

Please read the following. These are the terms you are agreeing to when you become a Blue Canoe affiliate.

Terms

Blue Canoe reserves the right to accept or reject affiliate applications or revoke affiliation at any time for any reason, including but not limited to any activity or content deemed by Blue Canoe to be: defamatory, libelous, lewd, pornographic, obscene, or promoting violence or hate speech; in violation of any laws regarding unfair competition, antidiscrimination or false advertising; containing viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. Affiliate agrees not to include the words "Blue Canoe" or misspellings thereof in metatags or other hidden text.

If your application to become a Blue Canoe affiliate is accepted, we will provide you with an affiliate code, link and banner ads to put on your website. You are responsible for notifying us of any malfunctioning of Blue Canoe links or other problems with your participation.

Commissions

Blue Canoe will pay 6% commission on retail sales that originate from an Affiliate's website. To be credited, yours must be the last link to our site that the customer uses before making a purchase. Each purchasing session will remain open for 24 hours, after which time the customer must re-visit your site first and link through to ours again to earn a commission.

Commissions are paid on net sales minus returns, and do not include sales tax or shipping and handling. You are responsible for paying all applicable taxes on any commissions you receive from Blue Canoe. Commissions are paid at the end of the month by Blue Canoe for amounts of \$25 or more earned during the previous month. A full report of sales will accompany payment. If the minimum of \$25 is not reached in any given month, commissions will accrue until you reach \$25.

Termination

Either party may terminate this agreement at any time, for any reason, with 10 day's prior written notice. We reserve the right to terminate the affiliate program at any time.

I have read and agree to the above terms:

Business Name _____

Principal's or Officer's Name _____

Principal's or Officer's Signature _____ Date _____

Limitations

Blue Canoe shall have the sole right and responsibility for processing all orders made by customers. Prices for the products will be set solely by Blue Canoe. You agree not to make any representations, warranties or other statements concerning Blue Canoe, bluecanoe.com, any of our products or services, or our site policies.

Blue Canoe grants its affiliates a revocable, non-exclusive license to reproduce our name, logo and artwork on your site solely for the purpose of creating links from your site to ours. You may not copy, modify, or distribute our artwork.

Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

In the event it becomes necessary for Blue Canoe to incur collection costs or to institute suit to collect any amount due under this agreement, or any portion thereof, the undersigned agrees to submit to the jurisdiction of the venue of the Humboldt County Municipal Court.

Severability

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Representations

Each party represents to the other that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby.