AFFILIATE PROGRAM AGREEMENT

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THIS AFFILIATE PARTNER AGREEMENT (the "Agreement"), is by and between XDesign LLC, dba Paxis (hereafter referred to as "Paxis") and YOU (hereafter referred to as "Affiliate Partner") (sometimes individually referred to as a "Party" and collectively as "Parties").

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

**RECITALS**

1. The name of this affiliate program is the Paxis Affiliate Program (the “Affiliate Program”).
2. The Affiliate Partner represents and warrants to Paxis that the Affiliate Partner has read and understands the Privacy Policies and agrees to the terms set forth therein.
3. For purposes of this Agreement, the term “the Affiliate Partner” refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term “Paxis” refers to the sponsor of the Affiliate Program. The term “the Paxis web site” refers to the web site that the Paxis maintains at www.paxispax.com. The term “the Affiliate Partner’s web site” refers to the web site on which the Affiliate Partner agrees to place a link to the Paixs web site as specified in the Exhibit B hereof. “Merchandise” means selected products, merchandise and stock that is offered by Paxis for sale through its web site.
4. **AFFILIATE PROGRAM REGISTRATION**

To register for the Affiliate Program, the Affiliate Partner must complete and submit to the Owner an Affiliate Program Application Form. The Affiliate Program Application Form is included on the Paxis web site and can be completed and submitted through its web site.

1. **APPROVAL OR REJECTION OF AFFILIATE PROGRAM APPLICATION**

The Owner reserves the right to approve or reject ANY Affiliate Program Application in its sole and absolute discretion. The Affiliate Partner will have no legal recourse against Paxis for the rejection of the Affiliate Partner Affiliate Program Application.

1. **REASONS FOR REJECTION**

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Without limiting the right to reject any application for any reason whatsoever in Paxis absolute discretion, the Affiliate Partner application will be rejected if it is incomplete, if the Affiliate Partner’s web site contains images or content that is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with its web site, or if the Affiliate Partner’s web site contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the Affiliate Partner’s site contains any material that appears to Owner to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

1. **TERMINATION AFTER ACCEPTANCE**

Even after the Owner has accepted the Affiliate Partner as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate the Affiliate Partner affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above.

1. **FINANCIAL RESPONSIBILIITES**

The Affiliate Partner will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the creations, hosting, modification, and improvements to the Affiliate Partner’s web site, costs of search engine placement and other Internet marketing, costs of inserting the Owner’s links into its web site, offline marketing costs, postage costs, and all other costs and expenses, and the Affiliate Partner hereby holds the Owner harmless from or against the same.

1. **NO REPRESENTATIONS REGARDING INCOME POTENTIAL**

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Affiliate Partner affiliate status.

1. **RESPONSIBILITY TO LINK TO THE OWNER’S SITE**
	1. As a Program Affiliate, the Affiliate Partner will have the obligations to place links on its site and in emails and blogs directing users to the Paxis site. Paxis will make available to the Affiliate Partner button links, text links, and banner advertisements to be placed on the Affiliate Partner’s web site, emails and blogs which will direct users to the Paxis web site via hypertext link. As a Program Affiliate, the Affiliate Partner is given a limited term license, during the term of the Affiliate Partner active participation as a Program Affiliate, to utilize the Paxis logo images provided to the Affiliate Partner on the web site that the Affiliate Partner designates in the Affiliate Partner Affiliate Program Application.
	2. Paxis makes available to its Affiliates, links, banners, and other information advertising its site to be used subject to the terms of this Agreement. These materials will contain its trademarks and other proprietary property. The Affiliate Partner may display these materials on the Affiliate Partner’s web site for the purpose of promoting the Paxis site and participating in this Affiliate Program. If the Affiliate Partner decides to discontinue the Affiliate Program or if the Affiliate Partner participation is terminated for any reason, the Affiliate Partner will immediately cease using these materials and will delete all such materials from its web site and from its computer. The Affiliate Partner must obtain Paxis approval of all links to the Paxis site that the Affiliate Partner wishes to place on its web site. The Affiliate Partner will cooperate with Paxis in the establishment and placement of links on the Affiliate Partner’s web site.

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* 1. The Affiliate Partner will only be permitted to use the links that Paxis provides to the Affiliate Partner on the web site that the Affiliate Partner designates in the Affiliate Program Application. Any additional web sites or entities will require additional submissions of Affiliate Program Applications and approval by the Paxis.

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* 1. The Affiliate Partner will not modify the links or other materials that Paxis provided to the Affiliate Partner or the placement of the links on the Affiliate Partner’s page. The Affiliate Partner consents to Paxis monitoring the Affiliate Partner’s web site to determine continued compliance with this Agreement.
	2. The Affiliate Partner consents to Paxis, including information relative to traffic from the Affiliate Partner’s site in Paxis reports. This information may be provided to outside parties.
1. **CUSTOMER SERVICE**
	1. Paxis will be responsible for handling all customer inquiries, product orders, customer billing and collection, product shipment relative to customers that enter the Paxis site through the links from the Affiliate Partner’s site. Pricing of Paxis products and services is totally within its discretion and Paxis reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Affiliate Partner or users accessing the Paxis site. Paxis’ only responsibility to the Affiliate Partner in this regard is to track customer orders that occur through links from the Affiliate Partner’s web site and make reports to the Affiliate Partner of the commissions due to the Affiliate Partner as a result thereof. All such reports shall be un-audited. Paxis will have no obligation to provide the Affiliate Partner with any specific information relative to any customer, regardless of whether they access the Paxis site through the link from the Affiliate Partner’s site.
	2. Paxis is not responsible for the failure to assign any sale or commissions to the Affiliate Partner if the same results from the improper formatting of the link from the Affiliate Partner’s web site. The Affiliate Partner should assure at all times that the link is appropriately formatted and report any problems that the Affiliate Partner may have with the same to Paxis immediately.
2. **COMPENSATION**
	1. Commissions will be paid to the Affiliate Partner based upon a percentage of sales made to users who access the Paxis site through the Affiliate Partner’s site. Commissions will be calculated based upon the gross sales price, but not including any shipping and handling, sales tax, special service fees such as gift wrapping or packaging, late charges, collection costs, imports/export duties, and any other payment made to Paxis that is not the purchase price for the product that is purchased. Commissions will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. Paxis reserves the right to deduct in subsequent months for any commission that Paxis paid that is for a product that is subsequently returned or refunded, or for any other reason if the previous monthly commission was overpaid or later subject to reduction.
	2. The percentages to be paid as commissions hereunder are currently as set forth in Schedule A at the end of this Agreement. Paxis reserves the right to change and amend the commission rate structure at any time, in Paxis’ sole discretion.

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* 1. Commissions will only be paid on sales that are tracked through the Paxis online tracking system and indicate the Affiliate Partner’s web site’s link as the source. There is no right to commissions if a user later returns to Paxis and makes a purchase through another link or source other than through the Affiliate Partner’s web site. The Affiliate Partner has no right to commissions based upon subsequent sales, even if the customer first arrived at the Paxis site through the link from the Affiliate Partner’s site.

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* 1. Commissions will be paid up to 60 days from the time that the buyer first clicks from the Affiliate Partner’s site to the Paxis site. The exception is when the buyer clicks through to the Paxis website from a subsequent click on another Affiliate Partner’s web site
	2. Paxis will pay commissions only upon collection by Paxis. The Affiliate Partner has no right to commissions until the applicable customer has paid Paxis in full. Only purchases that are made through the Paxis online ordering process will count towards commission calculations. For example, if a customer visits the Paxis web site through the link from the Affiliate Partner’s web site and instead of placing an online order calls and places an order via telephone, the Affiliate Partner will have no right to any commission from that sale.
	3. Commissions will be paid to the Affiliate Partner on a monthly basis on or about the 10th day of the second month following the date of purchase. For example, Paxis will pay commissions earned in January on or about March 10. Paxis does not guarantee an exact date of calculation of commissions or payments. All payments will be made via company check sent to the address that the Affiliate Partner supplied in the Affiliate Program Application or via PayPal to the email supplied in the application. Paxis does not send payment if the total commission due to the Affiliate Partner is not at least $10.00. Amounts below $10.00 will accrue to the Affiliate Partner account and payment will be made for the month when the Affiliate Partner’s total commissions achieve the minimum $10.00. Paxis reserves the right to amend the minimum commission payment amount at any time.
1. **CUSTOMERS’ PROVENANCE**

All parties who make purchases through the Paxis web site, regardless of whether they may have reached its web site through the link from the Affiliate Partner’s web site, are deemed to be Paxis customers and not the Affiliate Partner’s customers relative to Paxis products and services. Paxis will have the right to contact these customers and send future marketing offers to them. The Affiliate Partner will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through a link from the Affiliate Partner’s web site. Additionally, all such customers and purchases will be subject to the Paxis policies, procedures, rules and regulations and the Affiliate Partner has no right or authority to amend or offer any different offers relative to the purchase of products from the Paxis web site. Paxis however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to Paxis’ business and sale of products at any time in its sole discretion.

1. **TRADEMARKS AND COPYRIGHTS**
	1. The Affiliate Partner will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that Paxis provided to the Affiliate Partner for use solely on the web site that the Affiliate Partner designates in the Affiliate Partner Affiliate Program Application. The Affiliate Partner may only use the images that Paxis specifically makes available to the Paxis Affiliate Members at the area of its web site that is specifically designated as approved images for Affiliate Program Members. The Affiliate Partner may not distribute, reproduce, modify, or amend these images in any way. The Affiliate Partner may use these images only for the purposes of promoting the Paxis web site and products on the Affiliate Partner’s web site in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies that Paxis may create and amend from time to time regarding the Affiliate Program.

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* 1. The Affiliate Partner will only use such items in the form, size, content, and appearance that Paxis provided them to the Affiliate Partner. The Affiliate Partner is not permitted to modify them. The Affiliate Partner agrees to display these items prominently on its web site. These items may only be used in if they contain a hypertext link to the Paxis web site. This license shall immediately terminate upon the termination from the Affiliate Program. Paxis may also terminate this license upon notice to the Affiliate Partner in the event that the Affiliate Partner’s use of these items is contrary to or does not conform to its standards, such standards to be determined in its sole and absolute discretion. The Affiliate Partner agrees that Paxis retains all right, title and interest in and to all such materials. Paxis will retain all goodwill and other value associated with any of these materials. The Affiliate Partner will not gain any trademark, copyright or other proprietary rights to such materials. The Affiliate Partner agrees not to take any action that is contrary to or inconsistent with the rights or Paxis to these materials. The Affiliate Partner will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to Paxis, or that paints Paxis in a false or negative light. Paxis may revoke the limited license granted hereunder at any time in writing to the Affiliate Partner. Upon termination or revocation, the Affiliate Partner will immediately cease from any use this material.
	2. The Affiliate Partner is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to Paxis or to any other party and which may appear on the Paxis web site.
	3. The Affiliate Partner grants to Paxis a non-exclusive right and license to use the Affiliate Partner’s trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Affiliate Partner participation in the Paxis Affiliate Program. The Affiliate Partner represents and warrants to Paxis that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. The Affiliate Partner represents and warrants to being the absolute, sole and exclusive owner of all such materials and the owner of all trademark rights, copyrights, and other proprietary rights in and to the same. The Affiliate Partner represents to have the right, power, and authority to license said materials to Paxis as aforesaid, and that the Affiliate Partner is not under any legal or contractually limitation on the right to so license these materials. Paxis has no obligation to announce, advertise, market, or promote the Affiliate Partner participation in the Paxis Affiliate Program, but reserves the right to do the same at its sole discretion.
1. **PRODUCT AVAILABILITY**

Paxis cannot guarantee product availability or the term of any price or special promotion or offer.

1. **RESPONSABILITIES**

The Affiliate Partner is responsible for all matters pertaining to the Affiliate Partner own web site including its development, maintenance, operation and placing links on the Affiliate Partner’s site in compliance with the terms of the Affiliate Program. The Affiliate Partner is completely responsible for all items that appear on its site and for assuring that such items do not infringe upon or violate the rights of any other party. Paxis is not responsible for any matter pertaining to the Affiliate Partner’s site or the content thereof and the Affiliate Partner holds Paxis harmless and indemnifies Paxis from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Affiliate Partner’s web site and business. Such indemnity includes the costs and attorney fees Paxis incurs in defending any such matter. The Affiliate Partner represents and warrants to Paxis that its site does not and will not contain any materials that are illegal and that the Affiliate Partner’s site is not operated for an illegal purpose or in an illegal manner.

1. **REPRESENTATIONS AND WARRANTIES**

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The Affiliate Partner hereby represents and warrants to Paxis to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Affiliate Partner’s entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.

1. **TERM**

The effectiveness of this Agreement shall not commence until the Affiliate Partner Affiliate Program Application is accepted by Paxis. The effectiveness hereof and binding effect shall occur upon the acceptance of the Affiliate Partner Affiliate Program Application by Paxis. This Agreement shall remain in full force and effect until terminated by the Affiliate Partner or by Paxis. Either Paxis or the Affiliate Partner may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via Email to the Affiliate Partner at the Email address indicated in the Affiliate Partner Affiliate Program Application. Any and all notices to the Affiliate Partner via Email at such address shall be deemed to be effective notice to the Affiliate Partner for all purposes.

1. **TERMINATION**

The Affiliate Partner will forfeit all right to receive past commissions that may have accrued to the Affiliate Partner if this Agreement is terminated as a result of the Affiliate Partner failure to comply with the terms of this Agreement or any policies and procedures of Affiliate Program that may be established and amended by Paxis in its discretion from time to time. If this Agreement is terminated for any other reason, the Affiliate Partner will have a right to receive its accrued commissions through the effective date of termination; provided, that if the Affiliate Partner total commissions due hereunder do not exceed $10.00, such accrued commission shall be forfeited. Paxis has the right to withhold final commission payments for sufficient time in order to assure that the amount paid to the Affiliate Partner is accurate and not subject to later adjustment for returns or any other reason. If following final payment Paxis determines that the amount of commissions that the Affiliate Partner were paid was too high, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from the Affiliate Partner to Paxis, and Paxis shall have all legal right to receive a refund of such overpaid commission from the Affiliate Partner.

1. **MODIFICATIONS**

Paxis reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to the Affiliate Partner. Notice of any changes may be given via Email to the Affiliate Partner or by posting such changes in the Affiliate Program sections of the Paxis web site. Such changes and modifications will take effect upon transmission of Email or posting on the Owner’s web site. The Affiliate Partner may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Affiliate Partner and such termination shall be the Affiliate Partner sole and exclusive remedy. In the event that the Affiliate Partner continues to participate in the Affiliate Program following such modifications, the Affiliate Partner will be deemed by the Affiliate Partner continued participation to accept any and all such changes.

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1. **LIABILITIES**
	1. PAXIS HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS WEB SITE OR TO ACCESS ITS WEB SITE USING THE LINK FROM THE AFFILIATE PARTNER’S WEB SITE. FURTHERMORE, PAXIS SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEB SITE, THE AFFILIATE PROGRAM, THE AFFILIATE PARTNER PARTICIPATION IN THE AFFILIATE PROGRAM, THE AFFILIATE PARTNER ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTIBILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE OWNER’S COURSE OF DEALING OR USAGE OF TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT ITS WEB SITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.
	2. PAXIS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER PAXIS WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.
	3. Without limiting the forgoing, the Paxis total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by Paxis pursuant to the terms hereof.
2. **CONFIDENTIALITY**

In the event that any information is disclosed to the Affiliate Partner through the Affiliate Partner participation in the Affiliate Program related in any way to Paxis company and business which Paxis deems to be confidential and proprietary, the Affiliate Partner agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for the Affiliate Partner own purposes. Confidential information will include any information regarding Paxis changes or modifications to this Agreement or this Affiliate Program (which Paxis shall have no obligation to make) or any special treatment that the Affiliate Partner may receive (which Paxis reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to Paxis business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which Paxis considers to be confidential and proprietary.

1. **INDEMNIFICATION**

The Affiliate Partner hereby indemnifies and holds Paxis, and all of the Paxis stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that Paxis may incur and which are based in whole or in part upon the Affiliate Partner participation in the Affiliate Program, any claims that any of the Affiliate Partner trademarks and other proprietary material infringe upon the rights of any other party, the Affiliate Partner breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to the Affiliate Partner use, operation or the content of the Affiliate Partner’s web site.

1. **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the State of Washington. Any and all legal actions relative hereto shall be in the courts of Washington.

1. **RELATIONSHIP OF THE PARTIES**

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agent/servant. The Affiliate Partner has no power or authority to bind Paxis to any obligation, agreement, debt or liability. The Affiliate Partner shall not hold itself out as an agent or representative of Paxis.

1. **NOTICES**

Notices to Paxis shall be by certified mail, return receipt requested addressed to the address contained in this Agreement, or such other address that Paxis provides notice of to the Affiliate Partner via Email or by posting the same on the Affiliates section of the Paxis web site. Notices to the Affiliate Partner shall be by Email addressed to the Email address that the Affiliate Partner provided to Paxis in the Affiliate Partner Affiliate Program Application or by posting such notices on the Affiliate section of the Paxis web site. It shall be the Affiliate Partner responsibility to check the Affiliate section of Paxis web site periodically to monitor all notices set forth thereon.

1. **ASSIGNMENT**

This Agreement is only for the benefit of the party that the Affiliate Partner list in the Affiliate Program Application. The Affiliate Partner shall have not right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

1. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER AFFILIATE PARTNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**SCHEDULE A**

**COMMISSION RATE STRUCTURE**

A commission of 8% will be paid on the sales of Paxis products that are directly sold by a link from the Affiliate Partner’s website, blog or email.