

Affiliates Program Operating Agreement

Welcome to DNNHelp.com Affiliates Program on DNNHelp.com. This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Affiliates Program on DNNHelp.com (the "Program"). As used in this Agreement, "we" (and "us" and "our") means DNNHelp.com and "you" (and "your") means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to our site at <http://www.DNNHelp.com> or to your site. Save for our obligation to pay referral fees under Section 4, which may be performed solely by us, we may cause any of our obligations under this Agreement to be fulfilled by any of our Affiliates (defined below), on our behalf.

1. Enrolment in the Program

A link is automatically created for all of our registered members. Links can be inserted into html code at suitable website across the Internet. Unsuitable sites include, but are not limited to, those that:

- * promote sexually explicit materials
- * promote violence
- * promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- * promote illegal activities
- * breach intellectual property rights
- * include "DNNHelp.com" or variations or misspellings thereof in their domain names

If we reject you from participating in our program, you are welcome to contact us at any time as we may reconsider depending on the content of your website. You should also note that if we accept your application and your site is thereafter determined (at our sole discretion) to be unsuitable for the Program, we may terminate this Agreement. Participation in the Program is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to participate in the Program.

2. Links on Your Site

We grant you a revocable, non-exclusive, worldwide, royalty-free licence for the duration of the term of this Agreement, solely for purposes of facilitating referrals from your site to our site, to establish and maintain lists, links and search boxes as contemplated below:

* Product Links: You may select one or more Products to list on your site. A "Product" is any product or service listed on the DNNHelp.com Site that is uploaded or fulfilled by our Vendors, or any product sold by a third party seller on the DNNHelp.com Site excluding products sold by a third party through a site linked to or from our site. For each selected Product, you will display on your site a short description, review, or other reference. You will be responsible for the content, style and placement of these references. You will provide a Special Link (as defined below) from each Product reference on your site to the corresponding DNNHelp.com online catalogue entry. Each link will connect directly to a single item in our online catalogue. You may add or delete Products (and related links) from your site at any time without our approval. You may not list products on your site that are not "Products" as defined above.

* DNNHelp.com Recommends Link: If your site qualifies (as determined by us in our sole discretion), you may place an DNNHelp.com Recommends link on your site to enable us to serve recommended "content" based on your site's specialty or sales history directly to visitors to your site.

* Easy Links: You may provide an "Easy Link" on your site, through which we may serve "content" and Special Links as we deem appropriate. If you choose to provide a graphical Easy Link, you agree you will only use the graphical artwork we serve or otherwise provide to you to identify the Easy Link. If you choose to provide a text-only Easy Link, you agree you will not alter

the text we serve or otherwise provide to you to identify the Easy Link.

* Any Page Link: You may provide a link on your site that will link to any particular page on our site, provided that you properly use the special link formats provided on our site as part of the Program to create such link.

We will provide you with guidelines and graphical artwork to use in linking to our home page. To permit accurate tracking, reporting, and referral-fee accrual, we will provide you with special "tagged" link formats to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes such special link formats. Links to our site placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will earn referral fees only with respect to activity on our site occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

You acknowledge that, by participating in the Affiliates Program and placing any of the above links within your site, we may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the Affiliates Program constitutes your specific and unconditional consent to and authorization for our access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in our Updated Privacy Notice.

Except for the license granted under this Section 2, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to the Special Links, link formats, technical specifications, guidelines or graphical artwork referenced above, or with respect to the DNNHelp.com domain name.

In addition, you acknowledge that we (and our corporate affiliates) may crawl or otherwise monitor your site for the purpose of ensuring the quality and reliability of Special Links on your site (for example, to detect links that are broken or non-functional, links to products that are out of stock or otherwise unavailable, etc.). Therefore, you agree that we and our corporate affiliates may take such actions and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we and our corporate affiliates may use technical means to overcome any methods used on your site to block or interfere with such crawling or monitoring).

Further, you acknowledge and agree that you will: (a) not, in connection with this Agreement, display or reference on your site, any trademark or logo of any third party seller on the DNNHelp.com Site; (b) use any data, images, text, or other information obtained by you from us or our site in connection with this Agreement ("Content") only in a lawful manner and only in accordance with the terms of this Agreement; (c) not modify or alter any Content that consists of a graphic image, other than to resize it; (d) not edit any Content that consists of text, other than to shorten its length; (e) not sell, redistribute, sublicense or transfer any Content; (f) not use any Content in a manner intended to send sales to any site other than the DNNHelp.com Site; and (g) promptly delete any Content that is no longer displayed on the DNNHelp.com Site or that we notify you is no longer available for your use.

3. Order Processing

We will process Product orders placed by customers who follow Special Links from your Site to the DNNHelp.com Site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing. Among other things, we will prepare order forms; process payments, cancellations and returns; and handle customer service. We will track sales made to customers who purchase Products using Special Links from your site to our site and will make available reports summarising this sales activity. The form, content and frequency of the reports may vary from

time to time at our discretion. To permit accurate tracking, reporting and fee accrual, you must ensure that the Special Links between your site and our site are properly formatted. We will not be liable for paying referral fees on purchases that are not correctly tracked and reported because the links between your site and our site are not properly formatted.

4. Referral Fees

In consideration for the advertising services provided by you under this Agreement we will pay you Referral Fees on certain Product sales to third parties in accordance with sections 5 and 6 below. For a product sale to generate a referral fee, the customer must follow a Special Link (in the format specified by us) from your site to the DNNHelp.com Site and add the Product to his or her shopping cart or purchase the Product via our 1-Click feature during a session. The session ends upon one of the following events: (a) 24 hours elapses from the customer's initial click-through, (b) the customer orders the Product (which includes subscribing for a service), or (c) the customer follows a third party's Special Link. We will only pay referral fees on such Products after order, payment and shipping or download have occurred. We will not, however, pay referral fees on any Products that are added to a customer's Shopping Basket or are purchased via our 1-Click feature or purchased by any other method offered by DNNHelp.com from time to time, after the customer has re-entered our site (other than through a Special Link from your site), even if the customer previously followed a link from your site to our site. Further, we will not pay referral fees on any Products purchased from any site operated by us or our Affiliates other than the DNNHelp.com Site. In addition, Products listed in the DNNHelp.com Site catalogue or in search results as "out of print", "hard to find", "special order" (or other words to similar effect indicating that a product is not readily available for delivery) are not eligible for any referral fees. Gift certificates are not eligible to earn referral fees. "Affiliate" means in respect of a party its "holding company", its "subsidiary company" or a subsidiary company of its holding company, as those terms are defined in section 736 of the UK's Companies Act 1985.

You may not purchase products during sessions initiated through the links on your site for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives, or Affiliates in any manner. Such purchases may result (in our sole discretion) in the withholding of referral fees or the termination of this Agreement. Products that are entitled to earn referral fees under the rules set forth above are hereinafter referred to as "Qualifying Products".

In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Special Links on your site to access our site (e.g., by implementing any "rewards" Program for persons or entities who use Special Links on your site to access our site); (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (d) make any orders or subscription requests, or engage in other transactions of any kind on our site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; or (f) other than providing Special Links on your Site in accordance with this Agreement, post or serve any advertisements or promotional content promoting the DNNHelp.com Site or otherwise around or in conjunction with the display of our site (e.g., through any "framing" technique or technology or pop-up windows or pop-under windows), or assist, authorize, or encourage any third party to take any such action; or (g) attempt to circumvent the referral fee schedule or artificially increase your referral fees (e.g., by intentionally featuring, purchasing or requesting or encouraging any third party to purchase low-price items offered on our site (as determined by us) for the purpose of exceeding any referral fee threshold or by causing any page of the DNNHelp.com Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on your Site); (h) attempt to intercept or

re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; or (i) seek to purchase or register any keywords, search terms or other identifiers that include the word "DNNHelp.com" or variations thereof (for example "DNNHelp.come", "dnnhepl", etc.) ("Proprietary Terms") for use in any search engine, portal, sponsored advertising service or other search or referral service. From time to time we may request that you cause any applicable Web search provider to exclude Proprietary Terms from keywords used to display your advertising content in association with search results, assuming the provider of such Web search engine offers such exclusion capabilities. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to exclude Proprietary Terms from any keyword as mentioned above, or have violated any other term of this Agreement, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

5. Referral Fee Schedule

During each calendar month, for monthly items sold during sessions initiated through Special Links on your site, you will earn (subject to the other terms of this Agreement) referral fees in accordance with either the "Classic Fee Structure" described under "Option 1" below or the Performance Fee Structure described under "Option 2" below. You may choose to participate in either the Classic Fee Structure or the Performance Fee Structure (and may modify that choice) at any time during the applicable calendar month by communicating your choice to us via the signup page located at

In addition, subject to the other terms of this Agreement, you will earn (as applicable):

6. Fee Payment

Approximately 30 days following the end of each calendar month, we will send you payment for the referral fees earned on Qualifying Products that were downloaded or subscribed for during that month, less any taxes that we are required by law to withhold. We will pay your referral fees by one of the following methods: (a) transferring the money by PayPal system; (b) by directly depositing the referral fees earned into your bank account (if you want us to use this method of payment, please note that you will have to provide us with the name of your bank, the bank account type, the sort code, the account number and the primary account holder name as it appears on the bank account. If any bank details we hold are at any time incorrect, we will defer payment of referral fees until the calendar month in which the bank details are corrected). We will make one or more of these payment methods available to you, in our sole discretion. You may select your preferred payment method only from those that we make available to you. All payments under this Agreement will be made in Great British Pounds sterling.

7. Policies and Pricing

For the avoidance of doubt, customers who buy Products through this Program will be customers of the DNNHelp.com Site. Accordingly, all DNNHelp.com Site 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 its 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, you must not include price information in your Product descriptions unless we serve those prices through our "DNNHelp.com Recommends" Service. or our "DNNHelp.com.com Web Services". In addition, if you choose to display prices for any Product on your site in any "comparison" format (including through the use of any price-comparison tool or engine) together with prices for the same or similar products offered through any web site or other outlet other than our site, you must display both the lowest

"new" price and, if we provide it to you, the lowest "used" price at which the Product is available on our site. You may not otherwise include price information in your Product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

8. Identifying Yourself as an Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. Doing so may result in your termination from the Program. You may contact us via an online form if you wish to apply for written consent. 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 (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause. We will make available to you a small graphic image that identifies your site as a Program participant. You must display this logo or the phrase "In association with DNNHelp.com" somewhere on your site. We may modify the text or graphic image from this notice from time to time.

9. Limited License

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 8 and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist promote the sale of Products on our Site. You may not modify the graphic image and text or any of our images in any way. We reserve all of our rights in the graphic image and text, 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 these rights at any time by giving you written notice.

10. 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 the DNNHelp.com Site catalogue using Special Links;
- * 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 breach or infringe upon the rights of any third party (including, for example, copyrights, trademarks, database rights, privacy or other personal or proprietary rights);
- * ensuring that materials posted on your Site are not defamatory or illegal.

We and our Affiliates disclaim all liability for these matters. Further, you will indemnify and hold us and our Affiliates harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance and contents of your Site.

11. Term of the Agreement

The term 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 up to the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct

amount is paid. Upon termination of this Agreement, you must immediately cease use of, and remove from your Site, all links to the DNNHelp.com Site and all DNNHelp.com trademarks, trade names and logos and all other material by or on behalf of us to you in connection with the Program

12. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and at 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.

13. 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 or our respective Affiliates. You will have no authority to make or accept any offers or representations, guarantees or warranties on our or our Affiliates' behalf, including with respect to our or our Affiliates Products or services. You will not make any statement or representation, whether on your site or otherwise, that that reasonably would contradict anything in this section.

14. Limitation of Liability

We will not be liable for loss of business, profits, revenue or data, or any indirect, special, or consequential damages 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 at the time that the event giving rise to the liability arises.

Notwithstanding the previous paragraph, nothing in this Agreement will operate to exclude any liability for death or personal injury arising as a result of the negligence of either party, its employees, agents or authorised representatives, or any liability which may not be excluded or limited under the applicable law.

15. Disclaimers

To the fullest extent permitted by law, 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), and the same are hereby excluded. In addition, we make no representation that the operation of our site will be uninterrupted or error-free and none of us will be liable for the consequences of any interruptions or errors.

16. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE OR ANY OF OUR AFFILIATES 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.

17. Miscellaneous

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the United Kingdom without reference to the rules governing choice of laws, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of United Kingdom. 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. Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to confer on any third party (other than our Affiliates) any right to enforce any terms of this Agreement.