

## Affiliate Agreement

Please read the agreement document below before registering.

1) **The Parties:** This Affiliate Agreement (the "Agreement"), made and entered by and between TeamScoring.com, (referred to henceforth as "TeamScoring.com," "TeamScoring", "us" or "we"), and you, the affiliate (referred to henceforth as "you" or "Affiliate"), contains the complete terms and conditions that apply to your participation in the TeamScoring.com Affiliate Program (the "Affiliate Program" or "Program"). Your participation in the Affiliate Program is non-exclusive as there are and will be other Affiliates.

### 2) **Term and Termination:**

2.1 The term of this Agreement will begin upon our acceptance of your Affiliate Application ("Effective Date") and will end when terminated by either party as provided for herein. By agreeing to the terms and conditions herein, this Agreement is the entire agreement between the parties and supersedes all prior communications, understandings and agreements relating to the Affiliate Program, whether oral or written. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are eligible to earn referral fees on referrals occurring only during the term of this Agreement. Upon termination of this Agreement for any reason, you shall immediately cease to represent that you are an Affiliate of TeamScoring.com., and you shall immediately cease all use of our name and/or any of our logos and/or trademarks, and you shall remove from your site, all Links to our site, and all TeamScoring.com trademarks and those of any TeamScoring.com company, trade dress, and logos, and any materials provided by or on behalf of us to you pursuant to this Agreement and/or in connection with the Program.

2.2 TeamScoring.com reserves the right to terminate any accounts we deem as "inactive" accounts. An affiliate account would be considered "inactive" if it fails to generate any sales for a period of at least six (6) months. In the event of account termination due to inactivity, Affiliate will forfeit any commission balance less than the minimum commission payout amount of \$25.00.

2.3 The right of termination of this Agreement is absolute and neither you nor we shall incur any liability by reason thereof. We and you mutually release the other from any claim of any nature arising out of such termination, provided however, that nothing in this Agreement shall be construed as a release of any referral fee obligation which shall have accrued from us to you prior to the effective date of such termination.

3) **Enrollment in the Program:** You will submit a complete Affiliate Program application as supplied by us. We may reject your application (at our sole discretion) if we feel your site is unsuitable or inconsistent with the mission of TeamScoring.com. If your site is accepted, TeamScoring.com may terminate this Agreement anytime thereafter if your site is determined (at our sole discretion) to be unsuitable for the Program, even if your site has not changed since the time that your Affiliate Program application was accepted. You hereby acknowledge that we can rely on all of your representations in your application.

4) **Promotion of our Affiliate Program:** Upon your acceptance as an Affiliate Site, we will make available to you a variety of approved graphic and textual links (the "Links"), which, subject to the terms and conditions hereof, you may display as often and in as many areas of your approved site as you desire. These Links will serve to channel potential buyers to our site. Samples of non-approved Links can be submitted to us for review and approval. Under no circumstances may you display a non-approved Link.

5) **TeamScoring Agrees To:**

a. Pay Affiliate a commission (see Referral Commissions for commission details) for each qualified order completed via your site. Qualified orders must be made within the return day "window" of 180 days. Your earned commissions shall be the only consideration from us to you.

b. Pay Affiliate on a quarterly basis when commissions due have reached a minimum of \$25.00. Accounts with a balance of less than \$25.00 will roll over to the next quarter. TeamScoring.com sends out payments to affiliates within 30 days from the end of each calendar quarter for the previous month's commissions.

6) **Affiliate Agrees To:**

a. Place TeamScoring.com banners and/or text links on your site.

b. Observe and honor TeamScoring.com's exclusive right of ownership as to the names of its property, including but not limited to its trademarked name and any variations thereof within all pay-for-placement and other search engines. TeamScoring.com grants to you a limited right to the use of its trademarked names solely for promotional purposes in conjunction with the relationship as described in this Agreement.

c. Remove all links regarding TeamScoring.com promotions on the date such promotions end, and agree to forfeit any commissions earned after the end date of the promotions if you continue to post such links after the removal date.

d. Have sole responsibility for the development, operation, and maintenance of your site and for all the materials that appear on your site.

e. Ensure that all materials posted on your site are not illegal and do not infringe on the rights of any person or entity of any kind. We disclaim all liability for all materials on your site.

f. Indemnify, defend, and hold us harmless from all claims, damages, and expenses relating to the development, operation, and contents of your site.

- g. Make sure that your site does not copy or resemble the look and feel of the TeamScoring.com website or create the impression that your site is our site or a part of our site.
- h. If any immoral or unethical links are added to your site pointing to TeamScoring.com, we reserve the right to pursue all legal courses of action against you to the fullest extent possible under the law and you will be responsible for returning all commissions earned to us as a result of such links to TeamScoring.com.
- i. Obtain all permits, licenses, and approvals necessary to perform this Agreement.
- j. Perform this Agreement in a manner that reflects favorably upon the TeamScoring.com and our business reputation. Affiliate shall not present or cast our name, our products or services, logo or trademarks in a disparaging or negative manner of any kind.
- k. Comply with all applicable federal, state, and local laws, statutes, regulations, ordinances and other legislative or administrative rules imposed or required by any legal public authority having jurisdiction or authority, including and not limited to the Federal FTC Act and the CAN-SPAM Act.
- l. Not use any part of any compensation paid to you under this Agreement to pay or accrue for the benefit of, directly or indirectly, anyone who is an official, agent, director, officer or employee of any governmental entity.
- m. Make no representation with respect to our products or services which in any way conflicts or is inconsistent with our products or services descriptions, performance, specifications, features, and functionality as published or provided by us or make or pass on to any individual or entity any warranty or representation on our behalf.
- n. Continuously retain our copyright attributions, notices and markings on all demonstration articles and marketing collateral and literature, and not in any way obliterate or alter same.

## **7) Referral Commissions:**

7.1 The TeamScoring.com Affiliate program pays commissions for each qualified subscription Net Sale (As defined under Section 7.2 below). TeamScoring customers pay for the right to create a Tournament or League (categorically known as Events). A qualified subscription sale consists of a paid Event.

7.2 The affiliate team will audit affiliate referred orders to ensure they are valid. The amount of commissions due to affiliates will be as follows for each valid online order submitted by a visitor as a direct result of your affiliate referral:

*12% commission on all referred Net Sales\**

*\*Note: Net Sale or Net Sales are all valid access subscription fees paid minus any chargeback's, refunds and returns.*

7.3 TeamScoring.com may offer additional periodic bonuses and performance incentives.

## 8) Payment Procedures:

8.1 TeamScoring.com will issue payment to affiliates within 30 days of the end of each calendar quarter for all commissions earned on sales during the prior quarter.

8.2 All affiliates who have met the \$25 minimum payout requirement will receive the full amount of commissions due, less any amount TeamScoring.com determines, in its sole discretion, not validly earned from a proper use of the links on an affiliate's website.

8.3 Payments will be issued by check only, payable to you at the address submitted by you in your application.

## 9) Tracking:

9.1 We will track referrals using special software that communicates with the approved URLs submitted with your application.

9.2 TeamScoring.com is only responsible for paying commissions on referrals that can be traced back to the Affiliate using the technology in use by TeamScoring.com.

9.3 TeamScoring.com will endeavor to do its best to ensure accurate tracking of referrals made by all affiliates. All affiliates will themselves be solely responsible for ensuring that their URLs are formatted properly, a necessary prerequisite for accurate tracking of referrals. Notwithstanding the above statement of responsibility by TeamScoring.com to track referrals, you hereby acknowledge and accept that the tracking system employed by TeamScoring.com is not 100% fail-safe and that there may on occasion be instances of referrals made that are not credited to you for any of the following reasons:

- a. Your failure to use the proper format of the specially assigned URL in promotions, web page links, banner ads, etc.
- b. Deliberate or accidental actions by customers to circumvent your special URL so that our software is unable to accurately track the referral.
- c. Bugs, glitches or crashes of the tracking software that render it unable to accurately track referrals for a period of time.
- d. Acts of nature that cause irretrievable data loss on the computers and back-up media that store the commission information.

9.4 As such, you will not hold TeamScoring.com liable to compensate for any claimed commissions that were not tracked and recorded by the tracking software.

10) **Confidentiality:** Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly,

by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. This provision shall survive termination of this Agreement.

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 affiliate relationship, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total commissions paid or payable to you under this Agreement.

12) **Limited License:** We grant you a nonexclusive, nontransferable, revocable right to link to our site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of linking your site to our site, solely for the purpose of identifying your site as a participant in the Program and assisting in promoting TeamScoring.com services. You may not alter, modify, or change the Links in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the TeamScoring.com Affiliate Program. We may revoke your license anytime by giving you written notice.

13) **Disclaimers:** We make no express or implied warranties or representations with respect to the TeamScoring.com website or the TeamScoring.com Affiliate Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

14) **Modifications:** We may modify any of the terms and conditions of this Agreement at any time. You will be notified by e-mail, using the e-mail address currently listed in your Affiliate Profile, and a change notice will be posted on our site. If the modifications are 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.

15) **Independent Contractors:** You and TeamScoring.com are independent contractors and nothing in this Agreement is intended nor shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate warrants that it bears the sole responsibility for its own payment of all required Local, State, and federal taxes. You will have no authority to make or accept any offers or representations on our behalf.

16) **Representations and Warranties:** You hereby represent and warrant to us as follows:

a. This Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

b. The development, operation, and contents of your site do not and shall not infringe upon the copyright, trademark, or any other right of any person or entity.

17) **Independent Investigation:** You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer

referrals on terms that may differ from those contained in this Agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the TeamScoring.com Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

18) **Fraud:** If you commit fraud or falsify information in connection with the submission of referrals to TeamScoring.com services through the Links on your site, this Agreement will be terminated immediately. In addition, you will be liable to TeamScoring.com for any and all damages that TeamScoring.com suffers as a result of such actions. You will also be responsible for returning to TeamScoring.com all commissions received for fraudulent/falsified referrals submitted, and we will not hesitate to pursue all legal courses of action against you to the fullest extent possible under the law.

**19) Anti-Predatory Advertising:**

19.1 Affiliates will be removed from the TeamScoring.com Affiliate Program and forfeit any pending commissions if they are utilizing or distributing software downloads that enable diversions of commission from other affiliates in our Program.

19.2 Such systems include those commonly known as "ParasiteWare" or that carry out functions commonly known as "Parasitic Marketing." ParasiteWare is software (including, but not restricted to, browser helpers, browser plug-ins, toolbars and pop ups/sliders) that knowingly or unknowingly undermines or removes another affiliate's ability to compete by changing, intercepting or redirecting an affiliate link. ParasiteWare may be installed knowingly or unknowingly by the end user, altering normal web browser functions and/or installing a third party application that works through the user's altered browser.

19.3 Affiliate also agrees not to use any kind of technique that intercepts natural searches to redirect traffic through installed software, thereby causing commission-tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the natural search. (Natural search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot, LookSmart and similar search or directory engines)

19.4 Affiliate agrees not to use any technique or marketing program that might reasonably be considered "predatory" or manipulative. TeamScoring.com reserves the right to determine whether a technique or program is unreasonable. In the event of a breach of this Agreement by Affiliate and/or a third party or licensee, TeamScoring.com shall immediately terminate this agreement, and, in addition to all other remedies available to it, TeamScoring.com shall have the right to refuse to make payments to an Affiliate as a result of the Affiliate's efforts promoting TeamScoring.com in such a manner.

19.5 Affiliate agrees to indemnify, defend and hold TeamScoring.com harmless from any cost, expense or liability arising out of any breach or alleged breach of your obligations under this Anti-Predatory Policy.

## 20) E-mail Marketing and Endorsements:

20.1 Affiliate agrees to comply with the requirements of the CAN-SPAM Act of 2003 (the "Act") in its distribution of e-mail that contains messaging regarding TeamScoring.com. More specifically, e-mail must meet these criteria:

- a. May only be sent to recipients who have expressly agreed directly with Affiliate, in advance, to receive such communications from Affiliate.
- b. Must clearly and conspicuously identify that the message is an advertisement or solicitation, unless recipient has given prior affirmative consent to receipt of the message. Affirmative consent means that the recipient expressly consented to receive the message either in response to a clear and conspicuous request for such consent or at the recipient's own initiative.
- c. Must clearly and conspicuously notify the recipient of the opportunity to decline to receive further commercial e-mail from Affiliate.
- d. Must provide to us a valid physical postal address of Affiliate.
- e. Must provide a functioning return e-mail address or other Internet-based mechanism, clearly and conspicuously displayed, that a recipient may use to submit, in a manner specified in the commercial e-mail, a reply e-mail or other Internet-based mechanism a request not to receive future commercial e-mail from Affiliate. The return address or Internet-based mechanism must be capable of receiving such messages for at least 30 days after the transmission of the original message. Affiliate may not send subsequent commercial e-mails more than ten (10) business days after the recipient's request not to receive further e-mails has been received (unless there is a subsequent affirmative consent by the recipient to receive such e-mails.) Once Affiliate receives such a request, Affiliate may not sell, lease, exchange or otherwise transfer or release the e-mail address of the recipient.
- f. May not contain materially false or materially misleading header information, or deceptive subject heading.
- g. May not contain sexually oriented material.

20.2 Affiliate may not initiate or assist in the transmission of commercial e-mail using an e-mail address: (1) that was collected through automated means, from a third party website in violation of that third party's posted privacy policy, or (2) that was generated through automated means by combining names, letters or numbers into numerous permutations. Affiliate may not conduct fraudulent activities related to electronic mail, including but not limited to the material falsification of header or transmission information, the unauthorized use of someone else's computer to send bulk commercial e-mail, and the registration of an e-mail account that materially falsifies the identity of the actual registrant.

20.3 Endorsements: Every endorsement, including testimonial, published by Affiliate regarding us or any of our products or services must be truthful, substantiated, and be neither deceptive nor unfair, as required by the Federal Trade Commission's Guides Concerning Use of Endorsements and Testimonials in Advertising (16 Code of Federal Regulations Part 255) as now or hereafter amended. An endorsement is an advertising message that your readers are likely to believe reflects any opinion, belief, finding or experience of Affiliate and/or any other individual, expert, or organization other than us, even if those views are identical to ours. If Affiliate is then publishing a banner ad that advertises us, no further notice of the material connection between Affiliate and us is required. If Affiliate is not then publishing such banner ad, and publishes any endorsement of us or any of our products or services, Affiliate must publish notice to your readers that Affiliate may receive compensation from us. Affiliate must promptly notify us each time Affiliate is going to publish, or is publishing, an endorsement regarding us or any of our products or services. If we believe any endorsement does not comply with the FTC Guides, we reserve the right to require Affiliate to promptly bring the endorsement into compliance with the FTC Guides or immediately delete the endorsement(s). If Affiliate violates this provision Affiliate shall there by forfeit any commissions earned from us and shall return all such commissions to us

20.4 In addition, in the event of a breach of this E-mail Marketing and Endorsements provision by Affiliate and/or a third party or licensee, in addition to all other remedies available to it, TeamScoring.com shall have the right to refuse to make payments to an Affiliate as a result of the Affiliate's efforts promoting TeamScoring.com, which efforts cannot be verified by Affiliate as having complied with the terms and conditions of this E-mail Marketing and Endorsements provision. Affiliate agrees to indemnify, defend and hold TeamScoring.com harmless from any cost, expense or liability arising out of any breach or alleged breach of your obligations under this E-mail Marketing and Endorsements provision.

21) **Assignment:** Neither this Agreement nor any of your rights, interests, duties, or obligations shall be assigned, transferred or delegated to any other person, firm, or corporation without our prior written consent. Any attempted assignment or delegation by Affiliate without such prior written consent shall be void and without effect. We may assign this Agreement upon written notice to you.

22) **Reservation of Rights:** TeamScoring.com may terminate this Agreement at any time if your site is determined (at our sole discretion) to be unsuitable for the Program, even if your site has not changed since the time that your Affiliate Program application was accepted. TeamScoring.com also reserves the right to monitor Affiliate sites at any time to determine whether they are in compliance with this Agreement.

23) **Intellectual Property:** We and our licensors own and retain all rights, title, and interest in and to the products and services available on the TeamScoring.com website and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with the performance of its obligations hereunder, as well as all related patents, copyrights, trademarks, trade secrets, and other proprietary and intellectual property rights. The products and services available on the TeamScoring.com website are protected by the laws of copyright, patent, trade



secret, trademarks, and any other intellectual or industrial property rights applicable to the Products. Affiliate neither acquires nor is granted in any manner whatsoever any right, title or interest of any nature in and to the products and services available on the TeamScoring.com website by virtue of this Agreement.

24) **Governing Law:** The laws of the United States and the State of California 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 Ventura County, CA, 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 and Section 21, 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. If any provision of part of this Agreement shall be held unenforceable, such unenforceable provision shall be stricken from the Agreement, and the remainder of this Agreement shall nevertheless remain in full force and effect, and the Agreement shall be construed to the greatest extent possible to give effect to the intent of the parties with respect to the stricken provision.

25) **Miscellaneous:** Each section of this Agreement shall be considered severable such that if any one section or clause conflicts with existing or future applicable law, or it may not be given full effect because of such law, this shall not affect any other section and/or the conditions of the Agreement

***CHANGES THAT HAVE BEEN PROPERLY NEGOTIATED THROUGH TEAMSCORING.COM OPERATION'S DEPARTMENT WILL BE THE ONLY CHANGES ACCEPTED, AND LEGALLY INCORPORATED INTO THIS DOCUMENT ("AUTHORIZED CHANGES"). ANY REQUESTED CHANGES MUST BE SUBMITTED IN WRITING TO THE TEAMSCORING.COM OPERATIONS DEPARTMENT VIA EMAIL AT OPERATIONS@TEAMSCORING.COM. PLEASE ENTER "AFFILIATE PROGRAM" IN THE SUBJECT LINE.***