conjunction with the display of Skritter (e.g., through any "framing" technique or technology or pop-up or pop-under windows), or assist, authorize, or encourage any third party to take any such action; (g) attempt to circumvent the referral fee schedule or artificially increase your referral fees for the purpose of exceeding any referral fee threshold or by causing any page of Skritter to open in a customer's browser other than as a result of the customer clicking on a Special Link on your site); (h) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; (i) use any Content or Special Link in connection with any handheld, mobile, or mobile phone application without our prior written approval; or (j) seek to purchase or register any keywords, search terms or other identifiers that include the word "skritter" or any other trademark of the Skritter Corporation or its affiliates, or variations or misspellings thereof (for example "skrittor, "skkriter," "scriter," etc.) ("**Proprietary Terms**") for use in any search engine, portal, sponsored advertising service or other search or referral service. From time to time we may request that you cause any applicable Web search provider to exclude Proprietary Terms from keywords used to display your advertising content in association with search results, assuming the provider of such Web search engine offers such exclusion capabilities. In addition, if you bid on or purchase keywords or otherwise participate in keyword auctions on Google, Yahoo, Microsoft, or any of the sites that participate in their respective search networks (e.g., AOL, Ask.com, etc.), the paid search advertisements you purchase may not send users directly to Skritter or indirectly to Skritter via automatic redirection from a site other than Skritter (i.e., without a click or other affirmative act by the user on that intermediate site). However, nothing in this Agreement prohibits you from purchasing paid search advertisements to send users to your site and then, when the user affirmatively clicks on a Special Link on your site to Skritter directing that user to Skritter. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to exclude Proprietary Terms from any keyword as mentioned above, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

5. Referral Fee Schedule

During each calendar month, for Qualifying Subscriptions sold during sessions initiated through Special Links on your site, you will earn (subject to the other terms of this Agreement) referral fees in accordance with the "Classic Fee Structure" described under "Option 1" below.

Option 1: Classic Fee Structure.

Subject to the other terms of this Agreement, you will earn 40% of "Qualifying Revenues" (the lifetime value of revenues derived by us from customers as a result of sales of Qualifying Subscriptions sold during sessions initiated through Special Links on your site). You recognize that we have established Lifetime Value of a customer is US \$40 and Qualifying Revenue does not include repeat sales. This means that the Qualifying Revenue from a referred customer is worth US \$16.00.

6. Referral Fee Payment

We will pay you referral fees on a monthly basis for Qualifying Subscriptions shipped in the applicable month. Approximately 60 days following the end of each calendar month, we will pay you via Paypal or wire transfer for the referral fees earned.

7. Policies and Pricing

Customers who buy subscriptions through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and subscription sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Subscription prices and availability may vary from time to time.

8. Identifying Yourself as an Associate

You are encouraged to issue a press release with respect to this Agreement or your participation in the Program. At such time as this occurs, you may request graphics, quotes, or additional information from us by using the contact form on Skritter.com. You may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause).

9. Limited License

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 8 and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. You may not use such image or text in an offline promotion or other offline manner (e.g., in any printed material, mailing or other document). You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

10. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment

- ensuring the display of Special Links on your site does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site)
- creating and posting Subscription descriptions on your site and linking those descriptions to Skritter
- the accuracy and appropriateness of materials posted on your site (including, among other things, all Subscription-related materials and any information you include within or associate with Special Links)
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libelous or otherwise illegal
- ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

11. Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

12. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program 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. Upon the termination of this Agreement for any reason, both parties will immediately cease use of, and remove from our sites, all links to Skritter and Affiliates, and all trademarks, trade dress, and logos, and all other materials provided by either party pursuant hereto or in connection with the Program. You are eligible to earn referral fees only on sales of Qualifying Subscriptions that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by notifying you in writing. Modifications may include, for example, changes in the scope of available referral fees, referral 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 SKRITTER WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

14. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

15. 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 this Agreement.

16. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of Skritter will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

17. 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.

18. Disputes

Any dispute relating in any way to the Program or this Agreement in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 will be adjudicated in any state or federal court in Lorain County, Ohio, and you hereby consent to exclusive jurisdiction and venue in those courts. The laws of the State of Ohio, without regard to principles of conflicts

of laws, will govern this Agreement and any dispute of any sort that might arise between you and us. Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

19. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Ohio, without reference to rules governing choice of laws. 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.