

1.2. Brazilian Décor reserves the right to discontinue its Affiliate Program to my company for any reason, with a 7 day written notice. In the case that the program is discontinued, I will no longer have permission to continue to use Brazilian Décor's marketing material (i.e. links, banners, product information) for any purpose.

2.0 Partner's Responsibilities

2.1. Partner will link Merchant's site/link/banners to areas in its site using special URLs (the "Required URLs"). Partner may post as many links to the Required URLs and the rest of Merchant's site as it likes on Partner's site. The position, prominence and nature of links on the Partner's site shall comply with agreement made between the Merchant and Partner.

2.2. Partner agrees not to make any representations, warranties or other statements concerning Merchant, Merchant's site, any of Merchant's products or services, or Merchant's site policies, except as expressly authorized by the Merchant.

2.3. Partner is responsible for notifying Merchant and "Brazilian Décor Affiliate Program" of any malfunctioning of the Required URLs or other problems with Partner's participation in the Engagement. Merchant will respond promptly to all concerns upon notification by Partner.

3.0 Commissions

3.1. Merchant agrees to pay Partner the commission specified in the Agreement if Merchant sells to a visitor (a "Customer") a product or service via Partner's site, though a Qualifying Link or per clicks made into the Qualifying Link.

3.2. A "Qualifying Link" is a link from Partner's site to Merchant's using one of the Required URLs or any other URL provided by Merchant for use in The "Brazilian Décor Affiliate Program".

3.3. Merchant shall have the sole right and responsibility for processing all orders made by Customers. Partner acknowledges that all agreements relating to sales to Customers shall be between Merchant and the Customer.

3.4. All determinations of Qualifying Links and whether a commission is payable will be made by "Brazilian Décor Affiliate Program" and will be final and binding on both Merchant and Partner. Prices for the products will be set solely by Merchant in its discretion.

3.5. All commissions will be calculated and store by our Affiliates Program. Merchant and Partners will have access to real time tracking, Sales reports, and monthly commissions.

3.6. Commission's Payments will be made monthly, through a wire transfer, PayPal or check.

4.0 Ownership and Licenses

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. Merchant grants Partner a revocable, non-exclusive, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology, as designated in the Engagement or during the registration process in "Brazilian Décor Affiliate Program", on Partner's site solely for the purpose of creating links from Partner's site to Merchant's site during Engagements. Except as expressly set forth in this Agreement or permitted by applicable law, Partner may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Partner may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void.

4.3. Partner grants Merchant a non-exclusive, worldwide, royalty-free license to use, reproduce and transit any graphic or banner ad submitted by Partner solely for co-branding purposes or as a return link from Merchant's site to Partner's site. Merchant will remove such graphic or banner ad upon Partner's request.

5. Termination

5.1. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least seven day's prior written notice of such termination to the other party. Termination of this Agreement shall also terminate any outstanding engagements. However, all rights to payment, causes of action and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

6. Representations

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, antidiscrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

6.2. Except for the above representations, neither party makes any representations or warranties to the other party, including, but not limited to, and any implied warranties of merchantability or fitness for a particular purpose.

7. Cross-Indemnification

7.1. Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

8. "Brazilian Décor Affiliate Program" Required Provisions

8.1. Merchant and Partner jointly and severally hereby agree to indemnify, defend, and hold harmless "Brazilian Décor Affiliate Program" and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any Offer, Engagement, any other matter related to this Agreement or the subject matter hereof any dispute relating thereto.

9. Limitation of Liability

9.1. In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

10. General

10.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

