

## Affiliate Program Operating Agreement

**Updated:** January, 2020.

This Affiliate Program Operating Agreement ("**Operating Agreement**") contains the terms and conditions that govern your participation in the AbeBooks Inc. Affiliate Program (the "**Program**") on the performance marketing relationship platform owned and operated by Impact Radius, Inc. ("**Impact Radius**") and hosted from the URL, [www.impactradius.com](http://www.impactradius.com). "**We**," "**us**," or "**our**" means AbeBooks Inc. or any of its affiliate companies (excluding those that sell retail products), as the case may be. "**You**" or "**your**" means the applicant. A "site" means a website. "**AbeBooks Site**" means the [abebooks.com](http://abebooks.com) sites or any other site that is owned or operated by or on behalf of us or our affiliates and which is identified by us as participating in the Program. "**Your site**" means any site(s) and software application(s) that you own or operate and link to the AbeBooks Site.

BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE [ABEBOOKS.COM](http://ABEBOOKS.COM) SITE OR THE [IMPACTRADIUS.COM](http://IMPACTRADIUS.COM) SITE, YOU (A) AGREE TO BE BOUND BY THIS OPERATING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OPERATING AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT, INCLUDING THE AFFILIATE PROGRAM PARTICIPATION REQUIREMENTS. IN ADDITION, IF THIS OPERATING AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS OPERATING AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS OPERATING AGREEMENT.

### 1. Description of the Program

The purpose of the Program is to permit you to advertise Products on your site and to earn advertising fees for Qualifying Purchases (defined in Section 7) made by your end users. A "**Product**" is any item sold on the AbeBooks Site. In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, widgets, links, and other linking tools, and other information in connection with the Program ("**Content**"). Content specifically excludes any data, images, text, or other information or content relating to products offered on any site other than the AbeBooks Site.

### 2. Enrollment

To begin the enrollment process, you must submit a complete and accurate Program application. You must identify your site(s) in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application if we determine that your site is unsuitable. Unsuitable sites include those that:

- (a) promote or contain sexually explicit materials;

- (b) promote violence or contain violent materials;
- (c) promote or contain libelous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (e) promote or undertake illegal activities;
- (f) are directed toward children under 13 years of age;
- (g) include any trademark of AbeBooks or its affiliates, or a variant or misspelling of a trademark of AbeBooks or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site (see the Trademark Guidelines for examples); or
- (h) otherwise violate intellectual property rights.

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later determine that your site is unsuitable, we may terminate this Operating Agreement.

You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Operating Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

### **3. Links on Your Site**

After you have been notified that you have been accepted into the Program, you may display Special Links on your site. "**Special Links**" are links to the AbeBooks Site that you place on your site in accordance with this Operating Agreement, that properly utilize the special "tagged" link formats we provide, and that comply with the Affiliate Program Linking Requirements. Special Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in Section 7 and the Operational Documentation and only with respect to activity on the AbeBooks Site occurring directly through Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to the AbeBooks Site as Special Links, including to the extent that such failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Operating Agreement.

### **4. Program Requirements**

By participating in the Program, you agree that you will comply with the Affiliate Program Participation Requirements, each electronic insertion order ("**EIO**" or "**Insertion Order**"), and all pages, schedules, policies, guidelines, specifications, user manuals, and supporting materials that we make available to you, and other documents and materials referenced in this Operating Agreement (collectively, "**Operational Documentation**").

You will provide us with any information that we request to verify your compliance with this Operating Agreement or any Operational Documentation. In addition to any other rights or remedies available to us, we may terminate this Operating Agreement, withhold (and you agree you are not eligible for) any advertising fees payable to you under this Operating Agreement, or both, if we determine that you or other persons that we determine are affiliated with you or acting in concert with you (whether in respect to any existing or previously terminated Affiliate account):

- have not complied with any requirement or restriction described in the Affiliate Program Participation Requirements page or any other Operational Documentation or have otherwise violated this Operating Agreement;
- have violated the Search Web Services License Agreement ("**License Agreement**"); or
- have violated any requirement or restriction described in the applicable agreements governing participation in any other Affiliate Program offering provided by any of our affiliates.

In addition, you hereby consent to us:

- sending you emails relating to the Program from time to time;
- monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Special Links (e.g., that a particular AbeBooks customer clicked through a Special Link from your site before buying a Product on the AbeBooks Site) in accordance with the [AbeBooks.com Privacy Policy](#); and
- monitoring, crawling, and otherwise investigating your site to verify compliance with this Operating Agreement and the Operational Documentation.

## **5. Responsibility for Your Site**

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment;
- displaying Special Links and Content on your site in compliance with this Operating Agreement and the Operational Documentation and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Special Links);
- using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any

other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);

- disclosing on your site accurately and adequately, 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 us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and
- any use that you make of the Content and the AbeBooks Marks, whether or not permitted under this Operating Agreement.

We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Operating Agreement or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

## **6. Order Processing**

We will process Product orders placed by customers who follow Special Links from your site to the AbeBooks Site. We reserve the right to reject orders that do not comply with any requirements on the AbeBooks Site, as they may be updated from time to time. We will track Qualifying Purchases (defined in Section 7) for reporting and advertising fee accrual purposes and will make available to you reports summarizing those Qualifying Purchases.

## **7. Advertising Fees**

We will pay you advertising fees on Qualifying Purchases in accordance with Section 8. Subject to the exclusions set forth below, a "**Qualifying Purchase**" occurs when (a) a customer clicks through a Special Link on your site to the AbeBooks Site; (b) during a single Session that customer adds a Product to his or her shopping cart and places the order for that Product during the "**Click Referral Period**" based on "**Last Click**"; (c) the Product is shipped to, and paid for by, the customer; and (d) the "**Action Locking**" period elapses. Last Click is an attribution model that credits a media partner or media source who had the last referral. The Action Locking period is set out in the applicable Insertion Order and is the time during which a Product purchase can be modified or returned.

A "**Session**" begins when a customer clicks through a Special Link on your site to the AbeBooks Site and ends upon the first to occur of the following: (x) the expiration of the Click Referral Period set out in the applicable Insertion Order; (y) the customer places orders for Product(s) that exceed the number set out in the "Recurring Transactions" section of the applicable Insertion Order; or (z) the customer follows a Special Link to the AbeBooks Site that is not your Special Link.

Qualifying Purchases exclude, and we will not pay advertising fees on any of, the following:

- any Product purchase that is not correctly tracked or reported because the links from your site to the AbeBooks Site are not properly formatted;
- any Product purchased through a Special Link by you or on your behalf, including Products you purchase through Special Links for yourself, friends, relatives, or associates (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity);
- any Product purchased through a Special Link that violates the terms of this Agreement;
- any Product purchased for resale or commercial use of any kind;
- any Product purchased after termination of this Operating Agreement;
- any Product order that is canceled or returned; and
- any Product purchased by a customer who is referred to the AbeBooks Site through any of the following:
  - a Prohibited Paid Search Placement; or
  - a link to the AbeBooks Site, including a Redirecting Link, that is generated or displayed on a Search Engine in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), whether those links appear through your submission of data to that site or otherwise.

**"Prohibited Paid Search Placement"** means an advertisement that you purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. **"Proprietary Term"** means keywords, search terms, or other identifiers that include the word "abebooks," "abebooks coupon," "abebooks discount," or "abe books," or "iberlibro," any other trademark of AbeBooks or its affiliates or variations or misspellings of any of those words (e.g., "abbooks," "aboks," and "ablebooks,"). **"Redirecting Link"** means a link that sends users indirectly to the AbeBooks Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage. **"Search Engine"** means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

## 8. Advertising Fee Payment

During each calendar month, you may earn advertising fees for Qualifying Purchases. Advertising fees are calculated as a percentage of Net Sales Amounts. **"Net Sales Amounts"** mean amounts we receive from customers' Qualifying Purchases to a maximum of \$500 per item, excluding shipping, handling, and gift-wrapping fees, taxes, and service charges, and less any rebates, credit card processing fees, returns, and bad debt.

We will pay you advertising fees through Impact Radius on Approved Transactions pursuant to the terms of the Operational Documentation. An **"Approved Transaction"** is an action that is compensable pursuant to the Operational Documentation, including those we approve before the expiration of the Action Locking period set forth in the Insertion Order. Calculation and processing of advertising fees is done by Impact Radius. Impact Radius will aggregate payments due to you and make payments to you in accordance with the Operational Documentation. Impact Radius will pay you approximately 50 days following the end of each calendar month using the payment method you choose from your Impact Radius media partner account.

## 9. Policies and Pricing

Customers who buy products through this Program are our customers with respect to all

activities they undertake in connection with the AbeBooks Site. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the AbeBooks Site will apply to those customers, and we may change them at any time.

## **10. Identifying Yourself as an Affiliate**

You will not issue any press release or make any other public communication with respect to this Operating Agreement, your use of the Content, or your participation in the Program. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Operating Agreement. You must, however, clearly state the following on your site: “[Insert your name] is a participant in the AbeBooks Inc. Affiliate Program, an affiliate advertising program designed to provide a means for sites to earn advertising fees by advertising and linking to [insert the applicable site name ([abebooks.com](http://abebooks.com), [abebooks.co.uk](http://abebooks.co.uk))].”

## **11. Limited License**

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the AbeBooks Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content (those trademarks and logos, collectively, “**AbeBooks Marks**”) solely on your site and in accordance with the Trademark Guidelines.

The license set forth in this Section 11 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or any Operational Documentation, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section 11 in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content and AbeBooks Marks with respect to which the license set forth in this Section 11 is terminated or as we may otherwise request from time to time.

## **12. Reservation of Rights; Submissions**

Other than the limited licenses expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Operating Agreement or otherwise, acquire any ownership interest or rights in or to, the Program, Special Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates’ trademarks and logos (including the AbeBooks Marks), and any other intellectual property and technology that we provide or use in connection with the Program (including any application program interfaces, software development kits, libraries, sample code, and related materials). If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Operating Agreement, any Content, or your participation in the Program, or if you modify any Content in any way, (collectively, “**Your Submission**”), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to

(a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

### **13. Compliance with Laws**

In connection with your participation in the Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003).

### **14. Term and Termination**

The term of this Operating Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Operating Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Operating Agreement, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and AbeBooks Marks and promptly remove from your site and delete or otherwise destroy all links to the AbeBooks Site, all AbeBooks Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this Operating Agreement or otherwise in connection with the Program. We may withhold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Operating Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. No termination of this Operating Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Operating Agreement prior to termination.

### **15. Modification**

We may modify any of the terms and conditions contained in this Operating Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the [abebooks.com](http://abebooks.com) site or the [impactradius.com](http://impactradius.com) site or by sending notice of such modification to you by email to the email address then-currently associated with your Affiliate account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the Affiliate Program Participation Requirements, payment procedures, and other Program requirements. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS OPERATING AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION (E.G., THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED

OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE [ABEBOOKS.COM](http://ABEBOOKS.COM) SITE OR [IMPACTRADIUS.COM](http://IMPACTRADIUS.COM) SITE OR THE DATE SPECIFIED IN ANYEMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

## **16. Relationship of Parties**

You and we are independent contractors, and nothing in this Operating Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Operating Agreement, you will be deemed to have taken the action yourself.

## **17. Limitation of Liability**

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE ABEBOOKS SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, THE ABEBOOKS SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS OPERATING AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

## **18. Disclaimers**

THE PROGRAM, THE ABEBOOKS SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE ABEBOOKS SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, [ABEBOOKS.COM](http://ABEBOOKS.COM) DOMAIN NAME, AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE ABEBOOKS MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE "**SERVICE OFFERINGS**") ARE PROVIDED "AS IS." NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER



WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, THE ABEBOOKS SITE, OR THE AFFILIATE.ABEBOOKS.COM SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS OPERATING AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

## **19. Disputes**

**Any dispute relating in any way to the Program or this Operating Agreement will be will be adjudicated before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and you hereby irrevocably submit to the exclusive jurisdiction and venue in those courts.** Proceedings regarding disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all proceedings regarding the dispute are barred. Any shorter time limit provided by statute law remains unaffected.

Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

## **20. Miscellaneous**

You acknowledge and agree that we and our affiliates may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Operating Agreement or operate sites that are similar to or compete with your site. You may not assign this Operating Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Operating 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 Operating Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Operating Agreement. In the event of any conflict between this Operating Agreement and the Operational Documentation, this Operating Agreement will control over the Operational Documentation. If you are enrolled to use the Search Web Services API and in the event of any conflict between this Operating Agreement and the License Agreement, this Operating Agreement will control except that the License Agreement will control with respect to your use of the

Search Web Services API, Search Program, the AbeBooks Database, and Systems (each as defined in the License Agreement). Whenever used in this Operating Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Operating Agreement, may be made, taken, or given in our sole discretion.

## Affiliate Program Participation Requirements

This Affiliate Program Participation Requirements page is part of the Operating Agreement that governs your participation in the AbeBooks Inc. Affiliate Program. This page describes requirements and restrictions applicable to you as a Program participant. From time to time, we may modify the participation requirements described on this page in accordance with the Operating Agreement. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

1. You will ensure that your site is not unsuitable (as described in Section 2 of the Operating Agreement).
2. You will not display or otherwise use our or our affiliates' trademarks or logos (including any AbeBooks Mark) except solely as expressly permitted under and in accordance with the Operating Agreement.
3. You will not display or otherwise use any trademark or logo of any third party seller on the AbeBooks Site in connection with any Special Link unless you have obtained from that seller the specific right to do so.
4. You will not remove, obscure, or alter, or make invisible, illegible, or indecipherable to visitors of your site, any "Privacy Information" link or any of our or our affiliates' trademarks or logos (including any AbeBooks Mark) that we include in a Special Link.
5. You will use Content solely in accordance with the terms of the Operating Agreement and within the express scope of the license granted in Section 11 of the Operating Agreement. Without limiting the foregoing, you will (a) use Content solely to send end users and sales to the AbeBooks Site and will not link any Content to, or in conjunction with any Content direct traffic to, any page of a site other than the AbeBooks Site (however, parts of your site that are not closely associated with the Content may contain links to sites other than the AbeBooks Site); and (b) link each use of the Content solely to the related Product detail page or other relevant page of the AbeBooks Site and not to any other page.
6. You will not engage in any promotional, marketing, or other advertising activities on behalf of us or our affiliates, or in connection with the AbeBooks Site or the Program, that are not expressly permitted under the Operating Agreement. For example, you will not engage in any promotional, marketing, or other advertising activities in any offline manner, including by using any of our or our affiliates' trademarks or logos (including any AbeBooks Mark), any Content, or any Special Link in connection with an offline promotion or in any other offline manner (e.g., in any printed material, mailing, SMS, MMS, email or attachment to email, or other document, or any oral solicitation). Upon our request, you will provide us with written certification that you have complied with this Section 6. We will specify the form of, and content required in, that certification in our request. Any failure by you to provide the certification in accordance with our request will constitute a material breach of this Operating Agreement.
7. Except as agreed between you and us in a separate written agreement referencing this Participation Requirement, you will not use any Content or Special Link, or otherwise link to the AbeBooks Site, on or in connection with:
  - a. any client-side software application (e.g. a browser plug-in, helper object, toolbar, extension, or component or any other application executable or installable by an end user) on any device, including computers, mobile phones, tablets, or other handheld devices; or
  - b. any television set-top box (e.g., digital video recorders, cable or satellite boxes, streaming video players, blu-ray players, or dvd players) or Internet-enabled television (e.g., GoogleTV, Sony Bravia, Panasonic Viera Cast, or Vizio Internet Apps).

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