

Affiliate Terms & Conditions

INTRODUCTION

This Agreement contains the complete terms and conditions that apply to your participation in our Affiliate Program. By using www.berkeyfilters.com, you agree to be bound by its terms of use and shall comply thereof. This Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and computer programs provided by or through the Site, and the subject matter of this Agreement. Amendments to this agreement can be made and effected by us from time to time without specific notice to you. Agreement posted on the Site reflects the latest agreement and you should carefully review the same before you use our site.

PROGRAM PARTICIPATION

To participate in our program, you need to submit a complete Affiliate application via our site. We reserve, however, the right to reject your application or terminate this agreement any time upon written notification to you.

USE OF THE SITE

The Site allows www.berkeyfilters.com to post offers of advertising programs sponsored by www.berkeyfilters.com or its affiliates on the system. The Programs will specify the amount and terms under which Publisher will receive payment when the applicable Program's requirements are fulfilled. Compensation is derived from a specified event identified in a Program, such as clicks, click-throughs, sales, registrations, impressions and leads. The definition of the Event associated with a Program is set forth in the Program's specifications, and such definition shall govern. If Publisher accepts a Program, Publisher agrees to place that Program's advertising creative on Publisher's Media, in accordance with the terms of the relevant Program and these Terms and Conditions.

LIMITED RIGHT TO USE & PROHIBITIONS

The site gives you a revocable right to view, print or download of any content, video, audio, graphic, form or document from the Site which is nonexclusive and shall be used solely for your personal, noncommercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. Reproduction in any form or incorporation into any information retrieval system, electronic or

mechanical, other than for your personal, noncommercial use on any part of any content, graphic, form or document, shall be prohibited.

BANNER AND LINK GUIDELINES

Consumers must first come to your site where you have a Berkey Filters banner or affiliate link hosted on your own site. They then must be able to click either a banner or a link in order to come to our site for purchase. Navigation or pages that automatically redirect to ours are prohibited.

Example that is Allowed: Consumers come to your site, see a banner or link for Berkey Filters, click the banner or link, and then come to our site for a purchase.

Example that is NOT Allowed: Consumer searches for Berkey Filters in a search engine, sees a search result that is from your site, then click the link and it automatically redirects them to our site.

Example that is NOT Allowed: Consumer comes to your page, sees a navigation option, clicks on it and automatically gets redirected to our site.

ACCEPTABLE ADVERTISING METHODS

As an affiliate, you earn revenue by generating sales/leads of our products or our affiliates' products. You generate these sales/leads by encouraging web users to visit our sites. You may advertise products via: email, banners, text links and button links, as well as any other content provided by your affiliate manager. ALL PAY-PER-CLICK ADS SUCH AS GOOGLE ADWORDS, BING, ETC. THAT LINK DIRECTLY TO OUR SITE ARE STRICTLY PROHIBITED.

COMMISSION / REFERRAL FEES

Payment of commissions and or referral fees shall be based on the number of leads closed or sold products that you referred to us thru a special link. Commissions are paid on gross sales, excluding tax and shipping where applicable. Processing of payment is free of charge, however payment made to you via paypal will be subject to paypal's own payment processing fees. Modifications and or amendments for any reason at any time to the Commission Structure of our program shall be reserved by www.berkeyfilters.com and such changes shall be posted at our web site or emailed to your notification email. Your continued link to your affiliate site will be considered as acceptance of these changes. Commissions can go up as well as down.

PAYMENTS AND PROCESSES

Commissions paid to affiliate are based on closed leads and or sold products. The said commission will be paid within 45 days for the prior month after your request if the sum of commissions exceeds the minimum transfer amount of USD \$100. The bank transfer expenses are covered by the commissions to be paid to the Affiliate member. We also give you an option

to use your commissions as a credit for purchasing goods and services provided by our company. If an Affiliate account is not earning commissions for 6 months we have right to terminate Affiliate membership and forfeit any unpaid commissions.

If this agreement is terminated for any reason other than infringement of this agreement commissions will be paid to the affiliate even if the commissions due at that time are less than US\$100.

TERM OF THE AGREEMENT

This agreement shall commence from the time of our acceptance of your affiliate application and shall end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site all graphics, banners, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. Members and affiliates found not in compliance with the membership and affiliates Terms & Conditions will be immediately terminated without notice.

EDITING, DELETING, AND MODIFICATION

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. 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.

The affiliate links provided by www.berkeyfilters.com are strictly for use on the site or sites indicated on your application. If you change your URL in the future, the Affiliate Manager must be notified in writing of the change, so that it may be approved for use and updated in the affiliate profile.

ACKNOWLEDGEMENT OF RIGHTS

You hereby acknowledge that all rights, titles, and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to the Program except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

FRAUD

FRAUDULENT ACTIVITIES are highly monitored in our site. If fraud is detected, affiliate's account will be made inactive pending further investigation. The following activities, but not limited to, may be considered as fraudulent and shall be subjected for investigations: have click-through rates that are much higher than industry averages; use fake redirects, automated software, and/or fraud to generate Events from the Programs; click programs generating clicks with no indication by site traffic; have shown fraudulent leads as determined by the Advertisers; If Publisher fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation as determined solely by www.berkeyfilters.com, affiliate will forfeit its entire commission for all programs and its account will be terminated. If the affiliate is notified that fraudulent activities may be occurring on its Media, and affiliate fails to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to us, affiliate shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the event that affiliate has already received payment for fraudulent activities, www.berkeyfilters.com reserves the right to seek credit or remedy from future earnings or to demand re-imbusement from affiliate.

WARRANTY DISCLAIMER AND LIMITATIONS 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 this Agreement.

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 will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. The information, content and services on the site are provided on an "as is" basis. Affiliates use the site and run the programs at its own risk.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients. All information submitted to Affiliate/Publisher by an end-user customer pursuant to a Program is proprietary information of www.berkeyfilters.com, its affiliates, and/or the Advertisers. Such customer information is confidential and may not be disclosed by Publisher. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-WAIVER

Failure of the www.berkeyfilters.com to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

MISCELLANEOUS

By accepting these terms and acting as an affiliate of www.berkeyfilters.com, you agree not to enter into or start a distributorship in direct competition against www.berkeyfilters.com. In the event this policy is violated, the affiliate will forfeit its entire owed commission and its account will be terminated.

As an affiliate of www.berkeyfilters.com you may advertise our products via: email, banners, text links and button links. However, advertising any sales events or promotions that we run through our site, is strictly prohibited. In addition, it is not permissible to advertise a percentage off or coupon for our products without previous arrangement from the affiliate manager.

This Agreement shall be governed by and construed in accordance with the substantive laws of Colorado, without any reference to conflict-of-laws principles.

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Colorado, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is specifically excluded from application of this agreement.

The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein.

The rights of the affiliate of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any affiliate at any time without notice.

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.