



**INVESTIGATIVE SCREENING  
AND CONSULTING**

**Rewards Program Application and Agreement for Brokers and Associations**

To participate in the ISC Rewards Program, you must agree to the following:

This Rewards Program Agreement ("Agreement") contains the complete terms and conditions between Investigative Screening and Consulting, a dba of AAA Tenant Screening, Inc. hereinafter called "ISC", the ISC Rewards Program hereinafter called "Rewards Program," and you, hereinafter called "Participant," regarding your application to participate as a Rewards Program member relating to the establishment of links from your website to our website, ISC.com.

**BY SUBMITTING AN APPLICATION TO PARTICIPATE AS A MEMBER OF THE ISC REWARDS PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**ISC's Rewards Agreement Definitions**

Any use of the words "We", "Our", "Us", - "ISC", (collectively, "ISC")

Any use of the words "You", "Your" and "Participant(s)" - the business, individual or entity applying for participation in the ISC Rewards Program, or that displays ISC's products, services and/or promotions on its website and/or through offline representation through the Participant tracking code in exchange for receiving remuneration from ISC for sales resulting from such display.

"Participant Site" - the Participant's Internet site which displays ISC Products and Services and/or promotions.

"ISC Products and Services" - web hosting and related products and services that are available for purchase through ISC.com.

"Commission Fees" or "Commissions" - Under the Rewards Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to ISC under and in accordance with this Agreement.

"Qualified Purchase" - a sale of ISC Products and Services by ISC, to a Referred Customer which meets the criteria set forth in Section 5 hereof.

"Referred Customer" - each new and unique customer referred from Participant through a Link (defined in Section 2 below) provided by or approved by ISC, which meets the criteria set forth in Section 5 hereof.

"Registration Form" - any and all order forms, Registration Forms, or other sign-up or

acceptance form (whether online, paper, fax, or otherwise) submitted by Participant or, as applicable, the Referred Customer to make a Qualified Purchase.

Requirements:

- **Enrollment in the Rewards Program** To begin the enrollment process, you must submit a complete this Rewards Program Signup Form.  
ISC will evaluate Participant's application in good faith and will notify Participant acceptance or rejection in a timely manner. ISC may reject Participant's application if ISC determines (in its sole discretion) that Participant's site is unsuitable for ISC's Rewards Program for any reason, including, but not limited to, inclusion of content that is, in ISC's opinion, unlawful or otherwise does not meet our Acceptable Use Policy located at <http://www.iscscreening.com/privacy-policy.php>. If ISC rejects Participant's application, for any reason, Participant may not reapply to the ISC Rewards Program utilizing the same domain name/URL if that domain name/URL has already been rejected nor may Participant reapply using a different domain/URL name then add the previously rejected domain name/URL. ISC, in its sole discretion, reserves the right to notify or to not notify any prospective Participant of their rejection or removal from the ISC Rewards Program at any time.
- **Promotion of ISC's Rewards Relationship.** If Participant qualifies and agrees to participate as a Participant, ISC will make available to Participant a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which are subject to the terms and conditions hereof. The Links will serve to identify Participant's site as a member of the ISC Rewards Program and will establish a Link from Participants site or e-mail to ISC's site or e-mail. The Links may connect to any area of ISC's sites (although commissions will only be issued on Qualified Purchases). In utilizing the Links, Participant agrees that Participant will cooperate fully with ISC in order to establish and maintain such Links. Participant also agrees that Participant will display on Participant's site only those graphic or textual images (indicating a Link) provided by ISC or text messages expressly approved in advanced in writing by ISC. All Participant's Sites shall display such graphic and/or textual images prominently in relevant sections of Participant's site. Furthermore, Participant agrees not to use cookie stuffing techniques that set the Participant tracking cookie without the Referred Customer's knowledge. (example: iframe). Any information with respect to ISC that is going to be displayed on Participant's site must be provided by ISC and expressly approved by ISC in writing in advance of any display. EXCEPT AS PERMITTED ABOVE OR IN SECTION 13 BELOW, PARTICIPANT SHALL NOT AND ARE NOT AUTHORIZED TO (i) USE THE ISC TRADEMARKS, LOGOS, NAME OR ANY OF ISC'S OTHER INTELLECTUAL PROPERTY (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) (ALL OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, THE "LINKS" AND THE "LICENSED MATERIALS" (DEFINED BELOW), ARE REFERRED TO HEREIN AS "ISC'S IP"), WITHOUT ISC'S EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE ISC'S IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR

PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE; (iii) CAUSE OR CREATE OR ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF ISC'S IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. PARTICIPANT'S USE OF ISC'S IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER (IN ADDITION TO BEING A BREACH OF THIS AGREEMENT) SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF OUR TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY ISC'S LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH ISC SEEKS TO ENFORCE ISC'S RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF OUR INTELLECTUAL PROPERTY RIGHTS. All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. Participant is not allowed to post any refunds, credits or discounts, or other content concerning ISC or the Rewards Program, unless ISC has given Participant prior written permission in each instance. Participant may only use coupons and discounts that are provided exclusively through the Rewards Program using banners and links. Each Link connecting users of Participant's site to the pertinent area of ISC's site will in no way alter the look, feel, or functionality of ISC's site. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in Participant's termination from the program or withholding of Commissions.

- **FTC Endorsement Compliance** It is the intent of ISC to treat its customers fairly and to comply fully with all Federal Trade Commissions regulations related to advertising. As such, we require our Participants to comply with these regulations. This includes, but is not limited to, [Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising](#), which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case ISC) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser. For more information and suggestions about how to comply with these guidelines, please visit our page entitled "[Participant Disclosure Requirements and Examples](#)." (Please note: this page is only intended to provide guidance. It does not purport to provide legal advice, nor does it guarantee that you'll be in compliance with FTC regulations should you follow the suggestions presented there.) Participant is advised to seek and obtain its own legal advice on how these rules apply to Participant's website or other promotional activities for which Participant receives compensation. ISC reserves the right to withhold commission fees and cancel the Participant relationship with Participant should ISC determine, at ISC's discretion, that Participant is not in compliance with the previously mentioned guide or other FTC regulations/guides ISC deems relevant.

- **Order Processing.** ISC will process orders placed by Referred Customers. ISC reserves the right, in ISC's sole discretion, to reject orders that do not comply with certain requirements that ISC may establish from time to time. All aspects of order processing and fulfillment, including ISC service, cancellation, processing, refunds and payment processing will be ISC's responsibility. ISC will track the Qualified Purchases generated by Participant's website and will make this information available to Participant through ISC's website. To permit accurate tracking, reporting, and Commission accrual, Participant must ensure that the Links between Participant's website and ISC's website are properly formatted.
- **Commission Determination.** Under the Rewards Program, Participant will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that Participant referred to ISC through their online link under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):
  - Each Referred Customer must be a new and unique visitor to ISC and must register by completing and submitting the Registration Form from the Participants website using a valid and unique account and billing information.
  - Commission may not be paid for a Referred Customer that has transferred from any of ISC's Participant's partners or subsidiaries.
  - Each Referred Customer must make a Qualified Purchase, and provide a valid payment for the purchased ISC Products or Services. To generate a Commission Fee for Participant, each Referred Customer must be an active, qualified customer of ISC and must be up-to-date in all payments at the time the Commission Fees are processed and not have been subject to a refund, credit, cancellation, suspension or chargeback.
  - Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from Participant to ISC under this Agreement.
  - Each Referred Customer must remain in compliance with our Terms of Service, Acceptable Use Policy and other policies that are active at the time the Commission Fees are processed.
  - Commission Fees may not be paid for the Qualified Purchase if the Referred Customer has been offered or received coupons, refunds, credits or discounts from the Participant or if the Referred Customer has joined a business-opportunity program (as determined by ISC in its sole discretion) that is managed or participated in by the Participant, unless ISC has provided its prior written permission.
  - If a Referred Customer has received a popup with a discounted offer, while leaving ISC's site during their purchase, ISC will NOT pay commissions on that purchase.
- ISC reserves the right to withhold initial Commissions Fees for Participants who are new to the Rewards program, or who have commissions that are potentially fraudulent as determined by ISC in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers. ISC reserves the right to suspend payment of Commission

Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Participant or a Referred Customer(s). ISC reserves the right to deduct from Participant's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled ISC purchases. Where no subsequent Commission Fee is due and owing, ISC will send Participant a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer. ISC, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, for:

- Any account/sale which has not been in an approved status in good standing as an account of ISC for a period of at least thirty (30) days.
- All commissions generated for accounts that may be fraudulent, including but not limited to the use of software that generates real and fictitious information.
- If ISC deems orders to be fraudulent or sees a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same customer, or referral of accounts which do not comply with this Agreement. ISC reviews account information (including site content) to assess referrals.
- Altering Our Links in any way.
- Referred Customers that have been offered or received coupons, refunds, credits or discounts from the Participant or for Referred Customers who have joined a business opportunity program that is managed or participated in by the Participant, unless ISC has provided written permission.
- Customers engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by ISC and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined by ISC.
- Participants whom ISC believes may be artificially submitting Referred Customers, engaging in the advertisement of business-opportunity sites (as determined by ISC in its sole discretion), using marketing practices that ISC deems to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.
- ISC reserves the right to immediately cancel or withhold for later review any Commission Fee based on the foregoing or that otherwise fails to meet the Criteria. It is the responsibility of the Participant to monitor the payment, denial and withholding of Commission Fees; ISC is not obligated to actively notify Participant of the status of Commission Fees. If a Participant has a question about a Commission Fee that has been cancelled or withheld, that Participant has 30 days from the day the payment was due to contact ISC to discuss or reclaim the Commission Fee. Any changes to decisions about cancelled or withheld Commission Fees are strictly at ISC's discretion. Commissions for any Referred Customer who is associated with any ISC reseller, referral or other program may be removed from your payment. In other words, Participant may not receive double commissions or compensation. In the event that the Referred Customers that are referred to ISC by a specific Participant are determined to have an excessive cancellation rate (as determined by ISC in its sole discretion), ISC reserves the right to

withhold or decline pending and future Commission Fees for the Participant. Any attempt by an Participant to manipulate, falsify or inflate Referred Customers, Qualifying Purchases or Commission Fees to intentionally defraud ISC or violation of any of the terms of this Agreement constitutes immediate grounds for ISC to terminate this Agreement and will result in forfeiture of any Commission Fees due to Participant.

- **Commission Fee Accrual and Payments.** Subject to the terms of this Agreement, we will pay a Commission Fee equal to the specified percentage or dollar amount set forth in the Commission Report in Your Participant Console on a Qualified Purchase by a Referred Customer. Commissions will be available to redeem at anytime. The Participant Online Rewards Console will allow you to redeem your reward points (commissions) at any time. Commission checks will be mailed out the following business day of the request.
- **Payment Forms/Types.** Commission Fees shall be paid based on the current information in Participant's profile. Please notify ISC promptly of any change in Participant's address by updating Participant's profile information in the Participant console. Participant is responsible for informing ISC of Participant's desired Payment form/type:
  - Participant may choose to receive Commission Fees in the form of check.
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  - Participant may choose to receive Commission Fees in the form of credit to Participant's ISC hosting account. If Participant elects to receive Commission Fees in the form of account credit, a check will not be mailed. ISC will credit Participant's account in the amount of Participant's Commission Fee, as defined in this Agreement;
  - When available, Participant may choose to receive Commission Fees in the form of a PayPal payment. Please refer to PayPal's policy to ensure Participant is eligible to receive payment.
- ISC is not responsible for any third-party fees charged by PayPal, bank or other financial institute used to receive Participant Commission Fees. Check payments will only be reissued within 120 days of original issue date in the case of a lost check or stop-payment request. After 120 days, the payment will be voided. Check cancellation fees may be applied. PayPal payments will only be reissued within 120 days of original issue date in the case of incorrect paypal address or refusal from paypal to accept payment. Participant can update or change desired payment form at any time by updating Participant's Profile located in the Participant Console. Changes to desired payment form may take up to two payout cycles to take effect. ISC, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted. Disputes: Participant has access to ISC's real-time Rewards Program statistics and activity and specifically agrees to file any tracking or commission disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by ISC and Participant forfeits forever any rights to a potential claim.
- **Taxes/Address Changes.** It is Participant's responsibility to provide ISC with accurate tax and payment information that is necessary to issue a Commission Fee to Participant. If

ISC does not receive the necessary tax or payment information within 90 days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase. Each Participant is required to submit a W8/W9 tax form. Participant is responsible for the payment of all taxes related to the commissions Participant receives under this Agreement. In compliance with U.S. tax laws, ISC will issue a Form 1099 to Participant whose earnings meet or exceed the applicable threshold Participant are responsible for informing ISC about changes to postal and e-mail addresses, as well as any changes to Participant's name, email address, contact information, tax identification number, or other personal information that will impact ISC's ability to issue a valid Commission payment. Any address changes must be made in the Participant profile in the Participant Console at least 15 business days prior to the end of the calendar month in order for Commission Fees for that month to be sent to the revised address.

- **Reports of Qualified Purchases.** Participant may log into your Participant Console to review Participant's click through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued on all Referred Customers that appear in the Participant Console.
  
- **Obligations Regarding Your Site**
  - Participant will be solely responsible for the development, operation, and maintenance of Participant's site and for all materials that appear on Participant's site. Such responsibilities include, but are not limited to, the technical operation of Participant's site and all related equipment; creating and posting product reviews, descriptions, and references on Participant's site and linking those descriptions to ISC's website; the accuracy and propriety of materials posted on Participant's site (including, but not limited to, all materials related to ISC Products and Services); ensuring that materials posted on Participant's site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. ISC disclaim all liability and responsibility for such matters.
  - ISC has the right in its sole discretion to monitor signups through Participant's site at any time and from time to time to determine if Participant is in compliance with the terms of this Agreement. If Participant is not in compliance ISC may terminate this Agreement immediately.
  
- **ISC Responsibilities.** ISC will be responsible for providing all information necessary to allow Participant to make appropriate Links from Participant's site to ISC's site. ISC will solely be responsible for order processing for orders/Qualified Purchases placed by a Referred Customer following a Link from Participant's site, for tracking the volume and amount of Qualified Purchases generated by Participant's site, and for providing information to Participant regarding Qualified Purchases statistics. ISC will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds and related ISC service. Any determination made by ISC regarding the foregoing shall be binding absent manifest error.



- **Policies and Pricing.** Referred Customers who buy ISC Products and Services through the Participant network will be deemed to be ISC's Customers. Accordingly, all of ISC's rules, policies, and operating procedures concerning ISC orders, ISC service, and ISC Products and Services sales will apply to those Customers. ISC may change its policies and operating procedures at any time. For example, ISC will determine the prices to be charged for ISC Products and Services sold under the Participant Network in accordance with ISC's own pricing policies. Prices and availability of ISC Products and Services may vary from time to time, from Participant to Participant, and from region to region. Because price changes may affect products that Participant has listed on Participant's site, Participant may or may not be able to include price information in Participant's product descriptions. ISC will use commercially reasonable efforts to present accurate information, but ISC cannot guarantee the availability or price of any particular product or service. Please note that by signing up to be a member Participant, Participant agrees to both this Agreement and Our [Terms of Service](#).
  
- **E-mails and Publicity** Participant shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM") without prior written consent from ISC for each and every day when any bulk mailing will occur. ISC, in its sole discretion, reserves the right to reject each and every e-mail mailing. Additionally, Participant may only send e-mails containing an ISC Participant link and or a message regarding ISC or ISC's Rewards Program to person(s) who have been previously contacted and whom consented to the fact that the Participant will be sending an e-mail containing ISC information or information about the ISC Rewards Program. Failure by Participant to abide by this section, CAN-SPAM Act of 2003 or our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by Participant and foreclose any and all rights Participant may have to any commissions. If Participant's account has excessive clicks in a very short period of time as determined by ISC in its sole discretion, the Participant relationship may be terminated.
  
- **Licenses and Use of the ISC.com, Logos and Trademarks.**
  - Subject to the limitations set forth in Section 2 above and otherwise in this Agreement, ISC grant Participant a non-exclusive, non-transferable, revocable license to (i) access ISC's site through the links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use the ISC.com trademarks and logos and similar identifying material relating to ISC (but only in the form(s) that they are provided by ISC) (collectively, the "Licensed Materials"), for the sole purpose of selling ISC Products and Services on Participant's site and as approved in advance by ISC. Participant may not alter, modify, or change the Licensed Materials in any way. Participant is only entitled to use the Licensed Materials to the extent that Participant is a member in good standing of the ISC Rewards Program.
  - Participant shall not make any specific use of any Licensed Materials for purposes other than selling ISC Products and Services, without first submitting a sample to ISC and obtaining the express prior written consent of Participant's ISC account executive, which consent shall not be unreasonably withheld. Participant agrees not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays ISC, any hosted member of ISC or any ISC employee or



representative in a negative light. ISC reserve all of its rights in the Licensed Materials and of ISC's other proprietary rights. ISC may revoke Participant's license at any time, by giving Participant written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

- Participant grants to ISC a non-exclusive license to utilize Participant's names, titles, and logos, as the same may be amended from time to time (the "Participant Trademarks"), to advertise, market, promote, and publicize in any manner ISC's rights hereunder; provided, however, that ISC shall not be required to so advertise, market, promote, or publicize the Participant's Trademarks. This license shall terminate upon the expiration or termination of this Agreement.
- **Term of the Agreement.** The term of this Agreement will begin upon ISC's acceptance of Participant's ISC Rewards Program application and will end when terminated by either party. Either Participant or ISC may terminate this Agreement at any time, with or without cause. Participant is only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related ISC Products and Services are not cancelled and comply with all Terms laid out in this Agreement. ISC may withhold Participant's final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by ISC in its sole discretion. Any Participant who violates either this Agreement or ISC's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the ISC Rewards Program. ISC reserves the right to remove a Participant from the Rewards Program, and to terminate or suspend this Agreement, at an time for any reason, in ISC's sole discretion. Without limitation, Participant's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Participant's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.
- **Modification** ISC may modify any of the terms and conditions contained in this Agreement at any time in ISC's sole discretion. Such modifications shall take effect when posted on ISC's site. ISC, in its sole discretion, reserves the right to notify Participant by e-mail and further reserves the right to withhold notification of any changes made to this Agreement. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts/percentages, payment procedures, Commission Fee payment schedules, and Reward's Program rules. If any modification is unacceptable to Participant, Participant's only recourse is to terminate this agreement. Participant continued participation in the Rewards Program following ISC's posting of a change notice or new agreement on ISC's site will constitute binding acceptance of the change.
- **Disclaimers.** ISC make no express or implied warranties or representations with respect to the Rewards Program or any ISC Products and Services sold through the Rewards 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, ISC make no representation that the operation of ISC's site will be uninterrupted or error free, and ISC will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

- **Relationship of Parties.** Participant and ISC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Participant will have no authority to make or accept any offers or representations on ISC's behalf. Participant will not make any statement, whether on Participant's site or otherwise, that reasonably would contradict anything in this Section.
  
- **Representations and Warranties.** Participant hereby represent and warrant to ISC as follows:
  - This Agreement has been duly and validly executed and delivered by Participant and constitutes Participant's legal, valid, and binding obligation, enforceable against Participant in accordance with its terms.
  - The execution, delivery, and performance by Participant of this Agreement and the consummation by Participant of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which Participant is subject, (ii) any order, judgment, or decree applicable to Participant or binding upon Participant's assets or properties, (iii) any provision of Participant's by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to Participant or binding upon Participant's assets or properties.
  - Participant is the sole and exclusive owner of the Participant Trademarks and has the right and power to grant to ISC the license to use its trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to Participant or binding upon Participant's assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
  - 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 Participant in connection with the execution, delivery, and performance of this Agreement or the taking by Participant of any other action contemplated hereby.
  - There is no pending or, to the best of Participant's knowledge, threatened claim, action, or proceeding against Participant, or any Affiliate of Participant, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Participant's trademarks, and, to the best of Participant's knowledge, there is no basis for any such claim, action, or proceeding.
  - During the term of the Agreement, Participant will not include in its site content that is, in ISC's opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of ISC's Terms of Service or Acceptable Use Policy.
  - Participant is at least sixteen (16) years of age.
  - Each Referred Customer and each Qualifying Purchase referred or submitted by Participant to ISC, is valid, genuine, unique and not fraudulent and meets each of

the Criteria for generating a Commission Fee as provided in this Agreement.

- **Limitation of Liability.** ISC WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE REWARDS PROGRAM, EVEN IF ISC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ISC'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE REWARDS PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO PARTICIPANT UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- **Indemnification.** Participant hereby agrees to indemnify and hold harmless ISC and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that ISC's use of the Participant Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by Participant herein, or (iii) any claim related to Participant's site(s), including, without limitation, its development, operation, maintenance and content therein not attributable to ISC.
- **Confidentiality.** Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, ISC and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- **Independent Investigation.** Participant's application submission acknowledges that Participant has read this agreement and agrees to be bound by all its terms and conditions. Participant understands that ISC may at any time (directly or indirectly) solicit ISC relationships on terms that may differ from those contained in this agreement. ISC may also solicit ISC relationships with entities that operate websites

that are similar to or compete with Participant's website. Participant has independently evaluated the desirability of participating in the ISC Rewards Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

- **Governing Law.** The laws of the United States and the State of Arizona 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 Maricopa County, Arizona and Participant irrevocably consent to the jurisdiction of such courts. Participant may not assign this Agreement, by operation of law or otherwise, without ISC's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. ISC's failure to enforce Participant's strict performance of any provision of this Agreement will not constitute a waiver of ISC's right to subsequently enforce such a provision or any other provision of this Agreement.

I, FOR MYSELF AND/OR AS A REPRESENTATIVE OF THE ENTITY IDENTIFIED ABOVE, INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME A PARTICIPANT IN THE ISC REWARDS PROGRAM UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE REWARDS PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING PURCHASES TO ISC UNDER ITS REWARDS PROGRAM AND/OR BY COLLECTING AND COMMISSION FEES FROM ISC.

This file was last modified July 9, 2014.