



Terms and Conditions of BOCABETH.COM's Affiliate Program

This Affiliate Agreement ("Agreement") contains the terms and conditions between BOCA BETH LLC (USA) located at 11624 Branch Mooring Drive Tampa, Florida 33635 and you (the affiliate), regarding your application and participation as an affiliate of www.BOCABETH.COM, and the establishment of any links from your Web site to our Web site at www.BOCABETH.COM.

Please read these terms and conditions carefully as they constitute a legal agreement between you and our company upon your acceptance into our affiliate program. **By applying to and being accepted into our affiliate program, you agree to be bound by all of the terms and conditions set forth in this agreement relative to your participation in the affiliate program.**

Affiliate Program Enrollment: To become a participant in BOCABETH.COM's Affiliate Program, you will need to submit a complete Affiliate Program Application via our Web site. We will evaluate your application and notify you of your acceptance. We may reject your application if, in our sole discretion, your web site or email may not be suitable for the Affiliate Program for any reason, including, but not limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable.

Setting Up Links: We will make available to you, banner advertisements, button links and text links to our Web site ("Links"). In using the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links. All Affiliate Web sites shall display such graphic images prominently throughout your Web sites as you see fit and with our consent. A Link can be modified and/or expanded with our consent. We have the right, in our sole discretion, to monitor your Web site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

Order Processing: We will process orders placed by customers who follow the Links from your Web site to the BOCABETH.COM Web site. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements, which we may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, cancellations, returns and payment processing will be our responsibility. We will track the amount of sales generated by your Web site and will make this information available to you through our Web site. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your Web site and our Web site are properly formatted. You are responsible to inform BOCABETH.COM of any suspected problems in the tracking code immediately.

Commissions: We will pay you a commission equal to fifteen (15%) percent of all new customer purchases, excluding any additional charges such as shipping and handling, to such customer and for which we have received full payment.

A commission will only be paid to you if the customer is tracked as originating from your Link from the time of the Link to the time of the sale.

For a sale to generate a commission, the customer must follow the Link for your Web site to our Web site, purchase product(s) using our online ordering system, accept delivery of the at the shipping destination, and remit full payment to us. However, no commission will be paid for orders that are refunded, not paid for, undeliverable or payment for which is credited to any customer.

BOCABETH.COM shall set the price of any products at its sole discretion.

Products referred to in this agreement are from the Boca Beth Language Learning Series available directly through BOCABETH.COM. No commission is due or payable on the sale of any other products, including but not limited to books, services, subscriptions, supplies offered by any other partners, affiliates, advertisers or sponsors.

Payments: We will pay your commission on a monthly basis. Within approximately 30 days following the end of each month, we will send you a check for the commission earned on the products shipped during the preceding month. If a product sale that generated commission is refunded by the customer, we will deduct the corresponding commission from your next monthly payment.

Fraud: BOCABETH.COM also retains the right to review all commissions for possible fraud. Any incidence of fraud



Terms and Conditions of BOCABETH.COM's Affiliate Program (continued)

constitutes a breach of this Agreement, and BOCABETH.COM retains full authority to terminate this Agreement immediately.

Non-Exclusive: This is a non-exclusive agreement as to BOCABETH.COM and Affiliate. Both parties may enter into similar agreements with other parties.

Termination: Either Party may terminate this agreement with 30 days written notice to the other party. The agreement may be terminated sooner by BOCABETH.COM in the event of any breach by Affiliate.

Governing Law: This Agreement shall be subject to and construed according to the laws of the State of Florida. Any suit to enforce any provision of this agreement must be filed in the city of Tampa.

Validity: In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Agreement.

Interruption of Service: Although BOCABETH.COM will try to keep the service operational at all times, a certain amount of downtime and interruption of service is always possible and inevitable. BOCABETH.COM is not responsible for any interruption of the service and Affiliate agrees not to hold BOCABETH.COM liable for any consequences of interruption of any service.

Entire Agreement: This Agreement contains the entire agreement of the parties and no oral statements or prior agreements shall have any force and effect. BOCABETH.COM may modify the terms of this agreement in writing by giving 10 days written notice to Affiliate.

It is expressly understood that this Agreement in no way guarantees a sale of the site.