

## **Affiliate Program Agreement**

bkcountryproperties.com Affiliate Program Agreement

This Agreement contains the terms and conditions that apply to an individual or entity's participation in the bkcountryproperties.com Online Affiliate Program. As used in this Agreement, "we" means bkcountryproperties.com and "you" means the participant.

bkcountryproperties.com reserves the right to accept or reject any company requesting to be part of our Affiliate Program.

### Linking

We will provide you with the procedures and links to use in linking to our Site. To ensure accurate tracking, reporting and commission accrual, we will provide you with special tagged link formats to be used in all links between your site and our site. You must make sure these links are properly utilized. We will not be held liable for any failure by you to use the bkcountryproperties.com links.

### Use of Materials

We grant you permission to use the graphic images and text solely for the purpose of identifying your site as a Program participant and to assist in generating sales. We reserve all rights to any graphic image and text, or any other images, our trade name and trademark.

### Commissions

Affiliates of bkcountryproperties.com must have the ability to receive funds through PayPal. We will pay commissions on orders that are placed on a click through from your site, including any extra sales as a result of that click through. Commissions will only be paid after an order is fully processed and paid. You will earn 20% on all referral sales of the total qualifying revenue, which excludes costs for shipping, handling, returns and bad debt. Any customer returned products will be deducted from the next payment. Payments will be made within 30 days of any month in which your balance exceeds \$30 USD. Payments will be made through PayPal.

### Order Processing, Policies and Pricing

We will be responsible for all aspects of order processing and fulfillment. We reserve the right to reject any order that does not comply with our requirements. Customers who purchase products through this Program will be deemed to be customers of bkcountryproperties.com. All rules, policies, customer service and product sales will apply to those customers. We may change our policies and procedures at anytime and prices and availability may vary.

### Terms of the Agreement

We may modify any of the terms and conditions of this Agreement, at any time by providing you a change notice or new agreement via e-mail. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our provision of a change or new Agreement will constitute acceptance of the change.

Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. If this Agreement is terminated, you will immediately cease use of, and remove from your site, all links to our site, and all of bkcountryproperties.com trademarks, trade dress, logos, and all other materials provided by or on behalf of us to you in connection with the Program. All commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We may hold your final payment for a reasonable time to ensure the correct amount is paid.

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. Furthermore, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program. 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. Neither party shall be liable to fulfill its obligations hereunder, or for delays in performance, due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of civil or military authority, fires, strikes, floods, epidemics, riots or acts of war.

Miscellaneous

This Agreement will be governed by the laws of the United States and the State of Virginia. Any action relating to this Agreement must be brought in the federal or state courts located in Richmond, Virginia, and you consent irrevocably 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 or any other provision of this Agreement.

Sign below if you agree with the terms of this document.

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