

**BizActions LLC Gold Certified Partner Program
General Terms and Conditions**

1. **Agreement** These Gold Certified Partner Program General Terms and Conditions (the “Agreement”) form a material agreement between BizActions, LLC (“BizActions”) and you, the Partner (“Partner”). The Agreement, as amended from time to time by BizActions, unless otherwise agreed in writing, shall apply to all current and future transactions between BizActions and Partner. In the event of a conflict between these Gold Certified Partner Program General Terms and Conditions and any other document these General Terms and Conditions shall control. This Agreement is intended by the parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the Gold Certified Partner Program, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
2. **Relationship of Parties** BizActions is an independent contractor. BizActions does not undertake to perform any regulatory or contractual obligation of the Partner. Notwithstanding the use of the term “Partner” in this agreement, the parties are not partners, or joint ventures. Nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. You shall not have the right to assign your rights and responsibilities under this Agreement without the express written consent of BizActions.
3. **Terms of Services**

3.1. Services. Upon acceptance into the Gold Certified Partner Program (the “Program”), Partner shall provide to BizActions special content and banners promoting Partner’s products and services. BizActions shall use the promotional materials to help promote the Partner’s products and services to BizActions’ clients and customers (“Sponsors”). Partner shall display the Gold Certified Partner emblem, which will be provided by BizActions, at all trade shows at which Partner exhibits and shall display the Program logo prominently on Partner’s Web site.

3.2. Partner Responsibilities:

3.2.1 Partner shall provide no less than five (5) articles for inclusion in BizActions’ online library of articles and banners which shall be used by Sponsors in their email newsletters (“Sponsor Center”). All articles must contain a title, short summary and the full article content and they may include graphics or images. All articles must be approved by BizActions, and BizActions at its sole discretion, has the right to reject any article provided, at any time, including after initial publication. Partner may request the services of BizActions’ public relations firm, for additional fees, to help create the required articles upon the terms and conditions agreed upon between Partner and the public relations firm.

3.2.2 Partner shall provide no less than two (2) banners for inclusion in BizActions' Sponsor Center to be used by Sponsors in their email newsletters. All banners must be approved by BizActions, and BizActions at its sole discretion, has the right to reject any banner provided, at any time, including after initial publication. Upon request by Partner, BizActions' art department will create banners relevant to the products or services, for additional fees of not less than Three Hundred Dollars (\$300) per banner.

3.3 BizActions Responsibilities:

3.3.1 BizActions shall upload all Partner's articles and banners into its Sponsor Center and shall promote Partner's articles and banners to its Sponsors who have subscribed to BizActions' services and products.

3.3.2 BizActions shall automatically code each article and banner provided by Partner and approved by BizActions to create a masked alert which is transmitted to the Partner when the Partner's articles or banners are accessed by a Sponsor. BizActions shall also create a consolidated click-through report and Sponsor usage report for Partner to assist in tracking potential clients or customers.

4. **Warranties** Notwithstanding anything to the contrary contained in this Agreement, BizActions makes no warranties, express or implied, or whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose. BizActions makes no representations or warranties as to Partner's success with use of the Program, the number of Sponsors, if any, who will use Partner's articles, banners or services, or any increase in customers or clients through use of the Program. BizActions makes no representations or warranties regarding the accuracy of any information, data, articles or banners provided by Partner, other Partners, Sponsors, any other third party, or by BizActions itself, nor does BizActions make any representation or warranty that the information, data, articles or banners are free from any errors. BizActions makes no representation or warranty as to the quality of services or products provided by any other Partner, Sponsor or third party promoted through the Program. Partner is responsible for reviewing and conducting its own research to verify that all data or information included Partner's banners and articles is accurate and complete. Partner acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
5. **Fees** The annual cost to be a Gold Certified Partner is \$0.00, payable on signing of this Agreement.
6. **Payment** In the event charges are assessed, Partner shall make all payments due to BizActions within thirty (30) days of invoice. Interest will accrue, immediately, in the

amount of 18% compounded annually, on any amount not paid in accordance with this Agreement. Partner agrees to pay any reasonable costs, including, but not limited to, reasonable attorney's fees of thirty-three percent (33%) of any amount due and owing, expert witness and other expenses, and court costs incurred by BizActions to collect any amount unpaid under this Agreement.

7. **Ownership of Materials** Partner agrees that all articles, banners, your marks and links to your websites, or other material (including, without limitation, ideas, concepts or techniques for new or improved services) (collectively the "Materials") originated by, provided by, or prepared for Partner, for use in the Program and provided to BizActions, are unrestricted and shall be deemed non-confidential. Partner, upon upload to BizActions through the Sponsor Center, grants BizActions, without further action, its Sponsors, other Partners, or agents a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license in the Materials, with the right to sublicense, to publish, publicize, use, copy, transmit, distribute, create derivative works of, display and perform the same. Partner warrants that: (1) it possesses the legal right and authority to transmit the Materials to BizActions and provide the aforementioned license; (2) the transmission and publication of the Materials will not violate any law (including mark infringement or copyright violations), or breach any agreement; and (3) the content of the Materials are true and correct representations of fact or law, as applicable.
8. **Indemnity** Partner agrees to indemnify, defend and hold harmless BizActions from and against any and all amounts payable under any judgment, verdict, court order or settlement from a third party, assessed against BizActions, and the costs of defense of such action including reasonably incurred attorneys' fees, arising out of the services, articles, banners or products provided by Partner.
9. **Limitation of Liability** BizActions shall not be held liable for any damages of any nature whatsoever arising out of any actions taken or performed by BizActions which were explicitly or implicitly authorized by Partner. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER BIZACTIONS, NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PARTNER OR ITS AFFILIATES FOR ANY CLAIM BASED UPON ANY THIRD PARTY ACT OR CLAIM OR FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, DIRECT, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU HAVE ANY DISPUTE OR CLAIM

WITH OR AGAINST BIZACTIONS WITH RESPECT TO THIS AGREEMENT OR BIZACTIONS' SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM AND THE SITE. Except for action brought by BizActions for nonpayment, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

10. **Choice of Law** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the conflicts of laws provisions thereof. BizActions and Partner consent to the exclusive jurisdiction of the courts of the State of Maryland, USA for any dispute arising out of their relationship, including violation of this Agreement. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to an award of costs and expenses, including reasonable attorneys' fees incurred. You agree that the Uniform Computer Information Transactions Act, Annotated Code of Maryland, Commercial Law § 22-101 et seq. ("UCITA"), shall not apply to this Agreement to the extent allowable by law. The Parties agree that BizActions shall be entitled to the use of self-help, including electronic self-help as those terms are defined in UCITA.
11. **Termination** Either party has the right to terminate the Gold Certified Partner Program, or your participation as a Partner, at any time but upon thirty (30) days notice to the other party. In the event of termination, all Materials will be removed from the BizActions platform. Partner shall return all BizActions Material. Additionally, Partner will stop display of the Program logo on its Web site or displaying the Gold Certified Partner emblem at any trade shows.
12. **Additional Terms** Additional elements of this Agreement, if any, will be contained in Exhibit A attached hereto and made part of this Agreement.
13. **Publicity** Partner agrees to BizActions publicizing Partner's participation in the Gold Certified Partner Program including the issuing of a press release with respect to Partner's involvement.

**Exhibit A to
BizActions LLC Gold Certified Partner Program
General Terms and Conditions**