



Terms & Conditions

WorkStationIndustries.com Operating Agreement for Dealer Network

This WorkStationIndustries.com Operating Agreement for Dealer Network, including all exhibits and attachments hereto and incorporated herein by reference (the "Agreement"), contains the complete terms and conditions that apply to a party's participation as a Dealer in the Dealer Network of WorkStationIndustries.com (the "Program"). As used in this Agreement, "we", "us", or "WorkStationIndustries.com" means WorkStationIndustries Inc. (and related entities), and "you" means the applicant party. "Site" means a World Wide Web site and, depending on the context, refers either to the WorkStationIndustries.com Site defined in Section 2 of this Agreement.

1. Enrollment in the Program

You may submit a completed Program application to begin the enrollment process ("Application"). Submission of your Application to the WorkStationIndustries.com Dealer Program implies acceptance to the terms set forth in this Agreement. We will evaluate your Application and notify you of your acceptance or rejection. We may reject your Application if, in our sole discretion, we determine for any reason that your website is unsuitable for the Program.

WorkStationIndustries, Inc. and associates, family members of associates, and suppliers are not eligible to enroll in the Program.

Unsuitable websites include, but are not limited to, those that:

- Promote sexually explicit material;
- Promote violence or hate toward any persons or groups;
- Promote illegal activities;
- Promote alcohol, tobacco, gambling/lottery in any way;
- Promote the use of pyramid, "ponzi", or similar investment schemes;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Contain, in our sole judgment, material that is defamatory, fraudulent, or harassing to us or any third party;
- Are known as "blogging sites", defined for purposes of this Agreement as sites that contain only blogging and no other form of informational content;

- Include "workstationindustries", "workstation-industries", "work-station-industries" or variations or misspellings thereof in their domain names;
- Otherwise violate intellectual property rights of WorkStationIndustries.com, WorkStation Industries locations or its suppliers;
- Disparage WorkStationIndustries.com, WorkStation Industries Locations, WorkStation Industries Dealers, or their suppliers;
- Do not clearly state an online privacy policy to its visitors; or
- Provide a portion of their Referral Fees (as defined in Section 5) to websites or organizations that would violate any of the above criteria.

Regardless of your acceptance in the Program, we may terminate this Agreement for any reason, at any time.

The terms of our acceptance criteria are subject to change at any time without prior notice.

All decisions for acceptance into the Dealer Program will be made within our sole discretion.

If your Application is not accepted, you may reapply to the Dealer Program at any time.

As a member of the Dealer Program, you grant WorkStationIndustries.com permission to distribute any email communication directly to you that WorkStationIndustries.com determines is necessary communication for you to receive in order to continue as a member of the Program, regardless of your choice to opt-out from certain communication.

As a condition to your acceptance and participation in the Program, you agree to the following prohibitions:

A. General Prohibitions.

You may NOT:

- engineer any website containing a Link in such a manner that pulls Internet traffic away from WorkStationIndustries.com;
- publish, link to, sell, otherwise distribute, or place a Link on the same page or in close proximity to any Objectionable Content. For purposes of this Agreement, "Objectionable Content" means any material, including textual, audio or video material, which is offensive (including hate speech or violence against a particular group of people); contains any nudity, explicit violence or sexual material; contains depictions of violent or sexual acts; is defamatory to any group or individual; or promotes alcohol, tobacco, or gambling/lottery;
- publish, link to, sell, otherwise distribute, or place a Link on any social networking sites, including, but not limited to, Facebook, MySpace, Twitter, etc.
- attempt to modify or alter our Site in any way;
- make any representations, either express or implied, or create an appearance that a visitor to your website is visiting our Site, e.g., "framing" or "wrapping" the Site in any manner without first obtaining in advance our express written permission. Such requests must be

made in writing and sent to WorkStationIndustries.com, Attn: Dealer Program Manager, 1938 East Pomona, Santa Ana, CA, 92707;

- "scrape" or "spider" the Site or any other websites for content (such as images, logos or text);
- employ, use or place any web browser add-ons, toolbars or pop-ups on your website;
- bid on our Trademarks at any website that provides search engine services and that results in driving traffic to any website, other than our Site, including your website;
- engage in any direct or indirect relationships with ISPs and/or mobile carriers that results in the delivery or act of address bar keyword and URL error trafficking (e.g., a user mistypes a web address in the ISP's address bar or search bar, and, as a result, is redirected to a web page that contains a Link that directs the user to sites like WorkStationIndustries.com).
- employ the use of any type of software download or technology which attempts to intercept or redirect traffic or Referral Fees to or from any website;
- without the prior written approval of WorkStationIndustries.com, use any Trademark, or any Licensed Material in an advertisement that is not created or provided by WorkStationIndustries.com in any way that might suggest or imply or mislead or is likely to mislead a visitor to your website into believing that WorkStationIndustries.com, WorkStation Industries Locations or any related entity was the creator or sponsor of such advertisement;
- install spyware on another person's computer; cause spyware to be installed on another person's computer, or use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising other content on a website in a way that interferes with a person's ability to view that website;
- display any material on a website containing a Link which contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines;
- post, publish, link to or place a Link on the WorkStation Industries Facebook, Google Plus, Twitter, LinkedIn Pages;

B. Prohibitions Regarding Use of Electronic Communications

Electronic Communication includes email messages, text messages, and any other form of non-verbal communication occurring without the use of physical mail. You may NOT do any of the following using Electronic Communication unless you first obtain in advance

WorkStationIndustries.com's express written permission. Such requests must be made in writing and sent to WorkStationIndustries.com, Attn: Dealer Program Manager, 1938 East Pomona, Santa Ana, CA, 92705. These prohibitions are in addition to, and not in place of, all prohibitions and restrictions that you are bound to under the LinkShare Dealer Membership Agreement, as amended. You may not:

- send any other Electronic Communication that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that WorkStationIndustries.com, WorkStation Industries Locations or any related entity was

the sender or sponsor of such Electronic Communication or procured or induced you to send such Electronic Communication;

- forward, redistribute, or otherwise repurpose any Electronic Communication that WorkStationIndustries.com sends to its Dealers and/or customers; and
- generate or send any unsolicited Electronic Communication (spam) under this Agreement

C. Prohibitions regarding use of Trademarks (as defined in Exhibit A)

In addition to the requirements and prohibitions regarding use of the Trademarks set forth in Exhibit A, and incorporated herein by reference, you may NOT:

- use the Trademarks in any manner not expressly authorized by this Agreement.
- use the Trademarks, or any variation or misspelling thereof, in metatags, hidden text or source code, in your domain name or any other part of your URL as further detailed in Exhibit A;
- bid on keywords as further detailed in Exhibit A;
- bid on our Trademarks at any website that provides search engine services and that results in driving traffic to your website;

In addition, you are bound to act in compliance with all applicable federal, state and local laws and regulations, including without limitation, the CAN-SPAM Act of 2003 ("CAN-SPAM") and the Children's Online Privacy and Protection Act of 1998 ("COPPA"). You shall protect, defend, indemnify and hold harmless us and our parent and related entities from and against any claims, actions, liabilities, losses, damages, costs or expenses, including without limitation, attorneys' fees and costs of litigation, even if such claims are groundless, fraudulent or false, incurred by us or our parent or related entities arising out of any content or activity by you or on your website or resulting from or in connection with your violation of any of the terms or prohibitions contained in this Agreement or any law, rule or regulation, including without limitation, claims for violations of third party intellectual property rights, and rights of privacy, including but not limited to CAN-SPAM and COPPA.

2. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of WorkStationIndustries.com without affecting their status as your customer. Accordingly, all WorkStationIndustries.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers with respect to their transactions at WorkStationIndustries.com. We may change our policies and operating procedures at any time consistent with applicable laws. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. You may include current price information in your product descriptions only if such information is provided to you by WorkStationIndustries.com, provided that any price information must be accompanied with a statement on your website indicating to the user that in the event of any price difference between your website and WorkStationIndustries.com, the price listed on WorkStationIndustries.com will

govern. We will use commercially reasonable efforts to present current and accurate information, but we cannot guarantee the availability or price of any particular product.

3. Limited License; Restrictions

You acknowledge that this Agreement does not provide you with any intellectual property rights in the Licensed Materials other than the limited rights contained herein. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. You may not sublicense, assign or transfer any such licenses for the use of the Licensed Materials, and any attempt at such sublicense, assignment or transfer is void. We may terminate your license to use the Licensed Materials for any reason at any time in our sole and absolute discretion. You agree to follow our Trademark Requirements in Exhibit A, as those may change from time to time. We may revoke your license at any time by giving you written notice.

4. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Application and will end when terminated by either party. You may terminate this Agreement at any time, with or without cause, by giving us (five) 5 days prior written notice of termination. We may terminate this Agreement immediately at any time, with or without cause, by giving you written notice of termination. You are only eligible to earn Referral Fees on sales of Qualifying Products occurring during the term, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. In the event overpayment is made by us, you agree to promptly remit such excess payment upon notification by us. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

5. 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. We will also make commercially reasonable efforts to notify you of such changes prior to or upon implementation. Modifications may include, for example, changes in the scope of available Referral Fees, Referral 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 AND/OR SENDING YOU THE CHANGE NOTICE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

6. 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. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Section.

7. Indemnification

You acknowledge that by entering into and performing its obligations under this Agreement, we do not assume and should not be exposed to the business and operational risks associated with your business, or any aspects of the operation or content of your website(s). Accordingly, in addition to any other indemnification obligations contained in this Agreement, you shall protect, defend, hold harmless and indemnify us and our parent or related entities from and against any and all claims, actions, liabilities, losses, costs and expenses, even if such claims are groundless, fraudulent or false (including court costs and reasonable attorneys' fees) incurred as a result of claims of customers or other third parties against us and our Dealers, licensors, suppliers, officers, directors, employees and agents arising from or connected with any of the content or activities of your website (including without limitation any activities or aspects thereof or commerce conducted thereon) or related business, or your misuse, unauthorized modification or unauthorized use of the services or materials provided by us hereunder.

8. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) 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.

9. Disclaimers

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). 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; however, we will make commercially reasonable efforts to correct errors or interruptions promptly.

10. 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 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 REPRESENTATIONS, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

11. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts having jurisdiction and venue in or for Benton County, Arkansas and you irrevocably consent to the jurisdiction of such courts. 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 or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

12. Publicity

You shall not create, publish, distribute, make or permit any public announcement of this Agreement or the relationship contemplated hereunder, (including, but not limited to, any press release, client list, screen shot, advertisement or any promotional material) without first submitting such material to us and receiving our written approval, which we may withhold in our sole discretion.

13. Confidentiality

Except as otherwise provided in this Agreement or with our prior written consent, you agree that all information including, without limitation, the terms of this Agreement, our business and financial information, our customer lists and purchase history, and our pricing and sales information, shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than you or your Dealers. Notwithstanding the foregoing, you may deliver a copy of any such information (a) pursuant to a subpoena issued by any court or administrative agency, (b) to your accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process, upon written notification to WorkStationIndustries.com.

14. Remedies to WorkStationIndustries.com

Violation of any of the terms or prohibitions contained in this Agreement may result in, among other things, (a) the immediate termination of this Agreement; (b) the withholding of Referral Fees due to you; or (c) the commencement of an action by WorkStationIndustries.com against you seeking, without limitation, injunctive relief, recovery of actual, statutory or punitive damages.

We have the right in our sole and absolute discretion to monitor your website at any time and from time to time to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your website for such purpose.

Exhibit A - Trademark Requirements

These requirements apply to your use of WorkStationIndustries.com and other trademarks and service marks belonging to WorkStationIndustries.com USA, LLC, WorkStationIndustries, Inc. or other related entities (the "Trademarks") in content that has been approved by us.

1. You may use the Trademarks only for purposes expressly authorized by us.
2. You may not modify the Trademarks in any manner. For example, you may not change the proportion, color, or font of the Trademarks.
3. You may not display the Trademarks in any manner that implies endorsement of your website or business by WorkStationIndustries.com outside of your involvement in the Program.
4. You may not use the Trademarks to disparage WorkStationIndustries.com, its products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our good will in the Trademarks.
5. Each Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and any other graphic or textual image. You may place the WorkStationIndustries.com name or logo adjacent to competitive brands, subject to the requirements of this Agreement, including prohibitions against objectionable material and websites.
6. You must use the TM symbol next to the trademarks. You must use the SM symbol next to the service marks.
7. You must include the following statement in your materials that include the Trademarks: "WORKSTATIONINDUSTRIES.COM SM is a service mark of WorkStationIndustries, Inc." You must include similar statements for any other Trademarks used on an ongoing basis in your materials.
8. You acknowledge that all rights to the Trademarks are our exclusive property and all goodwill generated through your use of the Trademarks will inure to our benefit.
9. **YOU MAY NOT USE THE TRADEMARKED NAMES, WORKSTATION INDUSTRIES, WORKSTATIONINDUSTRIES.COM, WSI LOCATIONS, OR ANY VARIATIONS OR MISSPELLINGS THEREOF, IN ANY MANNER INCLUDING KEYWORD BIDDING ON SEARCH ENGINES; YOU MAY NOT USE WORKSTATION INDUSTRIES, WORKSTATIONINDUSTRIES.COM, OR ANY VARIATION OR MISSPELLINGS THEREOF, IN METATAGS OR TO DIRECT TRAFFIC TO ANY WEBSITE OTHER THAN OUR SITE; YOU MAY NOT USE WORKSTATION INDUSTRIES, WORKSTATIONINDUSTRIES.COM, OR ANY VARIATIONS OR MISSPELLINGS THEREOF, IN HIDDEN TEXT OR SOURCE CODE ; YOU MAY NOT USE WORKSTATION INDUSTRIES, WORKSTATIONINDUSTRIES.COM, OR ANY VARIATIONS OR MISPELLINGS THEREOF, IN YOUR DOMAIN NAME OR ANY OTHER PART OF YOUR UNIVERSAL RECORD LOCATOR.**
10. You may not bid on any keyword or on any Pay per Click Search Engines (PPCSEs) where such keyword is one of our Trademarks or any variation or misspelling of one of our Trademarks (see the non-exclusive list of examples set forth below in Section 15). Further, you may not bid on any word or term that is confusingly similar to any of our Trademarks standing alone.

11. You may not employ any "fat finger" domains or typosquatters redirecting web traffic to your website. A typosquatter for "fat finger" domain is any domain that amounts to misspellings of any registered or unregistered Trademarks.
12. You may not bid on restricted manufacturer brand terms, or any derivatives thereof that are likely to cause confusion regarding its affiliation with WorkStationIndustries.com, its Dealers or you, in any paid search.
13. You may not use the Trademarks alongside or in conjunction with the following terms: "percent (%) off", "sale", or "coupons".
14. WorkStationIndustries.com may, in its sole discretion, terminate you or withhold payment of your Referral Fees for the days that we determine that you were bidding in violation of the keyword bidding requirements above.
15. The list below sets forth examples of impermissible keywords, "fat-finger" domains, and variations of Trademarks that you may **not** bid on. The list is for example purposes only and is not a complete list of prohibited words which infringe a Trademark, and therefore violate a term of this Agreement.

Workstation Industries, WSI, Work Station Industries, WorkStation Industries Inc., workstation industries, Work Station Industries Inc., Work-Station Industries, Work-Station Industries Inc., Work-Station Industries, WORKSTATIONINDUSTRIES.

We reserve the right in our sole discretion to modify these requirements at any time.

Last Updated: November 05, 2015

