

Outskirts Press Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Outskirts Press, Inc. Affiliate Program (the "Program"). As used in this Agreement, "we", "us", or "our" refers to Outskirts Press, Inc. or any of our affiliate companies, as the case may be, and "you" refers to the applicant. "OutskirtsPress.com Website" refers to the site that has its primary URL as www.outskirtspress.com.

1. Enrollment in the Program

To begin the enrollment process, you will register for an affiliate center account from the OutskirtsPress.com Site and complete and return the necessary tax form. We reserve the right to determine at any later time in our sole discretion that your site is unsuitable and therefore terminate this Agreement.

2. Nature of Relationship

This Agreement establishes an Affiliate Referral Program between you and us. It does not establish any other business relationship. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us. You have no authority to make or accept any offers or representations on our behalf. You agree you will make no representation regarding our business other than to identify yourself as an affiliate of Outskirts Press, Inc, a print-on-demand self-publishing company.

3. Links on Your Site

Once you joined the Affiliate Program, you may provide on your site a referring link to the OutskirtsPress.com website, or any related "landing pages." Our Affiliate Center provides you with guidelines and graphical artwork to use in linking to the OutskirtsPress.com Website.

Alternatively, you may choose to design your own referring graphics to the OutskirtsPress.com Website; however, the content, style, and placement of such links may be subject to approval by us.

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with a unique "referral link" to use when linking to our website. It is your responsibility to ensure that each of the referral links between your site and the OutskirtsPress.com Website work properly. Links to the OutskirtsPress.com Website placed on your site pursuant to this Agreement and which properly utilize your referral link are referred to as "Referral Links." You will earn referral fees only from referrals originating directly from your Referral Links. We will not be liable to you with respect to any failure by you to use Referral Links, including the extent to which such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.



4. Referral Fees

Pursuant to the terms herein, we will pay you referral fees for the successful referral of authors by you to the OutskirtsPress.com Website. A “successful referral” is a referral which:

- Comes directly from your Referral Link to the OutskirtsPress.com Website that results in the registration of said referral, and
- Results in the purchase of a publishing package within twelve months by said referral, and
- Results in the receipt by Outskirts Press of all amounts due by said referral within twelve months, and
- Concludes with the final publication of said referral’s manuscript within twenty-four months of the date of the referral.

Referral fees will not be paid for referrals to you or your spouse. Referral fees will not be paid if an author does not register within 6 months after linking to the OutskirtsPress.com Website from your Referral Link as determined by “Cookies” on the OutskirtsPress.com Website. Outskirts Press is not responsible for referral fees if said referral has disabled their “Cookies.” Referral fees are not paid on subsequent publishing package purchases from the same author. Referral fees will not be paid unless your Affiliate Center account contains your full name, a valid email address, and a complete mailing address. Furthermore, referral fees will not be paid unless you have accurately completed and returned to us the necessary tax forms.

The amount of the referral fee will be 10% of the amount the referred author pays us for the a la carte publishing package (Ultimate, Full-Color, Basic, Economy) selected by the author, after any applicable discounts have been applied. See our website for the current a la carte publishing package prices. Referral fees are not paid on receipts for publishing upgrades, publishing options, custom covers, marketing materials, book purchases, sales taxes, digital storage, data base listing, digital download edition fees, trade publication advertising, hard back book options, dust jacket options, revision fees, image fees, expedited service fees, editing service fees, custom web page work, or any other fee, charge or cost, other than the a la carte publishing service fee. The a la carte publishing service fee for all black and white One-Click Suites is the Ultimate Black and White Package and the a la carte publishing service fee for all full-color One-Click Suites is the Full-Color package; the remaining services included in the One-Click prices are upgrades, options, and marketing services that are not eligible for referral fees.

5. Payment of Referral Fees

We will pay you referral fees within 90 days of the end of the calendar quarter in which your total referral earnings meet or exceed \$50.00 U.S. Calendar quarters end on March 31, June 30, September 30, and December 31. Referral fees will be paid by check mailed to the address you have supplied within your Affiliate Center. It is the Affiliate’s responsibility to ensure said address is always current and up to date. Checks not cashed within 30 days will remain the property of Publisher. We will make available to you a W-9 form which you complete, sign, and return to us. We are required to obtain this tax information from each Affiliate and will withhold your referral fee payment until we receive this information.

6. Limited License

We grant you a nonexclusive, revocable right to use the graphic images and text described in Paragraph 3 and such other text or images for which we grant express permission, solely for the purpose of assisting in generating referrals to the OutskirtsPress.com Website. You may not modify the graphic images or text supplied by us. We reserve all of our rights, our trade names, trademarks, and all other intellectual property within the graphic images and texts supplied to you. We may revoke your right to use these images at any time by giving you notice.

7. Responsibility for Your Site

You will be solely responsible for the development, operation and maintenance of your site, and for all technical operations of your site in maintaining the Referral Link to the OutskirtsPress.com Website. We 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. Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant, you will comply with all laws, ordinances, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant.

9. Term of the Agreement

The term of this Agreement will begin upon your successful registration on the Outskirts Press Affiliate Center webpage and will end when terminated in writing by either party. Either you or Outskirts Press may terminate this Agreement at any time, with or without cause, by giving the other notice of termination. Upon termination of this Agreement for any reason, you will immediately cease use of all graphics and links to the OutskirtsPress.com Website and all other material provided by or on behalf of us to you pursuant hereto or in connection with the Program.

10. 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 the OutskirtsPress.com Website. Modification may include, for example, changes in the scope of available referral fees, referral fee amounts, payment procedures, and Program Rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our posting of a change notice or new Agreement on the OutskirtsPress.com Website will constitute a binding acceptance of the change.

11. 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 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 Program will not exceed the total referral fees paid or payable to you under this Agreement.

12. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any of our publishing packages, including without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage, except as specifically represented at the OutskirtsPress.com Website. In addition, we make no representation that the operation of the OutskirtsPress.com Website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors. You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

13. Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Denver, Colorado, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Colorado (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

14. Miscellaneous

This Agreement will be governed by the laws of the United States and the State of Colorado, without reference to rules governing choice of laws.

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties. Either party's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement.

Signature

Print Full Name

Date