

**Referral Link Terms and Conditions for CheckWriter™ Software:**

Once you accept this Agreement, your participation as a referral link distributor is governed by this Agreement.

Compensation.

CheckWriter™ CD ROM Units are shipped directly to the customer from yourfavorite.com in Boston, MA. Your unique referral link will generate sales where commissions on the previous month will be paid on or before the 25<sup>th</sup> of the following month if the balance due is \$50 or greater.

Commission Rates are as follows:

CheckWriter™ Single User or Best Deal Package: \$25

CheckWriter™ Network Edition: \$50

Return Policy.

Items returned within the first 30 days requiring a refund will be charged back to your balance due at \$25 or \$50 per unit for the Single User or Network Edition respectively.

Technical Support.

Telephone technical support is provided for free during the first 30 days after purchase. Free support is available by fax and email for the life of the product. End users must be able to verify date of purchase if requested. End users may be required to register the software before receiving support by phone.

Intellectual Property.

No right, property, or interest in any yourfavorite.com licensed materials owned by yourfavorite.com or any of its affiliates is intended to be given to or acquired by you by the execution of or the performance of this Agreement.

Term and Termination.

The term of this Agreement will begin upon acceptance of this agreement (the Effective Date) and shall remain effective, unless sooner terminated, for an initial term of one (1) year from the Effective Date. After the initial term, this Agreement will automatically renew for successive one-year periods. Either party may terminate this Agreement at any time and for any reason upon 30 days' prior written

notice to the other party. Yourfavorite.com may terminate this agreement in writing with 24 hours' notice should you violate any of the terms of this agreement.

Please read and agree to our general terms of service, and privacy policy. They can be found at:

<http://yourfavorite.com/about/tos.htm>

<http://yourfavorite.com/about/privacy.htm>

#### Your Representations and Warranties.

You hereby represent and warrant to us that: (i) you have duly and validly executed this Agreement and it constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; (ii) the execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (a) any provision of law, rule, or regulation to which you are subject, (b) any order, judgment, or decree applicable to you or binding upon your assets or properties, (c) any provision of your by-laws or certificate of incorporation if applicable, or (d) any agreement or other instrument applicable to you or binding upon your assets or properties; (iii) no consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby; and (iv) there is no pending or, to the best of your knowledge, material threatened claim, action, or proceeding against you, or any subsidiary of yours, with respect to the execution, delivery or consummation of this Agreement, or with respect to your trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.

#### Indemnification.

You agree to indemnify, defend and hold harmless yourfavorite.com and our parents, subsidiaries, affiliates, successors and assigns from any and all losses, liabilities, damages, actions, claims, expenses, and costs including, without limitation, reasonable attorneys' fees, which result or arise from or related to the development, operation, maintenance, and contents of your development or work, or your negligence or breach of this Agreement.

#### General Provisions

**Independent Parties.** Nothing contained herein shall imply any partnership, joint venture or agency relationship among the parties, and no party shall have the power to obligate or bind another party in any manner whatsoever, except to the extent herein provided.

**Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their

respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

#### Modification.

Yourfavorite.com may modify any of the terms and conditions contained in this Agreement, at any time in its sole discretion, upon 7 days written notice. You will be notified of any modification by yourfavorite.com prior to the effective date of the modification. Modifications may include, but are not limited to changes in the rate of compensation, payment procedures, term, and standard rules. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement. Your continued participation in the Program following notification to you of such modification will constitute binding acceptance of the change.

Notices and Approvals. You shall send any notice or request for approval to us at [HELP@yourfavorite.com](mailto:HELP@yourfavorite.com) or Box 230641, Boston, MA 02123..

#### Payment Terms.

Payment must be received in full prior to shipping for all merchandise. We require you have a payment form on file that will be billed for all orders you place. This is called your default payment method. You may use any other form of payment when you place an order, should you choose not to use your default method. No merchandise is shipped before payment is received under any circumstance.

#### Acceptance.

Please indicate your agreement to these terms and conditions by signing in the space provided below. You acknowledge that you have read this agreement and agreed to all the terms and conditions. Please provide your social security number or corporate tax identification number below.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Tax Identification: \_\_\_\_\_

W-9 Form Must also be completed and returned with this document.

Your Signature: \_\_\_\_\_

Your Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_