

## **1M4JC.COM Christian Non-Profit AFFILIATE PROGRAM AFFILIATE AGREEMENT**

The following is an Agreement between you (the “Affiliate”) and En Theos, Inc DBA 1M4JC, (“1M4JC.Com”) which governs the terms and conditions of your participation in the 1M4JC.com Affiliate Program. 1M4JC.com owns, operates, and maintains a website with a URL at [www.1M4JC.com](http://www.1M4JC.com) (the “1M4JC.com website”).

### **1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Your participation in the 1M4JC.com Affiliate Program is conditioned on your prior acceptance of the terms and conditions of this Agreement. By clicking on the I AGREE button provided below this Agreement you are agreeing to become a party to this Agreement as an Affiliate and to be bound by the terms and conditions of this Agreement. You agree to use the 1M4JC.com website and to participate in the 1M4JC.com Affiliate Program solely in accordance and compliance with the terms of this Agreement.

The Affiliate shall complete the 1M4JC.com Affiliate Program application accompanying this Agreement on the 1M4JC.com website. The Affiliate warrants and represents that all information contained in its application is true, accurate and complete. 1M4JC.com reserves the right to accept or reject the Affiliate for participation in the 1M4JC.com Affiliate Program in its sole discretion.

### **2. MODIFICATIONS OF THIS AGREEMENT.**

1M4JC.com reserves the right, in its sole discretion, to modify and amend this Agreement in any manner at any time by posting a change notice or new agreement on 1M4JC.com. or by emailing the Affiliate with a change notice or new agreement at the email address provided by the Affiliate as part of the application process (the “Affiliate’s email address”). Your continued participation in the 1M4JC.com Affiliate Program constitutes your prior acceptance of the terms of such change notice or new agreement.

### **3. ADDITIONAL TERMS.**

Certain features, functions, and sections of the 1M4JC.com website and the purchase of products and services may be subject to additional posted terms and conditions governing the use of such features, functions and sections and the purchase of such products and services. Such additional posted terms and conditions are expressly incorporated into and made a part of this Agreement. In addition, 1M4JC.com may establish guidelines, policies, and codes of conduct governing participation in the 1M4JC.com Affiliate Program and use of the 1M4JC.com website and all

such posted guidelines, policies, and codes of conduct are expressly incorporated into and made a part of this Agreement.

This Agreement incorporates the terms and conditions of the 1M4JC.com Terms of Use Agreement which is available at [1M4JC.com/affiliate/non\\_profit\\_affiliate\\_agreement.pdf](http://1M4JC.com/affiliate/non_profit_affiliate_agreement.pdf). You understand and acknowledge that your participation in the 1M4JC.com Affiliate Program and your use of the 1M4JC.com website is subject to the terms and conditions of the 1M4JC.com Terms of Use Agreement.

#### **4. LINKS.**

As soon as is practical after 1M4JC.com receives and processes the Affiliate's application, 1M4JC.com shall send an email to the Affiliate indicating the applicant's participation status (accepted/denied) in the 1M4JC.com Affiliate Program. At that time, 1M4JC.com shall provide the Affiliate with an affiliate ID code, user name, password, and instructions on how to create hyperlinks ("the links") between the Affiliate website and the 1M4JC.com website that will allow the Affiliate to access and download certain text and graphics onto the Affiliate website and the 1M4JC.com website. All such instructions, text, graphics and other material provided to the Affiliate by 1M4JC.com are hereinafter referred to as "1M4JC.com Content".

The establishment, placement, and maintenance of the Links and the 1M4JC.com Content on the Affiliate website are the sole responsibility of the Affiliate provided, however, that 1M4JC.com reserves the right to direct the Affiliate to remove or revise a Link or any 1M4JC.com Content and the Affiliate will so remove or revise such Link or 1M4JC.com Content upon notice from 1M4JC.com.

The Affiliate shall only use on the Affiliate website such hyperlinks and 1M4JC.com Content as provided to the Affiliate by 1M4JC.com in connection with participation in the 1M4JC.com Affiliate Program. 1M4JC.com reserves the right to revise or substitute the Links and any 1M4JC.com content and the Affiliate agrees to use such revised or substituted Links and 1M4JC.com content upon receipt from 1M4JC.com.

The Affiliate understands and acknowledges that for a hyperlink to qualify for participation in the 1M4JC.com Affiliate Program, the link must be created through use of the Link Builder found within the 1M4JC.com Affiliate area which is available through a secure login at [www.1M4JC.com](http://www.1M4JC.com) and in accordance with the instructions provided by 1M4JC.com.

#### **5. INTELLECTUAL PROPERTY RIGHTS.**

All right, title and interest in the Links and the 1M4JC.com Content are and remain in and with 1M4JC.com. No license or permission is given to the Affiliate to use the Links and 1M4JC.com Content except to the extent specifically provided herein.

All trademarks, registered trademarks, trade names, product names, corporate names, graphics and logos used on the 1M4JC.com website are owned by 1M4JC.com, its affiliated companies, its suppliers, or its licensors. All rights in and to such trademarks, registered trademarks, trade

names, product names, corporate names, graphics and logos are reserved to their respective owners. No license or permission is given to the Affiliate to use such trademarks, registered trademarks, trade names, product names, corporate names, graphics or logos in any manner except to the extent specifically provided to the contrary herein.

The copyright in the 1M4JC.com website, the content of the 1M4JC.com website, and software utilized in the 1M4JC.com website are owned by 1M4JC.com and its suppliers and licensors. All rights in and to such copyrights are reserved to their respective owners. No license or permission is given to the Affiliate to use such copyrighted material in any manner.

The Affiliate shall not remove, modify, or alter in any manner any notice regarding copyright, trademark, proprietary rights, warranty information, disclaimers, or warnings which are included in or on the 1M4JC.com Content, the 1M4JC.com website or any service or product offered for use or sale through the 1M4JC.com website.

The Affiliate shall not decompile, reverse engineer, disassemble or otherwise reduce the Links or any 1M4JC.com Content to a human perceivable form or permit any other party to do so.

THE USE OF THE LINKS, THE 1M4JC.COM CONTENT, THE 1M4JC.COM WEBSITE, THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM WEBSITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEBSITE, EXCEPT AS EXPRESSLY PERMITTED, IS STRICTLY PROHIBITED AND SHALL CONSTITUTE AN INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS OF 1M4JC.COM, ITS AFFILIATED COMPANIES, ITS LICENSORS OR SUPPLIERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

## **6. LIMITED LICENSE.**

During the term of this Agreement, 1M4JC.com hereby grants, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, limited license to reproduce and display the Links and 1M4JC.com Content on the Affiliate website solely in connection with the Affiliate's participation in the 1M4JC.com Affiliate Program. All such use by the Affiliate of the Links shall be subject to the approval of 1M4JC.com and the Affiliate shall revise such use or cease such use upon notice from 1M4JC.com. Any and all goodwill associated with the use of the Links and 1M4JC.com Content shall inure exclusively to the benefit of 1M4JC.com.

## **7. RESPONSIBILITY FOR AFFILIATE WEBSITE AND PROPER USAGE.**

The Affiliate is solely responsible for the ownership, development, operation, and maintenance of the Affiliate website and all software and hardware used in connection therewith.

The Affiliate shall not operate the Affiliate website nor use the 1M4JC.com website (a) in any unlawful manner or in any manner that creates civil or criminal liability on the part of 1M4JC.com or is otherwise harmful to 1M4JC.com; (b) in any manner that could damage,

disable, overburden, impair, impede, disrupt, or alter the 1M4JC.com website; and (c) in any manner that would interfere, impair, impede, or disrupt the use of the 1M4JC.com website by any third party.

The Affiliate shall not post on or transmit through the Affiliate website or the 1M4JC.com website any material that is unlawful; libelous; constitutes an invasion of privacy; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene; sexually explicit; profane; hateful; racially, ethnically, or otherwise objectionable in any manner; constitutes a breach of contractual and/or fiduciary obligations; infringes on any third party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights; or, contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning of any software, hardware, or other equipment.

The Affiliate shall comply with all laws, statutes, ordinances, rules, regulations, and orders applicable to the Affiliate and the operation of the Affiliate's business including, without limitation, those governing the use of electronic mail or other communications.

The Affiliate shall not develop, maintain or operate the Affiliate website in any manner as to copy or resemble the appearance of the 1M4JC.com website or as to create the impression that the Affiliate website is part of the 1M4JC.com website or that the Affiliate website is owned, operated or maintained by 1M4JC.com. The uniform resource locators (URLs), domain names, and other identifiers of the Affiliate website including, without limitation, website names, website descriptions, and meta information, shall not contain, in whole or in part, any trademarks, trade names, product names, company names, corporate names, or logos which are owned by 1M4JC.com or its affiliated companies or which are derivatives thereof or confusingly similar thereto without the expression written permission of 1M4JC.com. The Affiliate shall not contract or otherwise arrange with any third party to use or otherwise exploit the trademarks, trade names, product names, company names, corporate names, or logos which are owned by 1M4JC.com or its affiliated companies or which are derivatives thereof or confusingly similar thereto for purposes of causing the Affiliate website to appear as a search result of any search engine or for any other reason.

The Affiliate shall not "spider" or "crawl" the 1M4JC.com website or use any other program, device, script or tool to monitor or explore the 1M4JC.com website in order to retrieve information or content contained on the 1M4JC.com website. 1M4JC.com shall have the right to "spider" or "crawl" the Affiliate website or use any other program, device, script or tool to monitor or explore the Affiliate website in order to ensure the quality and reliability of the Links and the Affiliate's compliance with the terms of this Agreement. The Affiliate shall take no action to block, impede, or interfere with such monitoring and exploring of the Affiliate website by 1M4JC.com.

1M4JC.com disclaims and shall have and assume no liability whatsoever arising from the ownership, development, operation, maintenance, and use of the Affiliate website. The Affiliate agrees to, and hereby does, indemnify and hold 1M4JC.com harmless from and against any and all liabilities, damages, losses, costs, and expenses, including, without limitation, attorney's fees, to any third party arising directly or indirectly from the ownership, development, operation, maintenance, and use of the Affiliate website.

## 8. ORDER PROCESSING

1M4JC.com shall have the sole right and responsibility for processing and fulfilling product orders placed by Customers through the use of the Links as hereinafter provided. 1M4JC.com's responsibilities shall include order entry, payment processing, packing, shipping, cancellations, returns, and customer service. All such product orders and sales are at the price and subject to such terms and conditions as 1M4JC.com shall determine in its sole discretion. 1M4JC.com reserves the right to refuse an order for any reason and shall have no liability to the Affiliate for any order so refused.

The parties acknowledge and agree that all users who visit the 1M4JC.com website, including, without limitation, all Customers who place product orders through the use of the Links, are customers of 1M4JC.com and are subject to the guidelines, policies, procedures, codes of conduct, and other terms and conditions imposed by 1M4JC.com.

## 9. CONSIDERATION

In consideration of the Affiliate establishing, placing, and maintaining the Links on the Affiliate website, and of all other obligations and agreements of the Affiliate hereunder, 1M4JC.com shall pay to the Affiliate during the term hereof a fee based on the Net Sales Price for all products and services purchased by a Customer through the use of the Links in accordance with the following schedule:

	Affiliate Fee	Designated Donation	Total Payment
All Sales	10%	10%	20%

In order to qualify for the fee provided herein above, the Customer must have connected directly to the 1M4JC.com website through the use of the Links created by an active affiliate account in the Link Builder and placed items in their shopping cart during the timed browsing session commencing with the Customer's connection to the 1M4JC.com website and terminating upon the expiration of the timed browsing session. The Affiliate code will be active for thirty (30) days after the last link was clicked on the 1M4JC.com website. If a customer leaves the 1M4JC.com website and returns within this thirty (30) day period their order will still be associated with the selected affiliate. All items placed into the Customer's shopping cart during an active affiliate browsing session will be credited to Affiliate if such items are purchased before the expiration of sixty (60) days from the date an item was placed in the shopping cart. If the Customer leaves the 1M4JC.com website and returns to the 1M4JC.com website during the active affiliate browsing session through the link of another 1M4JC.com Affiliate, Partner, or other referral source tracked by 1M4JC.com, the original active affiliate browsing session will end for Affiliate and no further sales will be credited to Affiliate for this Customer.

The term "Net Sales Price" as used herein shall mean the gross revenue received by 1M4JC.com from Customers for products and services purchased from 1M4JC.com through the use of the Links as herein provided less sales taxes, duties, other taxes, shipping fees, handling fees, service charges, returns, and other charges incurred by the Customer.

1M4JC.com will make payment to the Affiliate of all fees due, less any taxes required to be withheld under applicable law, within fourteen (14) days of the end of each calendar month. In the event that the fees due are less than Twenty-five (\$25.00) Dollars, no payment shall be made

that month and the balance of the fee due will be carried to the next calendar month. 1M4JC.com may deduct and set-off from any fee due to the Affiliate any over-payment previously made by 1M4JC.com to the Affiliate and any other amounts due from the Affiliate to 1M4JC.com under this Agreement or otherwise.

All checks issued by 1M4JC.com to the Affiliate in payment of the fees due to the Affiliate hereunder shall be void if not cashed within sixty (60) days of the date of issue. All such checks shall be mailed by 1M4JC.com to the Affiliate at the address provided by the Affiliate on the Affiliate Application. The Affiliate is solely responsible for keeping its address information as is on file with 1M4JC.com current and accurate. In the event that a check issued by 1M4JC.com to the Affiliate is returned to 1M4JC.com or otherwise not received by the Affiliate due to inaccurate or non-current address information provided by the Affiliate to 1M4JC.com or if the Affiliate fails to cash a check prior to such check becoming void, 1M4JC.com shall have no obligation to provide a replacement check to the Affiliate or to otherwise pay to the Affiliate the fees represented by such check and the Affiliate shall be deemed to have waived its rights to receive such fees. In the event the Affiliate requests that 1M4JC.com provide a replacement check to the Affiliate for a check that was returned to 1M4JC.com or otherwise not received by the Affiliate due to inaccurate or non-current address information or for a check which has become void, 1M4JC.com shall determine in its sole discretion whether to so provide a replacement check provided that 1M4JC.com shall be under no obligation to do so.

1M4JC.com will post information regarding sales generated as a result of product orders placed through the use of the Links in a password protected area of the 1M4JC.com Affiliate area which is available at [www.1M4JC.com/affiliates/](http://www.1M4JC.com/affiliates/)

#### **10. AFFILIATE'S WARRANTIES AND REPRESENTATIONS.**

The Affiliate hereby warrants and represents as follows: (a) this Agreement has been duly and validly executed and delivered by or on behalf of the Affiliate and constitutes a legal, valid, and binding obligation of the Affiliate in accordance with the terms and conditions hereof; (b) that, if the Affiliate is a natural person, the Affiliate is at least eighteen (18) years of age; (c) that the Affiliate has the full power and authority to enter into this Agreement; and (d) that the Affiliate's execution of, delivery of, and performance under this Agreement do not constitute a violation of law or a breach of the Affiliate's contractual and/or fiduciary obligations or a infringement on any third party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights.

#### **11. DISCLAIMER OF WARRANTY; DISCLAIMER OF CONSEQUENTIAL DAMAGES; INDEMNIFICATION; AND LIMITATIONS ON 1M4JC.COM'S LIABILITY.**

THE 1M4JC.COM AFFILIATE PROGRAM, THE 1M4JC.COM WEBSITE, THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM WEBSITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEBSITE ARE PROVIDED ON AN "AS IS" BASIS AND 1M4JC.COM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE 1M4JC.COM AFFILIATE PROGRAM, THE 1M4JC.COM WEBSITE, THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM

WEBSITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEBSITE.

1M4JC.COM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON 1M4JC.COM'S PART RELATING TO THE 1M4JC.COM AFFILIATE PROGRAM, THE 1M4JC.COM WEBSITE, THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM WEBSITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEB SITE, AND 1M4JC.COM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR 1M4JC.COM ANY OTHER LIABILITIES OR OBLIGATIONS.

1M4JC.COM MAKES NO WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE TRUTH, ACCURACY, COMPLETENESS, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTAINED ON THE 1M4JC.COM WEBSITE, IN THE CONTENT OF THE 1M4JC.COM WEBSITE, OR IN OR ON ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEB SITE.

1M4JC.COM MAKES NO WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE OPERATION OF THE 1M4JC.COM WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE 1M4JC.COM WEB SITE IS FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER CODE, SCRIPTS, ROUTINES, FILES OR PROGRAMS DESIGNED TO ALTER, INTERRUPT, IMPEDE, LIMIT OR DESTROY THE PERFORMANCE AND/OR FUNCTIONING OF ANY SOFTWARE, HARDWARE, OR OTHER EQUIPMENT.

1M4JC.COM SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR DAMAGE TO ANCILLARY OR ATTACHED EQUIPMENT OR COMPONENTS THEREOF OR FOR LOSS OR NON-RECOVERABILITY OF ANY DATA OR STORED INFORMATION.

1M4JC.COM SHALL HAVE NO LIABILITY TO ANY THIRD PARTY ARISING FROM THE USE OF THE 1M4JC.COM WEB SITE, THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM WEB SITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEB SITE.

THE AGGREGATE LIABILITY OF 1M4JC.COM WHATSOEVER ARISING UNDER THE TERMS OF THIS AGREEMENT OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT OR PARTICIPATION IN THE 1M4JC.COM AFFILIATE PROGRAM SHALL NOT EXCEED THE AGGREGATE TOTAL OF FEES PAID UNDER THIS AGREEMENT BY 1M4JC.COM TO THE AFFILIATE DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

SOME STATES DO NOT ALLOW FOR EXCLUSION OF AND/OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY

NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THE AFFILIATE AGREES TO, AND HEREBY DOES, INDEMNIFY AND HOLD 1M4JC.COM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, TO ANY THIRD PARTY ARISING DIRECTLY OR INDIRECTLY FROM THE AFFILIATE'S USE OF THE 1M4JC.COM WEBSITE, THE CONTENT OF THE CONTENT OF THE 1M4JC.COM WEBSITE, THE SOFTWARE UTILIZED BY THE 1M4JC.COM WEBSITE, AND ANY SERVICE OR PRODUCT OFFERED FOR SALE THROUGH THE 1M4JC.COM WEBSITE.

THE AFFILIATE AGREES TO, AND HEREBY DOES, INDEMNIFY AND HOLD 1M4JC.COM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING FROM THE AFFILIATE'S BREACH OF OR DEFAULT UNDER THE WITHIN AGREEMENT.

## **12. TERM AND TERMINATION.**

The term of this Agreement shall commence upon the acceptance by 1M4JC.com of the Affiliate's 1M4JC.com Affiliate Program application and shall continue until terminated by either party in accordance with the terms of this Agreement.

Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other party as hereinafter provided.

At the beginning of each year, 1M4JC.com may review the entire 1M4JC.com affiliate database and may terminate any Affiliate account from the 1M4JC.com Affiliate Program that is more than twelve (12) months old and has earned less than one hundred (\$100.00) Dollars in affiliate fees during the preceding twelve (12) month period. Such termination shall also operate as a termination of the within Agreement and shall be effective upon written notice from 1M4JC.com to the Affiliate.

Upon termination of this Agreement, the Affiliate shall immediately remove all Links and other 1M4JC.com Content from the Affiliate website and shall return all Links and other 1M4JC.com Content to 1M4JC.com.

Upon termination, the Affiliate shall be entitled to all fees hereunder accruing as of the date of termination provided that the related product orders are not cancelled or the product returned. 1M4JC.com may withhold final payment upon termination for a reasonable period of time, not to exceed six (6) months to ensure that the correct amount is paid.

## **13. ELECTRONIC COMMUNICATIONS.**

The Affiliate consents to receive electronic communications from 1M4JC.com either in the form of email sent to the Affiliate's email address, the monthly Affiliate Newsletter or by communications posted on the 1M4JC.com website. The Affiliate acknowledges and agrees that any electronic communication in the form of such email or posting on the 1M4JC.com website shall satisfy any legal requirement that such communication be in writing.

#### **14. NOTICES.**

All notices to the Affiliate will be sent by email to the Affiliate's email address or by first class mail, postage prepaid, to the Affiliate at the mailing address listed by the Affiliate as part of the application process. All notices to 1M4JC.com shall be sent by email to

[affiliates@1M4JC.com](mailto:affiliates@1M4JC.com) or by first class mail, postage prepaid, to:

1M4JC.com, LLC  
Attn: Affiliate Manager  
P.O. Box 978  
Marion, IA 52302

#### **15. APPLICABLE LAW, JURISDICTION AND VENUE.**

The 1M4JC.com website is created, controlled, owned and operated by 1M4JC.com in the State of Iowa. The laws of the State of Iowa shall govern and control this Agreement, the performance of each party under this Agreement, participation in the 1M4JC.com Affiliate Program, the use of the 1M4JC.com website, and the purchase of services and products through the use of the 1M4JC.com website. The Affiliate and 1M4JC.com each hereby consent to the exclusive personal jurisdiction and subject matter jurisdiction of any of the courts in the State of Iowa, whether federal or state, for any purpose or matter pertaining directly or indirectly to this Agreement, any purpose or matter arising from or in connection with participation in the 1M4JC.com Affiliate Program, any purpose or matter pertaining to the performance of this Agreement, any purpose or manner arising from or in connection with the use of the 1M4JC.com website, and any purpose or manner arising from or in connection with the purchase of services and products through the use of the 1M4JC.com website. The Affiliate and 1M4JC.com each agree that any action or proceeding commenced for any purpose or matter pertaining directly or indirectly to this Agreement, any purpose or matter arising from or in connection with participation in the 1M4JC.com Affiliate Program, any purpose or matter pertaining to the performance of this Agreement, any purpose or manner arising from or in connection with the use of the 1M4JC.com website, and any purpose or manner arising from or in connection with the purchase of services and products through the use of the 1M4JC.com website shall be commenced and maintained only in a court in the State of Iowa.

#### **16. RELATIONSHIP OF THE PARTIES.**

The parties acknowledge and agree that there is no joint venture, partnership, employee, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement, the performance of the parties under this Agreement, or the Affiliate's participation in the 1M4JC.com Affiliate Program. Neither party shall have any right, by virtue of this Agreement or the Affiliate's participation in the 1M4JC.com Affiliate Program to make any contract, agreement, undertaking, warranty, or representation on behalf of the other party.

#### **17. PUBLICITY.**

The Affiliate may not issue any press release regarding the relationship of the Affiliate and 1M4JC.com or the terms of this Agreement nor, except for the use of the Links and other 1M4JC.com Content on the Affiliate website specifically authorized under this Agreement, otherwise publicize or disclose to any third party the relationship of the Affiliate and 1M4JC.com or the terms of this Agreement without the express written or email consent of 1M4JC.com.

#### **18. CUSTOMER INFORMATION.**

The Affiliate acknowledges that as the result of the Affiliate's participation in the 1M4JC.com Affiliate Program and the creation and maintenance of the Links, 1M4JC.com may receive information about users of the Affiliate website and the Affiliate agrees that 1M4JC.com is authorized to access, receive, store, use and disclose such information. The Affiliate further acknowledges and agrees that 1M4JC.com is authorized to access, receive, store, use and disclose all information regarding Customers who connect to the 1M4JC.com website or who place product orders through the use of the Links.

#### **19. BINDING EFFECT AND ASSIGNMENT.**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns. This Agreement may not be assigned by the Affiliate without the express written consent of 1M4JC.com, which consent 1M4JC.com may withhold in its sole and absolute discretion. This Agreement is freely assignable, in whole or in part, by 1M4JC.com.

#### **20. MISCELLANEOUS.**

All terms, covenants, and conditions contained herein are severable and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid term, covenant, or condition were not contained herein.

Headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

Any failure by 1M4JC.com to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of 1M4JC.com to enforce the provision at any subsequent time.

The remedies reserved in this Agreement shall be cumulative and in addition to any other remedies provided in law or equity.

If any provision of this Agreement or of any order is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

In the event of termination of this Agreement, regardless of the manner or cause for termination, all provisions of this Agreement which by their nature survive such termination shall survive such termination. The termination of this Agreement shall not relieve or operate as a waiver of any prior breach of or default under the terms hereof.