

# CameraRC Deluxe Affiliate Program Agreement

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PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND J-PROSOFTWARE, LLC.

BY SUBMITTING THE ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

## OVERVIEW

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in CameraRC Deluxe Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site and the camerarc.com web site. Please note that throughout this Agreement, "J-ProSoftware", "we," "us," and "our" refer to J-ProSoftware, LLC, and "you," "your," and "yours" refer to the affiliate.

## ENROLLMENT IN THE AFFILIATE PROGRAM:

- To begin the enrollment process, you will submit a complete Program application via our Website.
- We will evaluate your application and notify you of your acceptance or rejection.
- We may reject your application for any reason at our sole discretion.
- We generally reject applications related to websites that:
  - Promote violence; Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - Promote illegal activities or are intended to harass or defame anyone; Or variations or misspellings thereof in their domain names; or
  - Otherwise violate our intellectual property rights or the intellectual property rights of others.
- If we reject your application, you are welcome to reapply to the Program at any time.
- If we accept your application, we reserve the right to terminate your participation in the Program for any reason in our sole discretion immediately without prior notice.

## AFFILIATE RESPONSIBILITIES:

- It is understood that you will introduce CameraRC Deluxe software to your current and prospective web site visitors and will comply with all laws as well those that govern email marketing and anti-spam laws.
- J-ProSoftware, LLC reserves the right to accept or reject any prospective customers and will pay you a commission per customer referred using your affiliate code according to the designated payment schedule.

**SERVICE:**

- The Affiliate is allowed to place links on his website to websites which have an Affiliate Program registered at [www.camerarc.com](http://www.camerarc.com).
- This Affiliate Program may be amended or terminated at any time. Information about the Affiliate Programs will be available on CameraRC Deluxe website.
- The Affiliate must keep himself informed of any amendments of Affiliate Programs, in particular if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.
- The Affiliate must comply with the requirements of the Affiliate Program including in particular any stipulations as to the nature and content of the Affiliate's web site and the use of third party or other Affiliates trademarks and logos.

**TERMS OF THE AGREEMENT:**

- The term of this Agreement will begin upon our acceptance of Your Affiliate Program application.
- You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Products are not cancelled or refunded and comply with all Terms laid out in this Agreement.
- We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion.
- Any Affiliate who violates either this Agreement or Company's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Company Affiliate Program.
- Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

**CONFIDENTIALITY:**

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

**LIMITATION OF LIABILITY:**

We will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall J-ProSoftware's cumulative liability to you arising out of or related

to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

**INDEMNIFICATION:**

- You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:
- Any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party.
- Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein.
- Any claim related to your site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

**MODIFICATION:**

- We may modify any of the terms and conditions in this Agreement at any time at our sole discretion.
- In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and CameraRC Deluxe Affiliate Program rules.
- If any modification is unacceptable to you, your only option is to end this Agreement.
- Your continued participation in CameraRC Deluxe Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

**AFFILIATE PAYMENT:**

- You will receive a Commission Fee on Qualified Purchases referred from your Web Site.
- In order to place Links, You must first be approved by a J-ProSoftware to become an Affiliate of CameraRC Deluxe Affiliate program.
- You understand that the Payout amount may be changed at any time.
- You are responsible for determining if the Payout for a Link you have placed on your site has changed or been discontinued.
- You receive the Commission from J-ProSoftware through your PayPal account. Payments are made no later than the twentieth (20th) day of each month for the previous months' transactions.

**SEVERABILITY:**

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

**APPLICABLE LAW:**

- The laws of the State of Minnesota and United States will govern this Agreement, 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 St. Paul, Minnesota 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 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 a provision or any other provision of this Agreement.

**TERMINATION OF AGREEMENT:**

- Either you or J-ProSoftware may terminate the Affiliate relationship at any time.
- You are only eligible to earn Affiliate payments during your time as an approved Affiliate.
- J-ProSoftware may change the program or service policies and operating procedures at any time.