**The Center for Family Building Terms and Conditions**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE CENTER FOR FAMILY BUILDING, LLC.

BY SUBMITTING THE AFFILIATE APPLICATION ON BEHALF OF AFFILIATE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF AFFILIATE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON AFFILIATE ENFORCEABLE AGAINST AFFILIATE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY AFFILIATE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS AGREEMENT ON BEHALF OF AFFILIATE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND AFFILIATE FOR ALL PURPOSES HEREUNDER.

1. **Overview**

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in The Center for Family Building Affiliate Program. As used in these terms and conditions: (i) “We”, “us”, or “our” refers to The Center for Family Building and our website; (ii) “you” or “your” refers to the Affiliate; (iii) “our website” refers to The Center for Family Building properties located at <http://www.familybuilding.net> (iv) “your website” refers to any websites that you will link to our website; (v) “Program” refers to The Center for Family Building Affiliate Program.

2. **Affiliate Website Conditions and Restrictions**

2.1. To begin the enrollment process, you will complete and submit the online application at our website. The fact that we auto-approve applications does not imply that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application and terminate your participation in the Program for any reason including, but not limited to, if it:

2.1.1. Infringes on our or any anyone else’s intellectual property, publicity, privacy or other rights.

2.1.2. Violates any law, rule or regulation.

2.1.3. Contains any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.

2.1.4. Contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

2.1.5. Contains software or uses technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website.

2.1.6. Promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, illegal activities

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.2 You will only use linking code by us without manipulation. All domains that use your affiliate links must be provided to us, whether in your affiliate or otherwise.

2.3. Your website will not in any way copy, resemble, or mirror the look and feel of our website. You will also not use any means to create the impression that your website is our website or any part of our Website including, without limitation, framing of our Website in any manner.

2.4. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring URL information (i.e. the page from where the click is originating).

2.5. Using redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain is prohibited. If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using “out” redirects from the same domain where the affiliate link is placed.

2.6. We reserve the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.

2.7. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.8. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person’s copyrighted material, whether it is writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person’s copyrighted material or other intellectual property in violation of the law or any third-party rights.

2.9 You shall include a disclosure statement within any and all pages/posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure.

3. **Our Rights and Obligations**

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in The Center for Family Building Affiliate Program.

3.2. We reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions. You shall not be entitled to any commission on orders that are reversed.

We reserve the right to terminate this Agreement and your participation in The Center for Family Building Affiliate Program immediately and without notice to you should you commit fraud in your use of The Center for Family Building Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, The Center for Family Building shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

4. **Termination**

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. **Modification**

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and The Center for Family Building Affiliate Program rules. If any modification is unacceptable to you, your only option is to terminate this Agreement. Your continued participation in The Center for Family Building Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. **Promotion Restrictions**

6.1 You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must adhere to the following:

6.1.1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.

6.1.2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of The Center for Family Building.

6.1.3. E-mails must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

6.2 You may promote offers and include your affiliate links on social media accounts owned and/or controlled by you (e.g. Facebook, Twitter, etc.) You ARE PROHIBITED from posting your affiliate links on social media accounts owned and/or controlled by The Center for Family Building or its representatives in an attempt to turn those links into affiliate sales.

7. **Grant of Licenses**

7.1. Subject to the terms and conditions of this Agreement, and our approval as set forth herein, We hereby grants to Affiliate a limited, revocable, non-exclusive and non-transferable right and license, to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose. The actual use, quality and style of the Licensed Materials, and the manner in which any Licensed Materials may appear or be used shall be subject to our prior approval, in each instance in our sole discretion. Further, you shall not create a combination or composite mark consisting of one or more Licensed Material, commingle any Licensed Materials with the trademarks, service marks or logos of any third party, nor shall you engage, participate or otherwise become involved in any activity or course of action that diminishes, tarnishes or otherwise adversely affects the goodwill associated with any Licensed Materials. All uses of the Licensed Materials shall inure to our benefit.

8. **Disclaimer**

THE CENTER FOR FAMILY BUILDING MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE CENTER FOR FAMILY BUILDING SERVICE AND WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF THE CENTER FOR FAMILY BUILDING’S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. 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.

9. **Limitation of Liability**

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MERCHANT.COM’S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

10. **Indemnification**

You hereby agree to indemnify and hold harmless The Center for Family Building and its officers, employees, agents, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees) (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 affiliate trademarks infringes 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, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

11. **Miscellaneous**

11.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and The Center for Family Building. You will have no authority to make or accept any offers or representations on our behalf.

11.2. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns, except that Affiliate shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without or prior written consent (which may be withheld in our sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect.

11.3. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York applicable to contracts wholly made and to be performed within the State of New York. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the County of New York and State of New York. Each party irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum.

11.4. Except as otherwise expressly provided for herein, this Agreement may not be amended, modified or terminated except by a written instrument signed by both of the parties. No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. If any term, covenant or condition of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties, and such holding shall not affect any other provision of this Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

11.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

11.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

11.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

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