

Xlibris Affiliate Programme Rules

1. LINKS

Xlibris will make available to you graphic and/or textual links, which will establish a direct hyperlink connection from your website to the Xlibris website. The links will incorporate a referral number, assigned by Xlibris that will uniquely identify you with respect to individuals referred to Xlibris in connection with this programme.

Xlibris will not be responsible for link failures due to any modifications to the links made by you. You agree that your website will not in any way copy or resemble the look and feel of the Xlibris website, nor will you create the impression that your website is the Xlibris website. Xlibris must have on file a valid W-9 form for each author as well as a corresponding mailing address.

2. SITE RESPONSIBILITY

You will be solely responsible for the development, operation and maintenance of your website and for all materials that appear on it. Such responsibilities include, but are not limited to:

- ensuring that your website operates properly with respect to the use of the links;
- ensuring the accuracy and appropriateness of materials posted on your website;
- ensuring that materials posted on your website do not violate any law, rule or regulation, or infringe upon the rights of any third party (including, for example, copyright, trademarks, privacy or other personal or proprietary rights); and
- ensuring that materials posted on your website are not libellous or otherwise illegal, do not include any sexually explicit material, and do not promote any illegal or morally offensive activity.
- You agree that you will not send unsolicited mail or e-mail to others in order to promote the products or services of Xlibris.

3. LICENCES

Xlibris hereby grants you a non-exclusive, non-transferable, revocable and limited licence to reproduce and display the Xlibris trademarks and logos provided to you by Xlibris in connection with the display of the Links.

4. CONSIDERATION

For each individual referred to Xlibris, you shall be entitled to receive from Xlibris a referral fee in the sum of \$100.00, subject to the following:

- The referred individual must publish at least one manuscript in paperback or hardback form with Xlibris; and
- The referred individual must meet all payment obligations to Xlibris.
- Within thirty (30) days after the end of each calendar month, Xlibris will forward to you any payment due for referred individuals meeting the conditions listed above, via check along with a statement detailing the basis for such payment.
- Xlibris will not be held responsible for failure to make referral payments due to technical problems, acts of third parties, or events outside the control of Xlibris.
- Xlibris reserves the right to change the amount of the referral fee without notice.

5. TERM; TERMINATION

Xlibris may terminate this programme at any time, with or without cause, by giving the other Party notice of termination. Notice may be provided by email.

6. INDEMNIFICATION

You acknowledge that by participating in the Xlibris referral programme, Xlibris does 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, you shall defend, indemnify, and hold harmless Xlibris from and against any suit, proceeding, assertion, damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of customers or other third parties claim against Xlibris and its suppliers, officers, directors, employees and agents arising from or connected with your website, including without limitation any activities or aspects thereof or commerce conducted thereon.

7. LIMITATION OF LIABILITY; DISCLAIMERS

Except with respect to liabilities arising under the previous paragraph, in no event shall either party be liable to the other party for indirect, incidental, consequential, special, or exemplary damages, including, without limitation, damages for loss of revenue or lost profits, arising from any provision of this agreement, even if such party had been advised of the possibility of such damages.

Except as expressly set forth in this agreement, neither party makes any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. In addition, neither party makes any representation that the operation of its website will be uninterrupted or error free, and such party will not be liable for the consequences of any interruptions or errors.

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