

Affiliate Program Agreement

Upon registering for (“IADB” or “us”) affiliate program you will gain access to the website for affiliates (the “**Affiliates Site**”), where you can manage your payouts and view the transactions completed by your referrals.

Any person or entity that participates or attempts to participate in our associate marketing program (the “**Affiliate Program**” and such person or entity, “**you**”, or an “**Associate**”) must accept this Affiliate Agreement (this “**Agreement**”) without change. By registering for or using the Affiliates Site, you agree to this Agreement. Please read it carefully.

1. Description of the Affiliate Program

The Affiliate Program permits you to monetize your website, social media user-generated content, or online software application (referred to here as your “**Site**”), by placing links to the iadb.com website on your Site. The links must properly use the special “tagged” link formats we provide.

When our customers click through the Special Links to purchase an item sold or services offered on the IADB Site (a “**Product**”) or take other actions, you can receive program fees for qualifying purchases. In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, widgets, links, marketing content, and other linking tools, application program interfaces, and other information in connection with the Affiliates Program (“**Content**”). Content specifically excludes any data, images, text, or other information or content relating to product offerings on any site other than the IADB Site.

2. Affiliate Program Compliance Requirements

You must comply with this Agreement to participate in the Affiliates Program and receive fees.

You must promptly provide us with any information that we request to verify your compliance with this Agreement.

If you violate this Agreement, or if you violate terms and conditions applicable to any other IADB marketing then, in addition to any other rights or remedies available to us, we reserve the right to withhold (and you agree you will not be eligible to receive) any and all fees otherwise payable to you under this Agreement, whether or not directly related to such violation.

3. IADB Customers

Our customers are not, by virtue of your participation in the Affiliates Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the IADB Site will apply to those customers, and we may change them at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with an IADB Site, you will state that those customers must follow contact directions on that IADB Site to address customer service issues.

4. Warranties

You represent, warrant, and covenant that (a) you will participate in the Affiliate Program and create, maintain, and operate your Site in accordance with this Agreement, (b) neither your participation in the Program nor your creation, maintenance, or operation of your Site will violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any applicable governmental authority

(including all such rules governing communications and marketing) or any contract or other binding obligation to any third party, (c) you are lawfully able to enter into contracts (e.g. you are not a minor) and (d) the information you provide in connection with the Affiliates Program is accurate and complete at all times. You can update your information by logging into your account on the Affiliates Site and selecting “Profile”.

We do not make any representation, warranty, or covenant regarding the amount of traffic or fees you can expect at any time in connection with the Affiliates Program, and we will not be liable for any actions you undertake based on your expectations.

5. Term and Termination

The term of this Agreement will begin upon your registration on or use of the Affiliate Site and will end when terminated by either you or us. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You can provide termination notice by logging into your account on the Affiliates Site and selecting the option to close your account in “Profile”.

We may hold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (for example, to account for any cancellations or returns).

Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, including any and all licenses granted in connection with this Agreement, together with any payable but unpaid payment obligations under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

6. Disclaimers

THE AFFILIATES PROGRAM, THE IADB SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE IADB SITE, ANY SPECIAL LINKS, LINK FORMATS, CONTENT, THE PRODUCT ADVERTISING API, DATA FEED, PRODUCT ADVERTISING CONTENT, OUR AND OUR AFFILIATES’ DOMAIN NAMES, TRADEMARKS AND LOGOS (INCLUDING THE IADB MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE AFFILIATES PROGRAM (COLLECTIVELY THE “**SERVICE OFFERINGS**”) ARE PROVIDED “AS IS” AND “AS AVAILABLE”. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION,

DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE AFFILIATES PROGRAM, CONTENT, THE PRODUCT ADVERTISING API, DATA FEED, PRODUCT ADVERTISING CONTENT, PROGRAM POLICIES, THE AFFILIATES SITE, OR ANY IADB SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATES PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE AFFILIATES PROGRAM.

7. Limitations on Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT.

8. Indemnification

WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR SITE OR YOUR VIOLATION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR SITE OR ANY MATERIALS THAT APPEAR ON YOUR SITE, INCLUDING THE COMBINATION OF YOUR SITE OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR SITE OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR SITE, (C) YOUR USE OF ANY CONTENT, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THIS AGREEMENT, ANY OPERATIONAL DOCUMENTATION, OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), OR (E) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Disputes

Any dispute relating in any way to the Affiliate Program or this Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of New York, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us

Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

10. Additional Provisions

By accepting this Agreement, you hereby consent to us: (a) sending you emails relating to the Affiliate Program from time to time, (b) monitoring, recording, using, and disclosing information about your Site and users of your Site that we obtain in connection with your display of Special Links and Content (for example, that a particular IADB customer clicked through a Special Link from your Site before buying a Product on the IADB Site) in accordance with the privacy notice, (c) reviewing, monitoring, crawling, and otherwise investigating your Site to verify compliance with this Agreement, and (d) using, reproducing, distributing, and displaying your implementation of Content displayed on your Site as examples of best practices in our educational materials.

You acknowledge and agree that (a) we and our affiliates may at any time (directly or indirectly) solicit traffic on terms that may differ from those contained in this Agreement, (b) we and our affiliates may at any time (directly or indirectly) operate sites or applications that are similar to or compete with your Site, (c) our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement, and (d) any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement can be made, taken, or given in our sole discretion and are only effective if provided in writing by our authorized representative.

You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. 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.

This Agreement incorporates, and you agree to comply with, the most up-to-date version of all policies, appendices, specifications, guidelines, schedules, and other rules referenced in this Agreement or accessible on the Affiliates Site ("**Program Policies**"), including any updates of the Program Policies from time to time. In the event of any conflict between this Agreement and any Program Policy, this Agreement will control. This Agreement (including the Program Policies) is the entire agreement between you and us regarding the Affiliates Program and supersedes all prior agreements and discussions.

Whenever used in this Agreement, the terms "include(s)", "including", and "for example" are used and intended without limitation.

All non-public information provided by us in connection with this Agreement or the Affiliates Program is considered confidential information, and you will maintain the same in strict confidence and not disclose the same to any third party (other than your affiliates) or use the same for any purpose other than your performance under this Agreement, which restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties.

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your Site or otherwise, that contradicts or may contradict anything in this paragraph. If you authorize,

assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

11. Modification

We reserve the right to modify any of the terms and conditions contained in this Agreement (including those in any Program Policy) at any time and in our sole discretion by posting a change notice, revised Agreement, or revised Program Policy on the Affiliates Site or by sending notice of such modification to you by email to the primary email address then-currently associated with your Affiliates account (any such change by email will be effective on the date specified in such email but will in no event be less than two business days after the date the email is sent). YOUR CONTINUED PARTICIPATION IN THE AFFILIATES PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH NOTICE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.