

Singer22.com Affiliate Program Terms and Conditions

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Singer22.com Affiliate Program (the "Program"). As used in this Agreement, "we" (and "us" and "our") means Singer22.com, affiliated websites and companies, and "you" (and "your") means the applicant. "Site" means a World Wide Web site.

1. Join our Affiliate Program

To begin the enrollment process you must submit a completed Affiliate Program application. Upon receipt of your application we will evaluate it and notify you of its acceptance or rejection. We reserve the right to reject or cancel applications for any or no reason. For example, we may reject or cancel your application if we determine that your site is unsuitable for the Program, including if it:

- A. Promotes sexually explicit materials or images
- B. Promotes violence, racism or political views
- C. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- D. Promotes any illegal activities
- E. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- F. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- G. Contains software downloads that potentially enable diversions or hijacking of potential commissions from other affiliates within in our program.
- H. Utilizes Pop-Up or Pop-Under to link to our site. Any method that automatically plants an affiliate cookie without a click through is strictly prohibited. The use of full page creatives are fine, however, any method that automatically redirects the customer to Singer22.com website by execution of an affiliate link is in violation of our Affiliate Program Agreement. The visitor must click on a Singer22.com affiliate link to set the affiliate cookie.
- I. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (at our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.
- J. Affiliates who are terminated from the Program are forbidden to reapply at any time in the future. Any such attempts to do so will result in commissions not being issued.

2. Links on Your Site

We grant you a revocable, non-exclusive, worldwide, royalty-free license for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your site to our site, to establish and maintain lists, links and search boxes as detailed below:

Product Links: You may promote any product in the Singer22.com product offering. It is the responsibility of the affiliate partner to ensure these links are up to date at all times. Offers may be withdrawn at any time.

This agreement does not include any other type of product or products located in any other part of our site or any products not fulfilled directly by Singer22.com- unless a specific program is in place with the fulfillment partner. You may display on your site a short description, review, or other reference for product promotion. You will be responsible for the content, style and placement of these references. Suggested graphics and descriptive texts may be made available to you and you are encouraged to use them. You will provide a special link (as defined below) from the Product reference on your site to the corresponding Singer22.com entry. Each link will connect directly to a single item or product category in the Singer22.com online catalog, using a special link format that we give you (a "special" link). You may add or delete Products (and related links) from your site at any time without our approval.

General Link to Singer22.com Homepage: You may provide a general link on your site to our homepage. We will provide you with guidelines and graphical artwork to use in linking to the Singer22.com homepage.

Except for the license granted under this Section 2, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to the Special Links, link formats, technical specifications, guidelines or graphical artwork referenced above, or with respect to the Singer22.com domain name.

3. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the Singer22.com site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing. Among other things, we will prepare order forms; process payments, cancellations and returns; and handle customer service. We will track sales made to customers who purchase Products using Special Links from your site to our site and will send you reports summarizing sales activity. The form, content and frequency of the reports may vary from time to time at our discretion. To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your site and our site are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your site and our site are not properly formatted.

4. Referral Fees

For a product sale to generate a referral fee, the customer must follow a Special Link (in the format specified by us) from your site to the Singer22.com site; purchase the Product on the Singer22.com site using our automated ordering system; accept delivery of the Product at the delivery destination and remit full payment to Singer22.com. We will pay referral fees during the cookie session life of 30 calendar days.

"Session" shall mean the period beginning upon a visitor's entry to our site via a Tagged Link (regardless of whether the visitor leaves and then returns to the site) and ending 60 days thereafter if the visitor accepts "cookies" from our site (see explanation below).

Any Session in progress will automatically terminate upon the expiration or termination of this Agreement or upon the visitor deleting our cookie.

Note regarding Net Sales - Net Sales include only "shipped" sales. Orders entered for which the product does not ship are not considered as sales.

Note regarding "Cookies": To keep track of the Session, we use a small text file called a "cookie" that is placed on the hard drive of the visitor's computer. Some web browsers permit users to elect not to receive cookies. Only visitors who accept cookies can be tracked for referral fees. You understand that no referral fee can be paid for any purchase made by a visitor who does not accept "cookies" or who has deleted our "cookies" during a session.

5. Fee Payment

We will pay you affiliate fees monthly depending on total sales volume. The payout amount is posted with our affiliate technology provider and may be changed at any time for any reason by Singer22.com without notice. Approximately 30 days following the end of each calendar month, we will send you payment for the affiliate fees earned on Qualifying Products that were shipped during that month, less any shipping, returns, credit card chargebacks or taxes that we are required by law to withhold.

6. Policies and Pricing

For the avoidance of doubt, customers who buy Products through this Program will be customers of Singer22.com. Accordingly, all Singer22.com rules, policies and operating procedures concerning customer orders, customer service and Product sales will apply to those customers. Such policies and operating procedures may be changed at any time. For example, Singer22.com will determine the prices to be charged for Products sold under this Program in accordance with its own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you already have listed on your site, you must not include price information in your Product descriptions.

Singer22.com will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

7. Identifying Yourself as an Affiliate

We will make available to you a small graphic image that identifies your site as a Program participant. You may display this logo or the phrase "In association with Singer22.com" somewhere on your site. We may modify the graphic image from time to time. In addition, we encourage (but do not require) you to include a link to the Singer22.com homepage at <http://www.Singer22.com>.

You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. You may e-mail affiliates@Singer22.com if you wish to get written consent.

8. Limited License

We grant you a nonexclusive, revocable right to use the materials described in Section 2 and such other images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. You may not modify the icon or any of our images in any way. We reserve all of our rights in the icon, any other images, our trade names and

trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

9. Responsibility for Your Site

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for: the technical operation of your site and all related equipment; creating and posting Product descriptions on your site and linking those descriptions to the Singer22.com catalogue using Special Links and special link formats provided by us; the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials) ensuring that materials posted on your site do not breach or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy or other personal or proprietary rights; ensuring that materials posted on your site are not defamatory or illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and contents of your site.

10. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. 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 only eligible to earn referral fees on sales of Qualifying Products occurring during the term and fees earned up to the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, you must promptly return to us, or at our request, destroy any and all of our intellectual or proprietary property, information and/or materials in your possession and, subject to receiving written consent to the contrary from us, remove all hypertext links to our site from your site.

11. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE Program FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

12. Relationship of Parties

You and we are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties or our respective affiliates. You will have no authority to make or accept any offers or representations, guarantees or warranties on our or our affiliates' behalf, including with respect to our or our affiliates Products or services. You will not make any statement or representation, whether on your site or otherwise, that you are connected or affiliated with us or our site, other than for the purpose of referring users to our site as defined under this Agreement, or that otherwise reasonably would contradict anything in this Section.

13. Limitation of Liability

Neither we, nor any of our affiliates, will be liable for indirect, special or consequential damages (or any loss of revenue, profits or data) arising in connection with this Agreement or the Program, even if we, or any of our affiliates, have been advised of the possibility of such damages. Further, to the fullest extent permitted by law, our and our affiliates' collective aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement at the time the act or omission giving rise to the liability occurred.

14. Disclaimers

To the fullest extent permitted by law, neither we nor any of our affiliates makes any express or implied warranties or representations with respect to the Program or any Products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), and the same are hereby excluded. In addition, neither we, nor any of our affiliates, make any representation that the operation of our site will be uninterrupted or error-free and none of us will be liable for the consequences of any interruptions or errors.

15. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE OR ANY OF OUR AFFILIATES MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE Program AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

16. Miscellaneous

This Agreement will be governed by the laws of the State of New York, without reference to rules governing choice of laws. 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, 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 provision or any other provision of this Agreement.

17.

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site or the links or Tagged Links will be uninterrupted or error-free, or will not be re-routed or "black holed." As a result, we might temporarily be unable to capture information regarding Tagged Links. We will not be liable for the consequences of any such interruptions or errors. The Program is intended for commercial use only. **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 OR MAINTAIN AFFILIATES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Notices to you are effective if provided in writing to the postal addresses, electronically to the e-mail address set forth in the application or if posted on our website. Notice to us may be given in writing to Singer22.com, Store 2-441 Glen Cove Road, East Hills, NY 11577, Attention: Affiliate Marketing Program; or by e-mail at affiliates@singer22.com. This Agreement will be governed by the laws of the state of Texas 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 San Antonio, Texas 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, 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 performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.