

All Resellers must read and agree to the following terms...

This Reseller Agreement ("Agreement") contains the complete terms and conditions that apply to an individual's or entity's participation in the Veracart Reseller Program (the "Program"). As used in this Agreement, "we" means MyTechSupport, Inc., ("Veracart") and "you" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to Veracart's site or to the site that you will link to our site.

1. Enrollment in the Program

To begin the enrollment process, you will submit a complete Program application via <https://secure.veracart.com/vc/affiliates/signup.html>. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program.

SUITABLE SITES INCLUDE THOSE THAT:

- DO NOT promote violence
- DO NOT promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- DO NOT promote illegal activities
- DO NOT Have an excessive amount of advertising such as sites with just advertisement banners, or sites that generate an excessive amount of pop-ups or pop-unders;
- DO NOT violate intellectual property rights

In this regard, you understand that we reserve the right to conclude that your Site is unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if others' sites have been accepted despite having the same or similar characteristics as your Site. You also understand that if we accept your application, such acceptance shall not imply that your Site does not meet one or more of the criteria that would have permitted us to reject your application. If we reject your application, you are welcome to reapply to the Program at any time. We reserve the right to review your Site any time to verify that your Site meets our standards, and reserve the right to cancel our agreement at any time.

2. Anti-Spam Policy

By accepting the Veracart Reseller Agreement you also agree not to promote your reseller website through any of the following means.

- Sending unsolicited email for commercial purposes (aka "SPAM")
- Posting a single article or advertisement, about which we receive multiple complaints, to Usenet or other Newsgroups, forums, email mailing lists or other similar groups or lists
- Posting to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list
- Engaging in any of the foregoing activities using the service of another provider, but channeling such activities through a service provided by Veracart (such as using a Veracart -supplied mailbox as a maildrop, or referring to a URL hosted on our server)
- Falsifying user information, including the falsification of e-mail return addresses

Veracart considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by the terms and conditions of the services offered by Veracart. Engaging in one or more of these practices may result in:

- Termination of the offender's account and/or access to services provided by Veracart
- Dropping of mail messages that do not contain the proper and necessary information
- Informing any or all authorities of offender's actions upon receipt of appropriate subpoena
- Informing any or all recipients of offender's SPAM of the personal and public information of the user
- Forfeiture of any commissions due to you as an Veracart Reseller

NOTE: Veracart will immediately notify authorities of any actions taken in regard to this Anti-Spam Policy. Veracart reserves the right to implement any and all of the above actions as it may deem appropriate at any time, without limitation, in regard to upholding this Anti-Spam Policy. However, by not implementing a specific action, Veracart is not implying consent, lack of wrongdoing by the offender, nor limiting its response in the future. Nothing contained in this policy shall be construed to limit the actions or remedies of Veracart in any way concerning the foregoing activities.

3. Referral Fees

For every customer who purchases a Veracart package, Veracart will pay your company a referral fee based on the fee schedule.

4. Fee Schedule

You will be charged at a discount rate based on the retail sale price of Qualifying Products, according to fee schedules to be established by us. You are then responsible for billing your customers the rate that you determine. The retail price for Veracart products and services start at \$20 per month and can be up to, and over, \$95 per month. We retain 100% of additional charges for services to the customer above the \$95 package. The pay schedule of this program will be offered for a limited time only.

Total Packages:	0 - 2	3 - 10	11+
Lifetime Commission Paid on All Current Customers	0%	20%	35%

You may choose to resell it at our suggested rate, or perhaps sell it for more/less as you add value. For example, if you are a web-design firm and you manage your customer's shopping cart, you may want to add a setup fee, or a higher monthly fee. In other words, we bill you at the discount rate, and then you charge the customer whatever rate you want.

For example: Someone signs up for our Gold cart account, and we bill you \$32.50 (35% off \$50 is \$32.50). Since you are billing your customer, you could charge them the suggested retail price of \$50, or, if you wanted, you could charge \$75 a month, or

perhaps you might also want to charge a \$250 setup fee.

5. Fee Payment

We will pay you referral fees on the month following the receiving of a payment from your referrals. We will send you a check for the referral fees earned on products that were funded during that pay period, less any taxes that we are required by law to withhold. If there is no payment, or late payment, received from a referral within a given month, will not required to send you payment for that referral. The Program is intended for commercial use only, and you may not purchase services through the Program for your own use. Such purchases may result, in our sole discretion, in the withholding of referral fees or the termination of this Agreement. You agree not to utilize SPAM (unsolicited e-mail) to advertise our services. If we believe that you are spamming and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded, we can terminate this Agreement immediately and you will forfeit all pending referral fees. Payments made to you will be reported on Form 1099 as required by law.

6. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of Veracart. Accordingly, all Veracart rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our 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, we will not be held responsible if we change our prices, and you do not reflect those changes in the prices on your site. We 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 Associate

We will make available to you a banner image that identifies your site as a Program participant. You must display this on the sign-up form on your site. No modification, including resizing, of this image is allowed.

We may modify the text or graphic image of this notice from time to time. Current images and text will be supplied through the reseller user interface. In addition, you may be required to generate a link to the Veracart website.

8. Limited License

We grant you a nonexclusive, revocable right to use the icon and message described in Section 7 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, the message, or any of our images in any way. We reserve all of our rights in the icon, the message, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our Trademark Guidelines below (as those may change from time to

time). We may revoke your license at any time by giving you written notice.

These guidelines apply to your use of Veracart (TM) (the "Trademark") in materials that have been approved in advance by MyTechSupport, Inc.

1. You may use the Trademark solely for the purpose authorized by MyTechSupport, Inc.
2. You may not alter the Trademark in any manner. For example, you may not change the proportion, color, or font of the Trademark.
3. You may not display the Trademark in any manner that implies sponsorship, endorsement by MyTechSupport, Inc. outside of your involvement in the Reseller Program.
4. You may not use the Trademark to disparage MyTechSupport, Inc., its products or services, or in a manner which, in MyTechSupport, Inc.'s reasonable judgment, may diminish or otherwise damage MyTechSupport, Inc.'s goodwill in the Trademark.
5. The Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and other graphic or textual elements.
6. You must use the ® symbol adjacent to the MyTechSupport, Inc.
7. You must include the following statement in your materials that include the Trademark: Veracart is the registered trademark of MyTechSupport, Inc.
8. You acknowledge that all rights to the Trademark are the exclusive property of MyTechSupport, Inc. and all goodwill generated through your use of the Trademark will inure to the benefit of MyTechSupport, Inc.

MyTechSupport, Inc. reserves the right in its sole discretion to modify these guidelines at any time. MyTechSupport, Inc. reserves the right to take action against any use that does not conform to these guidelines.

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 our catalog
- 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 violate 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 libelous or otherwise 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, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

10. Terms of the Agreements

The terms 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 through the date of termination will remain payable only if the related orders are not canceled or refunded. We may withhold your final payment for a reasonable time to ensure that the correct amount is received, and also not refunded, by the customer.

11. Confidentiality

Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our resellers provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or through a source or sources other than such party hereto or its resellers. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process.

12. Indemnity

You hereby agree to indemnify and hold harmless Veracart, LLC, its subsidiaries and resellers, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the your trademark(s) infringe on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of your Site and products and services offered from your Site, or (iv) any claim related to your Site, including, without limitation, content therein not attributable to us.

13. 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 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.

14. 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. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

15. 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 this Agreement.

16. Disclaimers

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.

17. 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.

18. Privacy of Information

You agree not to distribute or sell customer personal information (name, address, telephone number, e-mail address, etc.) from individuals who visit your Veracart Reseller website. All information generated from Veracart Reseller sites is the exclusive property of MyTechSupport, Inc.

19. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Utah, 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 Utah, California, 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 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.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

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