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## DESIGN AFFILIATE PROGRAM

### PROGRAM OVERVIEW and TERMS & CONDITIONS

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#### ABOUT THE PROGRAM

The Shinebox Print Affiliate Program was created to put qualified designers around the world in touch with Shinebox Print customers looking for assistance with their designs. For the designer, this presents a unique opportunity to establish valuable, ongoing relationships with clients who appreciate quality design.

As a Design Affiliate, you will be featured in our Designer Directory, where Shinebox Print customers will be able to view your profile, visit your website and contact you directly via email. Participation in this program is absolutely free. There is no charge for applying or belonging to the program.

#### REQUIREMENTS OF THE PROGRAM

Qualifications for this program include:

- Excellent design skills
- A live website featuring work samples
- A demonstrated knowledge of print design
- Experience working with Adobe® CS2 and CS3
- Experience creating print ready Adobe Acrobat® files
- A basic understanding of English

#### APPLYING TO THE PROGRAM

After reviewing this document, simply log in to your Shinebox Print account (or create one if you haven't already) and fill out the online application form. After reviewing your application, we will let you know if you have been chosen to participate in the program.

#### MANAGING YOUR ACCOUNT

If you are accepted into the program, you will be able to log into your account and edit your profile information as needed. You will also be able to upload a photo or logo to appear in your directory profile.

#### WORKING WITH THE CUSTOMER

This program is designed to allow you to work one-on-one with the customer and give you the opportunity to discuss design, timelines and pricing directly with them. After you have completed the design and generated the necessary PDF files, you can forward these files to the customer so they can upload them to our site and complete their purchase. Or you can do this on their behalf. What ever works best for you and the customer!

#### NEGOTIATING A PRICE

Chances are, your client will have a budget that he or she will want you to work within. While we'll leave all negotiation up to you, we recommend that you keep the pricing between \$100 and \$500 dollars USD, depending on the nature of the design. Offering affordable pricing increases the likelihood that your client will approach you with additional work in the future. And wouldn't that be nice?

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## DISPLAYING YOUR CERTIFICATION

In exchange for showcasing your talents to our customers, we kindly ask that you add our Certified Design Affiliate graphic to your site. This graphic will be provided to you upon your acceptance into the program. If you prefer, you may instead add a text link to your site that states your certification and links back to Shinebox Print. While linking to our site is not a requirement of this program, it will help confirm your certification to interested customers.

## WE'RE HERE TO HELP

Please refer to our website for helpful information and tips on creating your design and an assortment of templates. And be sure to sign up for our Design Affiliate Newsletter for helpful tips on getting the most from this program. Should you have any questions regarding this program or working with your clients, please email us at [design@shineboxprint.com](mailto:design@shineboxprint.com).

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## TERMS AND CONDITIONS

Please review the following text for additional conditions of this agreement. (It's really not as complicated as it may look.) Thanks.

### **Affiliate Agreement**

This Agreement (the "Agreement") contains the complete terms and conditions that apply to your participation in the Shinebox Print Affiliate Program (the "Affiliate Program"). As used in this Agreement, "we" or "SBP" means Shinebox, Inc., a Arizona corporation located at 10645 North Tatum Blvd, Suite 200-521, Phoenix, AZ 85032 and "you" means the applicant, which may be either an individual or an entity. "Site" means ShineboxPrint.com's site located at the URL <http://www.shineboxprint.com> and related URLs. "Your site" means any site that you will link to the shineboxprint.com site (and which you will identify in your Program application and will be posted in the Shinebox Print Design Affiliate Program directory).

### **1. Identifying yourself as a participant in the affiliate program**

You may not make any press release with respect to this Agreement or your participation in the Affiliate Program without our prior written consent that you have been accepted into the Affiliate Program, which may be given or withheld in our sole discretion.

In addition, you may not in any manner, misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

### **2. 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 including:

- The technical operation of your site and all related equipment
- Creating and posting links to us on your site in the format we designate
- The accuracy and appropriateness of materials posted on your site
- 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 or activities conducted through your site or as part of site operations are not libelous or otherwise illegal

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- Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

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.

### **3. Terms of this agreement**

The term of this Agreement will begin upon our acceptance of your Affiliate Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time by giving the other party 24-hours written notice of termination. We may terminate this Agreement, for cause, with no notice. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our Site, and all SBP trademarks and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Affiliate Program.

### **4. 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 or by otherwise providing you with notice of such modification. If any modification is unacceptable to you, your only recourse is to terminate this agreement by providing written notice to us. Your continued participation in the affiliate program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

### **5. Nature of relationship**

Nothing in this Agreement is intended to create any partnership, agency, franchise, joint venture, sales representative, or employment relationship between you and SBP. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

### **6. Limited license**

We grant you a nonexclusive, revocable right to use the graphic image described in Section 2 and such other images for which we grant express permission, solely for the purpose of identifying you as a Affiliate Program participant. You may not modify the graphic image or any other of our images, in any way. We reserve all of our rights in the graphic image, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our Trademark Guidelines, as those guidelines may change from time to time. We may revoke your license at any time by giving you written notice.

### **7. Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) to you or to visitors or customers of your site arising in connection with this Agreement or the Affiliate Program. Any direct or indirect damage to SBP or to our Site by you may be remedied by us by demanding the immediate removal of a link to SBP, injunctive relief, or seeking monetary damages.

### **8. Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or any products and services sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out

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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.

### **9. 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. You have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee of work, or statement other than as set forth in this agreement.

### **10. Arbitration**

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our Program Affiliates shall be submitted to confidential arbitration in the state of Arizona, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Arizona (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

### **11. Miscellaneous**

This Agreement will be governed by the laws of the United States and the state of Arizona, without reference to rules governing choice of laws. 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. Shinebox Inc. reserves the right to discontinue this Agreement at any time without notice.