

Jamboo Creations Affiliate Program Agreement Terms and Conditions

1) Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or Jamboo Creations, LLC, 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 commissions on service sales occurring during the term.

2) Commissions: We will pay you commissions on sales to third parties. For a sale to be eligible to earn a commission, the customer must click-through a Special Link from your site to our site and purchase products from our online shopping cart within 30 days. Commission amounts are paid for product sales collected from a customer. If a customer fails to pay for their products, Jamboo Creations, LLC, is not liable to pay a commission to the affiliate for that transaction. Direct customer referrals result in a 10% commission of the sale subtotal.

3) Ineligible Commissions: You are not eligible to receive commissions on customers that were recruited with SPAM (Unsolicited Commercial Email), customers that have previously purchased from us more than 30 days prior to your referral, or for customers who purchase then return their items for a refund.

4) Tax Liabilities: You understand that commissions that you are paid will have no taxes withheld from them for any jurisdiction. Individuals in the United States will receive an IRS Form 1099-MISC for the commissions they received. If you register with false information, you will forfeit all future commissions, and risk having your account terminated. Jamboo Creations, LLC, will comply with all information requests from the IRS or other relevant tax authorities.

5) Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on this 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, you must terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement will constitute binding acceptance of the change.

6) Limitation of Liability: We will not 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 have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under Agreement.

7) Independent Investigation: 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 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.

8) Miscellaneous: 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 federal or state courts located in Atlanta, Georgia, 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 be 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 of any other provision of this Agreement.