

RugInc.com 641 Wald, Irvine Ca 92618
Toll Free 1-866-455-7847

RugInc.com Affiliate Agreement

First and foremost, by becoming an affiliate with **RugInc.com** only means that we provide for you a reduced cost (which will be determined by each individual sale) for products that are listed for sale and are priced on the **RugInc.com** website. You will be solely responsible for any order placed by you on behalf of your new or any existing customers. **RugInc.com** will be transparent to your customer, and will merely be a supplier for your required product.

If accepted, you will be granted (subject to the terms and conditions of this Agreement) a reduced cost for products for sale on the **RugInc.com** website. The reduced cost will be determined with each individual order; this reduced cost will be a reflection of the size of the order and/or the frequency of that order(s) which is placed. This reduced cost may be anywhere from (5% to 15%) but this will be ultimately determined by the **RugInc.com** sales representative.

Website Links

If you have an existing website, and you wish to set up links to the **RugInc.com** website, you may do so providing that the link brings the visitor directly to our website (<http://www.RugInc.com/>). At no time can you represent yourself or your website as "**RugInc.com**". All links pointing to specific products or certain pages on the **RugInc.com** website must be clearly stated as a page from **RugInc.com**. We do not at this time provide any type of compensation for any referred visitors from your website.

No Spam or Forced Linking

You shall not send unsolicited commercial email ('spam') with a Link, our URL or any other reference to **RugInc.com** or its products or services referenced in the email. You also shall not force visitors to our site via any mechanism which acts as an automatic transport, such as 'meta refresh' or 'forced exit' scripts. This Agreement shall terminate immediately and automatically if you direct traffic to our site through the use of spam or any automatic transport mechanism or otherwise use a Link in an unauthorized fashion, and in such case your affiliate membership earned shall be immediately and automatically forfeited.

Order Processing

RugInc.com will not be part of any process of any orders placed by your customers to you. **RugInc.com** is only a supplier of these products for a predetermined reduced price for you as a registered affiliate.

Calculation of your product cost

RugInc.com will determine your reduced price for any order that you have placed with us, prior to signing an approval form. This will be done on a case by case basis. Depending on the size of the order and/or the frequency that orders are placed by you, will determine the reduction of your

actual cost for any item or order. This will be agreed upon by you and the **RugInc.com** sales representative on each order.

Policies and Pricing

We reserve the right to change our rules, policies and operating procedures at any time.

Trademarks Ownership

You acknowledge and agree that all right, title and interest in all **RugInc.com** logos, trade names, trademarks and service marks, including those incorporated in Links (collectively, the '**RugInc.com** Marks'), are the sole and exclusive property of **RugInc.com** and may not be used without our prior written consent.

Term & Termination Term

The term of this Agreement will begin upon our acceptance of your Affiliate Registration Application and will end when terminated either by you or us. At any time, either you or we may terminate this Agreement, with or without cause, by giving the other party written notice of termination.

Limitation of Liability

We will not be liable for indirect, incidental, special, exemplary or consequential damages, or any loss of revenue, profits or DATA arising in connection with this Agreement, even if we have been advised of the possibility of such damages.

Disclaimers

we make no express or implied warranties or representations with respect to the Program, the **RugInc.com** Marks, the **RugInc.com** website, the Links or any products, services or other items sold or licensed through the Program, including (without limitation) implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, NON-INTERFERENCE AND ACCURACY OF INFORMATIONAL CONTENT. 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.

Representations and Warranties

You hereby represent and warrant to us the following: (a) this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; (b) the execution, delivery and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate any provision of law, rule or regulation to which you are subject, any order, judgment or decree applicable to you or binding upon your assets or properties, any provision of your by-laws or certificate of incorporation or organization or any agreement or other instrument applicable to you or binding upon your assets or properties; (c) you are an adult of at least 18 years of age; (d) you have provided Fine's Gallery a copy of your business resale agreement and we have determined that you are an actual business in the specified trade.

Confidentiality

As a result of your participation in the Program, we may disclose to you certain information which we consider to be confidential ('Confidential Information'). Confidential Information shall remain strictly confidential and secret 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 or if the same is required by law or legal process.

Indemnification

You hereby agree to indemnify, defend and hold harmless Finesgallery.com, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, FROM and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the 'Losses'), in so far as such Losses (or actions in respect thereof) arise out of or are based on: (a) any claim or threatened claim that our use of any Affiliate Mark or other material provided by you infringes on the copyright, trade secret, trademark, patent or other intellectual property rights, proprietary rights or other rights of any third party; (b) the breach of any representation or warranty made by you herein, or any of your obligations herein; or (c) any claim related to your site.

Assignment

You may not assign, sublicense or otherwise transfer this Agreement or any of your rights or obligations hereunder, by operation of law or otherwise, without our prior written consent, which may be withheld in our sole and absolute discretion. 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.

Other Provisions - Relationship of Parties

RugInc.com and you 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 have no authority to make or accept any offers or representations on our behalf, and agree not to make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

Modification

We may modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion. This agreement will be posted to our website when any modification to this agreement is made.

Agreement

By submitting your information on the online Affiliate Registration form, you acknowledge that you have read this Agreement which we have sent by email, and that you have had an opportunity to consult with your own legal advisors if you so desired, and agree to all its terms and conditions.