

CellForCash.com Affiliate Agreement

Definitions

"You" shall mean you in the individual, business or other legal capacity in which you operate your website, subject to the terms and conditions of this Agreement. "Us" and "we" shall mean CellForCash.com. "Agreement" shall refer to this affiliate agreement.

Enrollment

You will need to review the terms of the Agreement and indicate your acceptance of these terms by completing an Affiliate Program application. After a careful review of your application, we will notify you of your acceptance or rejection from the Program. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program for any reason, including, but not limited to harmful, threatening, defamatory, obscene, sexually explicit harassing, or racially, ethically or otherwise objectionable material.

Promotion

As an affiliate, we make a variety of graphic and textual links (each of these links referred to herein as "Link(s)") available to you, which, subject to the terms and conditions hereof, you may display on relevant areas of your site.

These Links are available through our website. The Links will serve to identify your site as a member of our Program and will establish a Link from your site to ours.

CellForCash.com's Responsibilities

We will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our site; however, all Links must be approved in writing by us.

We will be solely responsible for processing transaction placed on our site by a customer following a Link from your site, tracking the volume and amount of transactions generated by your site, and providing information to affiliate sites regarding transaction statistics.

We reserve the right to reject orders. We will be responsible for payment processing, shipping, cancellations, and customer service related to our site.

Affiliate Responsibilities and Opportunities

Linking to CellForCash.com as an approved Affiliate is evidence of your acceptance of the terms and conditions of this Agreement. In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links. In order to permit accurate tracking and reporting, you will be responsible for ensuring that the Links between our site and yours are properly formatted.

You agree that the Links will in no way affect or alter the look, feel, or functionality of our site. You shall not alter, modify, or expand the Links in any way without our express prior written consent. If you place or use links to the CellForCash.com site in a manner not specifically authorized by this Agreement, CellForCash.com shall have the right, at its sole discretion, to terminate this Agreement immediately.

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; the accuracy and propriety of materials posted on your site (including but not limited to, all product-related materials); ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal.

We disclaim all liability for all such matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses including, but not limited to attorneys' fees, relating to the development, operation, maintenance, and contents of your site.

You hereby agree that your site will not, in any way, copy or resemble the look and feel of our site nor will you do anything to create the impression that your site is our site or a part of our site. You also hereby agree that your site will not contain any content of our site or any materials which are proprietary to CellForCash.com, except for those materials for which you have received our prior written permission or those authorized materials obtained by you via www.cellforcash.com and utilized in accordance with the provisions set forth therein.

Commission Payment

For each referral you send via hyperlink that registers and completes a legitimate transaction on CellForCash.com we shall pay you 20% of the value for each qualifying phone. A completed transaction is one that CellForCash.com has paid the original agreed upon price and value. Commissions from the previous month will be paid by the 10th of the following month.

Transactions that are fraudulent for any reason are not commissionable. Transactions that are not received are not commissionable. Commission will be paid after phones are received and verified by Cellforcash.com or its assignees and will be paid only on transactions that are complete.

Several transactions from a single user over a 24 hour period of time will be treated as one transaction. In this event the referring user would only qualify for one referral commission. CellForCash.com may disqualify any referral commission, at its sole discretion, if attempts have been made to circumvent or manipulate the intended operation of this program.

CellForCash.com may, from time to time and at its sole discretion, provide some or all of its affiliates with special promotions, sweepstakes or contests (the "Promotions") to offer to their members/visitors. CellForCash.com will provide eligible affiliates with adequate notice so that they may make any and all appropriate changes to their websites. CellForCash.com may also run periodic Promotions of its own.

It will be considered a breach of this Agreement to utilize any promotion, promotion code or other promotional opportunity that is not specifically authorized by CellForCash.com for the Affiliate Program. CellForCash.com reserves the right to withhold or disallow payment for violations.

Policies and Pricing

We may change our policies and operating procedures, including pricing, at any time. We solely will determine the prices to be charged for CellForCash.com products sold under the Program in accordance with our own pricing policies. You may not include price information on your site unless pricing information is made available on links we provide. CellForCash.com prices will vary from time to time. We will use commercially reasonable efforts to present accurate information.

Publicity/Representations

You cannot create, publish, distribute, or permit any material that makes reference to us or uses our name or any of our trademarks without first submitting such material to us and receiving our prior written consent.

We grant you a non-exclusive, non-transferable, revocable right to access our site through the Links solely in accordance with the terms of this Agreement and to use our marks and logos only in the forms that we approve.

You may not alter, modify, or change the Links in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the CellForCash.com Affiliate Program. We may revoke your license at any time by giving you written notice. Furthermore, upon termination or expiration of this Agreement, you shall immediately cease using and remove all CellForCash.com references from your site and any other materials.

Term of the Agreement

The term of this Agreement will begin upon acceptance of your application for CellForCash.com's Affiliate Program and will end when terminated by either party. Either party may terminate this Agreement at any time, for any reason, provided that they give written notice of such termination to the other party, which termination shall be effective within 24 hours upon receipt of such written notice. However, all rights to payment, causes of action and any provisions, which by their terms are intended to survive termination, shall survive termination of this Agreement.

Modification

We may modify any terms and conditions of this Agreement at any time. Changes will be posted on our site. Modifications may include, but are not limited to, changes of the scope of available commissions, commission schedules, payment procedures, and affiliate network rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following our posting of a change notice or new agreement on our site will constitute your binding acceptance of the change.

Relationship of Parties You and CellForCash.com 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.

Disclaimers

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

Representations and Warranties

You hereby represent and warrant to us as follows:

You will use the Links only as authorized hereunder.

This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms. The execution, delivery, and your performance of this Agreement, and your consummation of the transactions contemplated hereby will not, with or without notice, lapse of time, or both, conflict or violate 1) any provision of law, rule, or regulation to which you are subject, 2) any provision of your by-laws or certificate of incorporation, or 3) any Agreement or other instrument applicable to you or binding upon your assets or properties.

You have the right and power to grant us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not 1) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or 2) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.

No consent, approval, or authorization of, exemption by, or filing with any governmental authority or third party is required in connection with the execution, delivery, and performance of this Agreement or any other action taken by you.

Confidentiality

Some affiliates have access to confidential Data Feeds directly from CellForCash.com. All data feed subscribers acknowledge that these data include information that, if disclosed, could damage CellForCash.com's business and ability to operate in a given territory or business channel. All data feed subscribers will execute a Data Feed Subscription Agreement before any access to the CellForCash.com data feed will be granted.

Except with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, product designs, customer and vendor lists; and pricing and sales information, concerning us, you, or any of our affiliates shall remain strictly confidential and secret and shall not be utilized, directly or indirectly by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates.

Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE NETWORK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE NETWORK WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

Cross-Indemnification

Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

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 websites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the affiliate network and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

Provisions

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Jurisdiction

This Agreement shall be construed under the laws of the State of Florida, without regard to conflict of laws statutes. Venue for any litigation arising from this Agreement shall be in a court of competent jurisdiction in Marion County, Florida.