

AFFILIATE AGREEMENT This is a Agreement between Eastern Digital Resources, a company of the State of Georgia, with its principal office at 5705 Sullivan Point Drive, Powder Springs, GA 30127, and its Internet Sales Affiliate.

DEFINITIONS

"Agreement" refers to this contract.

"ResearchOnLine" refers to the web site of Eastern Digital Resources located at URL: <http://www.researchonline.net>.

"ResearchOnLine Content" refers to the name, logo, all text, data, images, photographs, website structure any other materials incorporated into [researchonline.net](http://www.researchonline.net).

"Affiliate" refers to an individual or a legal entity exercising rights under, and complying with all of the terms of this Agreement.

"Affiliate Program" refers to the partnership program developed and provided by Eastern Digital Resources to Affiliate.

"Affiliate Site(s)" refers to web site(s) owned or controlled by Affiliate.

"Link(s)" refers to a hyperlink established from within an Affiliate Site to ResearchOnLine. This is the hyperlink that enables an end user of an Affiliate Site to access [researchonline.net](http://www.researchonline.net).

AGREEMENT DURATION

This Agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party. Termination may happen at any time, with or without cause, by giving the other party written notice of termination.

MODIFICATION

By posting a Change Notice or a new Agreement on this site, Eastern Digital Resources may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to, changes in the scope of available commission fees, fee schedules, payment procedures and Program rules. If any of the modifications are **UNACCEPTABLE TO YOU**, your only recourse is to terminate this Agreement. If you **CONTINUE**

PARTICIPATION IN THE PROGRAM following the posting of a Change Notice or new Agreement, it will be considered as your acceptance of the change.

COMMISSION FEES

You will receive 20% of the retail or discounted price of any of the publications of Eastern Digital Resources as a commission from orders placed through your Affiliate Site. Currently we have over 1000 titles eligible for this program. You may view these titles by accessing our in-print catalog at <http://www.researchonline.net/catalog>.

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the book(s) ordered. Affiliate commissions will only be paid on sales which are made through qualified Affiliates.

Commission fees can only be earned between the acceptance of the Affiliate application and notice of termination. Payment will only be made once Affiliate's account has reached a minimum balance of \$50.00. Fees will be paid by check mailed to Affiliate's address of record on the first day of each month by Eastern Digital Resources. Fees will only be paid in United States dollars. Any returned checks, charge backs, or returned orders made after the monthly payment of Affiliate's commission will be adjusted in the following fee payment. If no fee payment is due for the following month a billing invoice for the amount will be issued. Nonpayment of this invoice will result in immediate termination of Affiliate's account.

EXCLUSIVITY

Affiliate will not participate in any similar Affiliate Program with, or provide any sort of Link to a website other than researchonline.net for the purpose of selling books published by Eastern Digital Resources.

LIABILITY

Eastern Digital Resources will not be liable for indirect, special, or consequential damages or any loss of revenue, profits, or data arising in connection with the Agreement or the Affiliate Program, even if Eastern Digital Resources has been advised of the possibility of such damages. Furthermore, Eastern Digital Resources' aggregate liability arising with respect to this Agreement and the Affiliate Program will

not exceed the total commissions paid or payable to Affiliate under this Agreement.

ORDER PROCESSING

Eastern Digital Resources will be solely responsible for processing every order placed by a customer on the Affiliate Sites. Customers who purchase products through the Affiliate Program will be deemed to be customers of Eastern Digital Resources. Prices and availability of our products may vary from time to time. Eastern Digital Resources policies will always determine the price paid by the customer. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

ORDER TRACKING

Eastern Digital Resources will be solely responsible for tracking orders made through Affiliate. Affiliate will be solely responsible for ensuring that Link(s) to researchonline.net are formatted properly, a necessary prerequisite to tracking such sales. Eastern Digital Resources' Affiliate order tracking system makes use of a "cookie" downloaded to the customer's computer. Customers who disable cookies in their browsers will not be tracked, and affiliate sales will not be recorded. Statements of sales activity will be provided to Affiliate in real-time with a special URL that Affiliate will be assigned.

WEB SITE RESTRICTIONS

Eastern Digital Resources reserves the right not to accept any site into the Affiliate Program based on site content. Sites that Do Not Qualify for the Eastern Digital Resources Affiliate Program include sites that:

- Display or promote sexually explicit images or materials.
- Promote violence and discord.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Promote illegal or questionable activities.
- Violate intellectual property rights.

SPAM (UCE)

Unsolicited Commercial Email - Eastern Digital Resources in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this

policy will result in the termination of this Agreement and immediate dismissal from the Eastern Digital Resources Affiliate Program and forfeiture of any unpaid account balance.

OWNERSHIP

Affiliate acknowledges and agrees that the researchonline.net Content and all portions thereof are and shall remain the sole property of Eastern Digital Resources. Nothing in this Agreement shall confer on Affiliate any right of ownership in any of the campope.com Content. For promotional purposes, Affiliate may copy, post, and/or image-link images of books published by Eastern Digital Resources on Affiliate's Site. Affiliate may also make fair use of product descriptions found on campope.com that refer to publications of Eastern Digital Resources. Except as provided here, Affiliate shall not refer to researchonline.net.com or any offer, product or service of Eastern Digital Resources on any Affiliate Site, whether through use of "teaser" copy or in any other manner, without obtaining Eastern Digital Resources' prior written consent to the content of any such reference. Affiliate will not make any representations or warranties about researchonline.net or publications of Eastern Digital Resources that Eastern Digital Resources has not first approved in writing.

DISPARAGEMENT

During the term of this Agreement, Affiliate will not disparage researchonline.net, or any products or services of Eastern Digital Resources, or display any such items in a derogatory or negative manner on any Affiliate Site.

RELATIONSHIP OF PARTIES

Affiliate and Eastern Digital Resources are independent contractors, and nothing in this Agreement will create any joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on Eastern Digital Resources' behalf. Affiliate will not make any statement, whether on Affiliate's Site or otherwise, that reasonably would contradict anything in this Contract.

DISCLAIMER

Eastern Digital Resources makes no express or implied warranties or representations with respect to the Affiliate Program or Affiliate's

potential to earn income as an Affiliate. In addition, Eastern Digital Resources makes no representation or guarantee that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

This Agreement will be governed by the laws of the United States and the State of Georgia, 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 Georgia, and Affiliate irrevocably consents to the jurisdiction of such courts. Affiliate may not assign this Agreement, by operation of law or otherwise, without Eastern Digital Resources' 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.

By submitting this Affiliate Agreement form, you acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.