



# AFFILIATE GUIDEBOOK

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# Welcome

Unlock A Book Publishers, LLC is excited that you have decided to become an Affiliate. We want to assure you that we will make every effort to make our relationship enjoyable and financially beneficial to you. We believe you are smart (as proven by your desire to become one of our Affiliates!) and pledge that we will always listen to your concerns, ideas and suggestions with an open mind and take them into serious consideration. Please feel free to contact us by email anytime at [affiliates@unlockabook.com](mailto:affiliates@unlockabook.com).

As you enter into an Affiliate relationship with us we feel it is important for you to know about, understand and support our mission. The mission of Unlock A Book Publishers, LLC is as follows:

## **Mission Statement:**

*Unlock A Book Publisher's (UNLAB) mission is to produce and sell literature that is "good stuff" for the reader. "Good stuff" is defined by UNLAB as literary works in all forms that are intellectually stimulating, spiritually uplifting and serve to draw the reader to think positively about the world around them, reflect upon the awesome wonder and beauty of all of God's creation, including themselves, and consider how they can best honor their creator with the precious gift of life they've been given.*

We feel it's a worthy mission and it is important to us that you, as an Affiliate, know it, agree with it and support it. If not, we respectfully request that you do not sign on to an Affiliate relationship.

Now, onto the important details of our Affiliate program...

# Terms of Service

**By signing up as an affiliate with Unlock A Book Publishers LLC, you agree to the following general Terms of Service.**

This agreement is by and between Unlock A Book Publishers LLC and/or their assigns and all subscribers. Unless the context requires otherwise, Unlock A Book Publishers LLC. and/or their assigns shall be referred to as "us, we, or our" and you shall be referred to as "you, your or subscriber." You understand that Unlock A Book Publishers LLC. and/or their assigns does not guarantee or predict any type of profit or response from said services. Subscriber agrees to hold Unlock A Book Publishers LLC harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which Unlock A Book Publishers LLC and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

A. Services to be Provided. We agree to pay you certain commissions as described on our website for referral sales made by customers.

B. Termination. We may terminate your account:

(a) if you violate our Terms Of Service Policy; (b) promote Unlock A Book Publishers LLC in a manner that is unethical or inappropriate; or (c) for any reason, in our sole discretion.

C. No Warranties. WE MAKE NO WARRANTIES TO YOU OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE Unlock A Book Publishers LLC , ITS SUBCONTRACTORS AND AFFILIATES PROVIDE YOU. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE. We shall not be liable for any damages suffered by you, whether indirect, special, incidental, exemplary, or consequential, including, by not limited to, loss of data or service interruptions, regardless of cause or fault. We are not responsible for your lost profits or for your loss of data or information. If notwithstanding this clause we are held liable to you.

D. TERMS. You agree: (1) to use our system in a manner that is ethical and in conformity with community standards; (2) to respect the privacy of other users (you shall not intentionally seek data or passwords belonging to other users, nor will you modify files or represent yourself as another user unless explicitly authorized to do so by that user); (3) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property. 4) to accept commercial emails from us.

If we learn of a violation or likely violation of our TERMS OF SERVICE, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of the TERMS OF SERVICE, we reserve the right to terminate your account immediately.

Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances.

YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK EMAIL CAMPAIGN. You may also be subject to fines and legal actions as a result of your bulk email promotion..

E. Assignment. This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.

F. Change of Terms and Conditions. We reserve the right to change the terms and conditions of this agreement as needed. Use of our servers by you after said changes constitutes acceptance of those new terms and conditions. If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with Section B.

G. Notification of Account Changes. You agree to provide us with such other information relating to your use of this service as we deem necessary or desirable. You agree to notify us if your address, email address, telephone number, billing information changes.

H. Notices. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.

I. General Provisions. The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force. This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. Subject to Section I, no supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization. In the event of a dispute, the parties agree to submit the matter to the Community Dispute Resolution Service or any recognized Arbitration Board located within our state and county, before instituting litigation.

## Affiliate Commission Schedule and Payout

The Unlock A Book Sales-Tiered Affiliate Commission Program is UNLAB's default standard commission program for affiliates. From time-to-time there may be other special affiliate program offerings. These special programs will normally be associated with one-time promotions that have a specific expiration date. The default standard commission program is a continuing program. It is the subject of this section.

There are 4 levels of Affiliate commissions in the default standard. All commissions are paid on the sales total of finalized sales that are initiated through an Affiliate's link. All commissions are paid via Paypal deposit and are paid monthly on the 15<sup>th</sup> of the month for commissions earned on a current basis up until the date and time payment is released. A minimum of \$15.00 in commissions earned (for each pay period) is required before any commissions are paid.

The schedule of commissions is set out in the table below. Unlock A Book Publisher's, LLC (UNLAB) will make every effort to timely adjust commission payout percentages for achievement of cumulative sales totals according to the following schedule, but the adjustment to different commission levels is a manual one and will be done only once per month at the first of every month and such changes will NOT be retroactive.

If an Affiliate determines that their commission amount has not been properly adjusted based upon sales volumes achieved, the Affiliate should inform UNLAB by email. UNLAB will review the claim and make appropriate adjustments, but will not do so retroactively. Thus, although UNLAB will make every effort to keep commission payments in line with the following schedule, it is ultimately the affiliate's responsibility to make certain their commission is being paid out according to the following schedule and informing UNLAB if they feel it is not.

AFFILIATE PROGRAM LEVEL	COMMISSION % PAID	FOR CUMULATIVE SALES* FROM
Bronze	10%	\$0 to \$500
Silver	13.5%	\$501 to \$1,000
Gold	17.0%	\$1001 to \$5,000
Platinum	20.0%	\$5,001 and above

\* Cumulative sales are all sales that are credited to an Affiliate from the beginning date of the Affiliate's relationship with UNLAB.

Please remember that the terms noted in the above table are subject to the terms noted in the **Terms of Service** (above), most specifically citing section "F" therein.

# Affiliate Tools and Affiliate Responsibility

Over time UNLAB will provide a variety of tools for Affiliates to use in promoting UNLAB's products. Some will be for continuing use and others for specific windows in time to promote specific product offerings or specials.

The tools (e.g. email templates, banners, text ads, etc.) should always be used according to the highest ethical standards and in compliance with the CAN-SPAM Act of 2003 and any future updates thereof and otherwise in accordance with the Terms of Service. UNLAB acknowledges that Affiliates may customize the tools in minor ways to personalize them. Affiliate agrees that it will not make adjustments to the tools that would cause them to become non-compliant. Please visit the following link to review the legal requirements of the act:

<http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.shtm>

As stated in more specific detail in the Terms of Service, UNLAB will not be responsible for any fraudulent or harmful act or law violation based upon the actions of an Affiliate. Affiliates are independent contractors acting on their own behalf and are not considered employees of UNLAB. As an Affiliate you agree to hold harmless and defend UNLAB against any actions taken against you or claims made against you regarding your activities as an affiliate for UNLAB.

The current tools available for Affiliate use may be found by logging into your Affiliate account through the Affiliate Login Page (found under the "Affiliate Info" link on the UnlockABook.com website). Once logged in, click on "Links and Tools" in the main navigation bar, then, just below the main navigation bar on the left, click on the specific tool of choice (e.g. ads, email, etc.). Then, simply follow the instructions to utilize the tools as provided on the "Links and Tools" page.

UNLAB may forward tools to affiliates from time-to-time along with information about a particular promotion. UNLAB will make an effort to provide a copy of these tools on its website. Tools that are no longer applicable to current product offerings or expired promotions will be removed by UNLAB and should no longer be used by Affiliates.