



Prior to applying to the Everything Imagination, LLC affiliate program, please take the time to read the Affiliate Operating Agreement below. It is important to ask questions if you do not understand certain aspects of this Agreement, since it is required that you are in compliance with this Agreement in order to get paid.

Everything Imagination Affiliate Operating Agreement

This Affiliate Operating Agreement (the “Agreement”), made and entered into by and between Everything Imagination, LLC and you, the affiliate (“Affiliate”), contains the complete terms and conditions that apply to your participation in the Everything Imagination Affiliate Program (the “Affiliate Program” or “Program”).

1. Terms of the Agreement

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 Everything Imagination 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. Upon termination of this Agreement, You will immediately cease use of, and remove from your site, all Links to our site, and all Everything Imagination company trademarks and logos, and all other materials provided by our on behalf of us in connection with the Program.

2. Enrollment Process

You must complete the Affiliate Program application from our site to begin the enrollment process. By completing the application, you authorize that you have read and accept this Affiliate Operating Agreement. Everything Imagination will review and evaluate Affiliate’s application, and will notify Affiliate of Affiliate’s acceptance or rejection to the Program. Everything Imagination may, at its sole discretion, reject Affiliate’s application if we determine that Affiliate’s site is unsuitable for the Affiliate Program. Only sites in English and based in the United States or Canada are eligible to participate in the Everything Imagination Affiliate Program. Exceptions may be made if the majority of traffic is U.S. based

3. 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 this Affiliate Program after a change notice has been posted will constitute binding acceptance of the change.

4. Promotion of the Affiliate Program

As a member of our Affiliate Program, Everything Imagination will make available to you a variety of graphical and textual links (individually “Link” and in aggregate “Links”), 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.

As an Affiliate, you will be responsible for developing your own content. Your Affiliate Links should be part of the regular content of your website. Do not “scrape” content from our website to use on your own – this is plagiarism.

The Affiliate Program **restricts** you from running paid placement listings (such as Google AdWords) where ads for the program are linked directly to any of our stores. **You may use PPC ads only to drive traffic to your own website.** You may not use Everything Imagination Affiliate Links in PPC ads, nor link from PPC ads to any Everything Imagination store. You may not place banner ads or links containing your Affiliate ID on websites, forums, or blogs **not** directly owned or controlled by You.

5. Commission

Sales of Everything Imagination products will qualify for a commission when the following conditions are met: products are sold by Everything Imagination, products are purchased by users linking to our site through a Link, products are shipped by us and the Everything Imagination store has received full payment. If a product is returned under the stated Everything Imagination store return policy posted at the time of sale, commission will not be paid.

The commissions paid under this Agreement are for use by you only and may not be transferred or in any manner passed on to any third party. When the total commissions are due to you exceed \$50, we will send a commission check for the applicable amount. Commission checks will be sent out each month. If the balance on your account is less than \$50, we will roll over the balance to the next month. Any commissions earned that total below \$50 will be paid out in January for the prior year.

6. Everything Imagination Responsibilities

Everything Imagination will be responsible for providing all information to you to make appropriate Links from your site to our site. Everything Imagination will be solely responsible for processing orders placed on our site by a customer following a Link from your site, tracking the volume and amount of sales generated by our site, and providing information to you regarding sales statistics. We reserve the right to reject orders, at our sole discretion.

We will be responsible for order entry, payment processing, shipping, cancellation, returns and customer service related to our site.

7. Affiliate Responsibilities

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
- The accuracy and appropriateness of materials posted on your site (including, among other things, all product-related materials)
- 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.

Everything Imagination will 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.

8. Fraud

If you commit fraud or falsify information in connection with the purchase of products at Everything Imaginaiton stores through the Links on your site, this Agreement will be terminated immediately. In addition, you will be liable to Everything Imagination for any and all damages that Everything Imagination suffers as a result of such actions. You will also be responsible for returning to Everything Imagination all commissions received for such purchases.

9. Governing Law

This Agreement will be governed by the laws of the United States and the State of Vermont, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Chittenden county Vermont, and you irrevocably consent to the jurisdiction of such courts. 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 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 a provision or any other provision of this Agreement.