
Look It's About Me Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate with the Lookitsaboutme.com Affiliate Marketing Program, and the establishment of links from your Website to Lookitsaboutme.com.

As used in this Agreement, "we," "us" or "Lookitsaboutme.com" means Look It's About Me Inc., and "you," "your" or "Affiliate," means the affiliate. "Website" individually and collectively means your website and/or blog and/or e-mail communications and/or software applications. "Affiliate Marketing Program" means the program managed by or on behalf of Lookitsaboutme.com by which participating entities place links on their Website that connect to the Lookitsaboutme.com website and for which a referral fee is earned.

Term and Termination

The term of this Agreement (the "Term") will begin upon our acceptance of your site in the Lookitsaboutme.com Affiliate Marketing Program and your acceptance of this Agreement and will end when terminated as described herein. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other at least five (5) days written notice of termination. You are only eligible to earn commissions on sales occurring during the Term, and commissions earned through the date of termination will remain payable only if the product orders are not canceled. Lookitsaboutme.com may withhold final payment for a reasonable time to ensure against cancellations.

Promotion

Lookitsaboutme.com will make available to you, or you will create, subject to our approval, a variety of graphic and textual links (the "Links" collectively, or "Link" individually) in order to link to Lookitsaboutme.com. You and we will cooperate in good faith to develop and implement such Links. Each Link will permit recipients to navigate directly to a page on the IndieBound.org website designated by us via a special tagged link format. No Link will be placed on any page or screen that contains content that: advocates discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promotes or engages in illegal activities, violates intellectual property rights of third parties; or contains or promotes deceptive information.

Referral Fees

You will earn Referral Fees equal to 15% of Net Sales received by Lookitsaboutme.com during the Term.

Lookitsaboutme.com will pay you referral fees ("Referral Fees") equal to a percentage of the aggregate Net Proceeds received from the sale of Qualifying Purchases actually made from Lookitsaboutme.com. The term "Qualifying Purchases" will mean all books and other products that are purchased by users during a visit to lookitsaboutme.com immediately following navigation to the designated URL through a hypertext link from you under this Affiliate Marketing Program. Referral Fees will not be payable on sales otherwise made from Lookitsaboutme.com, even if the customer previously made a Qualifying Purchase. The term "Net Sale" will mean the gross proceeds received by Lookitsaboutme.com from the sale of Qualifying Purchases on Lookitsaboutme.com, less discounts and expenses attributable to taxes, shipping and handling.

Cookie Duration

All cookies planted will stay on a visitor's browser for the specified cookie duration of Lookitsaboutme.com which is sixty (60) days. Any time the visitor makes a purchase during this period, the affiliate will be properly credited for the sale.

Cookies and their Role in Tracking Affiliate Banners

A cookie is a technology that works with web browsers to store information like user preferences, login or registration information, and shopping cart contents. Have you ever opted-in to have a website "remember" your password and username for one of your online accounts? That's a cookie. We use cookies to help track your website visitors that clicked on the affiliate banner link you placed.

Our system cannot track visits in the event of:

Any modifications made on the affiliate embed code provided

If the visitor has private browsing turned on or if they have cookies disabled (browsers have this on by default)

Payment Schedule

Referral fees will be payable at the end of the month via Paypal. A Paypal account is required in order to receive payment.

Reports

Payments hereunder will be accompanied by sales reports. You will have access to Affiliate reports in which you will monitor the performance of the Links and the amount to be paid to You. You will be able to compare data within a one year period.

Representations and Warranties; Limitation of Liability

Each of us hereby represents and warrants that:

- it has full power and authority to enter into this Agreement and to perform its obligations hereunder;
- it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement;
- the services to be rendered by each of us under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

Lookitsaboutme.com will remain solely responsible for the operation of the Lookitsaboutme.com website, and you will remain solely responsible for the operation of your site. Each party acknowledges that their respective sites may be subject to temporary downtime due to causes beyond their reasonable control subject to the specific terms of this Agreement, retains sole right and control over the programming, content and conduct of transactions over its respective site or service.

EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (i) THE AMOUNT OF SALES THAT Lookitsaboutme.com MAY GENERATE DURING THE TERM, AND (ii) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

NEITHER Lookitsaboutme.com NOR AFFILIATE WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT. IN Lookitsaboutme.com's ENTIRE LIABILITY ARISING FROM THIS AGREEMENT WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE AMOUNTS PAYABLE TO AFFILIATE HEREUNDER.

Fulfillment and Policy

Lookitsaboutme.com will be solely responsible for fulfilling all orders for its products and payment processing, and customers who buy products through the Affiliate Marketing Program will be deemed customers of Lookitsaboutme.com. Accordingly, all rules, policies, operating procedures and information concerning customer orders and sales will apply to those customers, including our rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.

Intellectual Property Rights

Lookitsaboutme.com hereby grants to you during the Term a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Web Sites and to use Lookitsaboutme.com's trade names, logos, trademarks and service marks (the "Lookitsaboutme.com Marks") on your site solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform your obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Lookitsaboutme.com Marks will be subject to Lookitsaboutme.com's prior written approval.

You hereby grant to Lookitsaboutme.com during the Term, a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Websites and to use your trade names, logos, trademarks and service marks (the "Affiliate Marks") solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform our obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Affiliate Marks will be subject to your prior written approval.

Except as set forth above, you and we each reserve all right, title and interest in respective intellectual property rights (e.g., patents, copyrights, trade secrets, trademarks and other intellectual property rights). Use of the other's marks except as set forth herein is strictly prohibited.

Indemnification

We agree to indemnify, defend and hold harmless you and your affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of our site, a breach of our obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials provided by us for display on your site.

You agree to indemnify, defend and hold harmless us and our affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of your site, a breach of your obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials of your site.

General Provisions

You and we will each monitor and periodically test the general availability and operation of our respective Website.

You and we are entering this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between you and us.

In its performance of this Agreement and in the operation of each party's respective Websites, you and we each will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Without limiting the generality of the foregoing, you and we each will pay, collect and remit such taxes as may be imposed with respect to any compensation, royalties or transactions under this Agreement.

Neither you or we will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond our respective reasonable control. If any force majeure event occurs, the affected party will give prompt written notice to the other and will use commercially reasonable efforts to minimize the impact of the event.

This Agreement has been made in and shall be construed and enforced in accordance with the laws of The Republic of the Philippines. Any action arising hereunder will be brought in court, located in The Republic of the Philippines.

Any notices under this agreement will be given in writing. Notices may be given by electronic mail and will be deemed delivered and given for all purposes on the sent date, but only if the receiving party has confirmed its receipt by return electronic mail. Notices sent via traditional means will be sent via certified mail, return receipt requested. Notices to Lookitsaboutme.com will be sent to: Legaspi Towers 100, 148 Legaspi Street, Unit 3D, Legaspi Village, Makati City 1229.

You may not assign this Agreement, in whole or in part, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

The failure of either you or us to enforce any provision of this Agreement will not constitute a waiver of the right to subsequently enforce the provision. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

This Agreement represents the entire Agreement between you and us with respect to the subject matter hereof and supersedes any other oral or written agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each party.

If any provision of this Agreement will be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement will not be affected and will remain in full force and effect.