



The **MindSlap! Affiliate Program** (which applies to all products for sale in the MindSlapOnline.com store) is owned and operated by Danny Williamsen.

In this agreement, the term "Affiliate" refers to you (the applicant). Wherever the agreement refers to "you" or "your", it means "the Affiliate"; "we" or "our" refers to MindSlap! and/or its Affiliate Program.

Affiliate Site

When you signup for the MindSlap! Affiliate Program, you will receive an email with your account ID and password and a link to the admin panel where you can get your affiliate links.

Commissions

You will receive commissions from orders placed through your Affiliate Site. For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered. A commission on 20% is paid on all eligible sales.

If your commissions total at least \$100 for a single accounting month, you will receive a \$10 bonus!

Payment

MindSlap! will send a check for the applicable commissions by the 10th of the month for the previous month's commissions.

If any order that generated a referral fee is returned by the customer, or if there are any returned checks or chargebacks, the commission amount will be deducted from the next monthly payment. If there is no subsequent payment, the Affiliate will be invoiced.

There are no minimums. Cookies are set for 120 days.

We established this affiliate program to allow people to promote our products to other people. We will allow you to purchase one of each product at full retail value and pay you commission on those limited sales. However, we will not pay commissions on any future sales to you through your affiliate links.

Order Fulfillment

MindSlap! is solely responsible for processing every order placed by a customer through the Affiliate Site. However, no orders will be processed for delivery outside the United States.

Customers

Customers who purchase products and services through the Affiliate Program will be deemed to be customers of MindSlap! Accordingly, all MindSlap! rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our

policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. MindSlap! policies will always determine the price paid by the customer.

Qualifying Sites

MindSlap! reserves the right not to accept any site into the Affiliate Program based on site content. Sites that explicitly Do Not Qualify for the MindSlap! Affiliate Program include sites which:

- promote sexually explicit materials
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- promote illegal activities
- violate intellectual property rights

Unsolicited Commercial Email or SPAM

MindSlap! in no way participates in mass unsolicited emailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the MindSlap! Affiliate Program, with no refund or further commissions.

Relationship of Parties

You and we 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 this statement.

Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the MindSlap! Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the MindSlap! Program will not exceed the total commissions paid or payable to you under to this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

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 provision or any other provision of this Agreement.

By submitting the Affiliate Sign-up form, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.