

Self Maps Affiliate Portal Services Agreement



This Agreement for "Services" is made and entered into by and between Self Maps, LLC, the "Company" and the "Affiliate" identified below.

1. Services and Pricing:

(a.) **Schedule of Services:** Refer to Schedule A for a description of the services to be provided on SelfMaps.com.

(b.) **Schedule of Prices:** Refer to Schedule A for pricing of the services to be provided on SelfMaps.com. Prices are subject to change with 30 days notice.

(c.) **Prohibited Uses of Services:** Affiliate will not use the Services, directly or indirectly, to undertake or accomplish any unlawful purpose.

2. Payment Terms:

(a.) **Fees and Charges:** Affiliate will pay all charges and fees for Services as described in Attachment A. The Company will have the right from time to time to change the amount of charges and fees and/or its method of billing for services at its discretion. All payments are due 10 days from the date of billing.

(b.) **Late Payments; Failure-to-Pay:** The following terms and conditions will apply to late payments:

- An outstanding balance in excess of 30 days will result in suspension of portal services.
- An outstanding balance in excess of 30 days will be turned over for collection.
- If the Company is required to use a collection agency or attorney to collect money owed by Affiliate or to assert any other right that the Company may have against Affiliate, Affiliate will pay the reasonable costs of collection or other action, including, but not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs.

3. Termination;

(a.) **Term:** This Agreement will continue in effect until terminated by either party.

(b.) **Termination by Affiliate:** Affiliate may terminate this Agreement for any reason at any time by giving 30 days notice to the Company. Upon termination by Affiliate, Affiliate will be responsible for any and all applicable fees and charges up to and including the date of termination.

(c.) **Termination by the Company:** The Company may terminate this Agreement if billed charges remain unpaid for more than 30 days. The Company may also terminate this Agreement for any reason at any time by giving 30 days notice to the Affiliate.

(d.) **Retention of Rights:** Nothing contained in this Agreement will be construed to limit any rights or remedies of the Company available at law or in equity.

4. Representations and Warranties of Affiliate:

Affiliate acknowledges that the Company is relying upon Affiliate's representations in order to offer Services to Affiliate in accordance with the terms of this Agreement. Affiliate represents and warrants that:

(a.) **Affiliate Information:** All information provided by Affiliate to the Company is complete and accurate in all respects, including, without limitation, Affiliate's legal name, address, telephone number(s), and e-mail information. Affiliate will keep all information current and accurate and promptly notify the Company of any change. Failure to comply with these terms will constitute a breach of this Agreement.

5. Limitation of Liability; No Warranties; Warnings:

(a.) **Survival:** All representations, warranties, indemnifications and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

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(b.) **Limitation of Liability:** IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT, AND OTHERWISE), WILL THE COMPANY HAVE ANY LIABILITY TO AFFILIATE FOR ANY DIRECT OR INDIRECT LOSS FROM ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, DELAYS IN WEBSITE OPERATION, OR DELAYS IN TRANSMISSION.

(c.) **Sole Remedy:** Affiliate's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of the Company is limited to the maximum extent permitted by law.

6. Miscellaneous:

(a.) **Notice:** Notices to Affiliates from the Company may be delivered by: sending notice via first-class U.S. postal mail, or overnight courier service to Affiliate's address of record, or via e-mail to the e-mail address listed on the Affiliate's account. Affiliate acknowledges and agrees that any one of the foregoing will constitute sufficient notice. Affiliate acknowledges that, from time to time, the Company may notify Affiliate about important information regarding the Services and the Agreement using one or more of the methods set forth in this Agreement.

(b.) **Changes to Services and the Agreement:** The Company may, in its sole discretion, change, add to or remove portions of Services at any time without notice. In addition, the Company may modify this Agreement at any time in its sole discretion upon reasonable advance notice to Affiliate. The Company will notify Affiliate of any such modifications by one or more of the methods set forth in this Agreement, and Affiliate acknowledges and agrees that such will constitute sufficient notice of such changes. Affiliate's continued use of the Services following notice of such changes will be deemed to be Affiliate's acceptance of any such changes. If Affiliate does not agree to any such changes, Affiliate must immediately stop using the Services and notify the Company that Affiliate is terminating this Agreement, and the appropriate procedures for termination, as described in this Agreement, will apply.

(c.) **Assignment:** The Company may assign its rights and obligations under this Agreement, without notice. This Agreement may not be assigned or transferred by Affiliate without the Company's prior written consent.

(d.) **General:** This Agreement, the current and future web site described in this Agreement, and any attachments, schedules, and exhibits constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement.

Affiliate: _____

Company: Self Maps, LLC _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

E-Mail: _____

Phone: _____

Address: _____

Affiliate Signature

Company Signature

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Schedule A

1. .

2. .

3. .