

Company Affiliate Service Agreement

This Affiliate Service Agreement (the "Agreement") is made by and between Your True Nature, Inc, a Colorado, USA corporation ("Company"), and you, as an Affiliate user of the Company service ("You", "Your", "Affiliate", or "Affiliate Member").

To be an authorized Affiliate Member of Company, You agree to abide by the terms and conditions contained in this Agreement. Please read this Agreement carefully before registering and using the Company Service as an Affiliate.

By clicking on the "I have read and accept the Company Privacy Policy and Affiliate Service Agreement" box at the bottom of the signup page and using the Company Service as an Affiliate, You indicate Your acceptance of this Agreement and its terms and conditions. If You do not accept this Agreement, do not use the Company Service as an Affiliate.

PRIVACY POLICY

Company respects the privacy of its users and promises not to disclose personal or business information to third parties without the express permission of You and Your company. We will not sell Your name, e-mail address, phone number, or any other personal information to anyone else. We consider this information to be private, and it will remain as such.

If You have any questions about Your privacy rights, or would like further information regarding the confidentiality of Your interactions with Company, contact us at notify@treegreetings.com

DEFINITIONS

"Affiliate Marketing" or "Performance Marketing" or "Revenue Sharing" occurs when online businesses ("Merchants") and web sites that generate online traffic ("Affiliates") partner to drive Visitors to the Merchant's Web site and the Merchant pays a reward when the Visitor referral results in a sale.

"Affiliate Member" or "Affiliate" means an authorized site that is rewarded for a legitimate sale by a Visitor, and uses the Company Service to facilitate applications, tracking, reporting, and receipt of Commission payment.

"Merchant Member" or "Merchant" means a Web site that pays a reward for a legitimate sale by a Visitor, and uses the Company Service to facilitate sign-ups, tracking, reporting, and issuance of Commission payment.

"Visitor" means any person, Web surfer or user that clicks on a Link to a Merchant's Web site placed on an Affiliate's Web site.

"Pay-per-sale" means the Payout the Merchant agrees to pay for Visitors referred to the Merchant's Web site that results in a sale of a product or service. The sale must occur at through an authorized Affiliate's site, otherwise no Payout shall occur.

"Payout" means the amount per-sale established and agreed upon by Company and the Merchant. The Payout may be expressed as a set amount.

"Commission" means the amount per-sale paid by Company to an Affiliate. The Commission may be expressed as a set amount or as a percent of sales.

"Link" means a hyperlink placed on an Affiliate Member's site that, when clicked on, serves a Merchant's Web site to the Visitor's browser. The Link may be in the form of text, a product image, a button, a banner or any other format acceptable to the Merchant.

"Referrer" means any person or company that is an approved Affiliate Member and has been approved by the Company as a Referrer. Referrers must submit an online Referrer application and have been approved by Company.

"New Referred Affiliate" means any person, Web surfer or user that becomes a Company Affiliate through Your referral via an authorized link from Your Affiliate Web site to the Company Web site, as long as the New Referred Affiliate is not already an existing Company Affiliate Member.

"Chargeback" means a reversal of a Payout previously earned for a sale, lead, or click that is later rescinded or corrected by the Merchant. A Chargeback is defined and limited to product returns, duplicate entries, non-qualified sales, and unauthorized payment or non-receipt of payment from the Visitor to the Merchant.

"Your Account" means a separate, specific account within the Service that is credited with Your Commissions and other earnings.

THE SERVICE

Company has developed and operates a service (the "Service") which allows Web sites to run and/or participate in Affiliate Marketing programs. You wish to become an Affiliate Member of Company and utilize the Service as an Affiliate. As an Affiliate Member of Company you will be establishing Revenue Sharing arrangements with third party organizations, called Merchants. All Affiliate relationships established between You, the Affiliate, and Company Merchant Members, will be conducted and managed through the Service.

LINK PLACEMENT

As an Affiliate Member of the Service, you may place and remove Merchant Links on Your site and in Your email messages at Your discretion.

AFFILIATE PAYMENT

You will receive a Commission for sending a Merchant authorized sale via Your Links. In order to place Links, You must first be approved by a Merchant to become an Affiliate of that Merchant's program. You understand that the Payout amount may be changed at any time. Company will notify You, the Affiliate, via email of any Payout changes. This information is also available to You at the Company Member's Area. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued.

Your Account will be credited for all sales via Your Links in accordance with the terms of the Company Affiliate program. This program currently pays You \$.50 for each tree purchased if you are a level I Affiliate or \$1. for each tree purchased if you are a level II Affiliate.

To qualify as a level I Affiliate you agree to put the TreeGreetings Affiliate Logo and corresponding link on your Website. To qualify as a level II Affiliate you agree to additionally promote TreeGreetings and the link via two of the following methods; printed newsletters, ezines, direct mailings or other reasonable promotions in each calendar year.

You receive the Commission from Company. Payments are made automatically by check on the twenty-fifth (25th) day of month directly following the close of each quarter when Your account balance reaches \$50. Quarters close on March 30, June 30, September 30, and December 31. If the amount is less than \$50. no payout will be made until the balance reaches \$50. Money credited to Your Account does not accrue interest.

In the event of a Chargeback by a Merchant, Company may recover from You the corresponding Commission previously credited to Your Account. The Chargeback Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the Chargeback Commission, the Chargeback Commission will be deducted against Your future earnings.

REFERRAL PROGRAM

IN ADDITION TO YOUR EARNINGS AS AN AFFILIATE MEMBER, you may receive a Commission for referring new potential Affiliate Members when your referral results in their becoming an Affiliate Member. It will be at Merchants sole discretion if your referred new potential Affiliate Member is approved to become an Affiliate Member. A referral will be deemed to be completed when the potential Affiliate Member puts your referral code on their online Affiliate application AND they are approved by Merchant as an Affiliate Member.

Your Account will be credited for all sales made via New Referral Affiliates in accordance with the terms of the Company referral program. This program currently pays You \$.15 for each tree purchased via the referred Affiliate Member's Link for as long as You are an active Affiliate Member of the Service.

You understand that the Payout amount may be changed at any time. Company will notify You, the Affiliate, via email of any Payout changes. This information is also available to You at the Company Member's Area. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued.

ADVERTISEMENT

Advertisement. Website Owner will post at his/her website an advertisement of Advertiser's TreeGreetings Affiliate Logo and corresponding link code (the "Advertisement"). Website Owner will post the Advertisement as specified by Advertiser with no changes in content, appearance, design, format or specification. Website Owner will remove the Advertisement from the website at Advertiser's request at any time for any reason.

Advertiser's Proprietary Information. The advertising copy, graphics and the copyright in them will remain the sole property of Advertiser. Website Owner agrees that by posting Advertisement it acquires no rights in any trademark or other intellectual property owned or used by Advertiser. Any rights arising from use of Advertiser's trademarks pursuant to this Agreement inure to Advertiser's benefit.

INACTIVE ACCOUNTS

If Your account as an Affiliate Member has not received any credits (defined as money earned by You from Visitors purchasing TreeGreetings via an active TreeGreetings Affiliate logo/link from Your website) within a one month period, an inactive account charge will be applied to Affiliate Member's account each month that Your account remains open or until Your account reaches a zero balance. At that time Your Affiliate Member account will become inactive.

If Your account as Referrer has not received any credits (defined as money earned by You from Visitors purchasing TreeGreetings via an active TreeGreetings Affiliate logo/link that has put your referral code on their Affiliate application and has been approved by our Company) within a one month period, an inactive account charge will be applied to Your Referral account each month that Your account remains open or until Your account reaches a zero balance. At that time Your Referral account will become inactive

EMAIL CONTACT

Company reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any Company related products and services.

CHANGES TO THE SERVICE

Company reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, Company will notify You via e-mail, newsletter or the Company Web site at least 14 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

REGISTRATION

To sign up as an Affiliate Member of Company and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age.

The following types of sites are not allowed to participate in company: adult sites, sites that display adult banners, sites that promote violence, bigotry, or hatred. Sites that promote illegal activity, including but not limited to warez, cracking, and hacking sites.

You agree that You have read the documentation for the Service and understand its features and rules. As part of the registration process, You will select an email and password combination that You use to access Your Affiliate Member area within the Service. You shall provide Company with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity.

You agree that Company may rely on any data, notice, instruction or request furnished to Company by You which is reasonably believed by Company to be genuine and to have been sent or presented by a person reasonably believed by Company to be authorized to act on Your behalf. You shall notify Company by e-mail at notify@treegreetings.com of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your email and password. You shall be responsible for maintaining the confidentiality of Your email and password and You are responsible for all usage and

activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Company and referral to the appropriate law enforcement agencies.

ACCEPTED USE OF THE SERVICE

You represent to Company that all content You provide to the Service is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate Member of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As Company may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate Member, You may not artificially inflate traffic counts to Merchant site(s) using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects. You may not click on Your own banners and/or links or submit multiple leads to Your Merchant partners. Links may not be placed in newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales to the related Merchant for that Link. Points or reward programs for pay-per-lead programs are not allowed unless specifically approved by the Merchant.

Company reserves the right to deem any site inappropriate and terminate the site as a member of company. If You are terminated from the Service, Company has the right to withhold money You earned within the Service or money that You owe within the Service and You will not be allowed to re-join Company.

LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, company disclaims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, in relation to the service, its use and the results of such use. Without limiting the foregoing, company specifically disclaims any warranty (a) that the service will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components, (d) that the security methods employed will be sufficient, or (e) regarding correctness, accuracy, or reliability. Applicable law may not allow the exclusion of implied warranties so the above exclusion may not apply to you.

The Merchant will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the Merchant liable for any of the consequences of such interruptions. Merchant shall have no liability for unauthorized access to, or alteration, theft or destruction of any web site of affiliate or affiliate customer data files or systems or programs through accident, fraudulent means or devices. Merchant shall have no liability with respect to merchant obligations hereunder or otherwise for consequential, exemplary, special, incidental, or punitive damages even if merchant has been notified of such damages. Any liability of merchant hereunder shall be limited to the revenue earned by merchant as a direct result of this agreement.

Limitation of liability company or its suppliers or resellers or merchants shall not be liable to you or any other person for (i) any indirect, special, incidental or consequential damages of any character arising out of the use of or inability to use the company service or any information provided on the company web site or any other hyperlinked web site, including, without limitation, damages for loss of goodwill, any lost profits, business interruption, loss of programs or other data, even if company or a company authorized representative has been advised of the possibility of such damages or (ii) any claim attributable to errors, omissions or other inaccuracies in the web site or any hyperlinked web site. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply to you. In such jurisdictions, company's liability is limited to the smallest amount permitted by law. This paragraph will survive the failure of any exclusive or limited remedy.

You agree that Company, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the Merchant, jointly and severally agree to indemnify, defend, and hold harmless Company and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Company agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Company's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

NON-DISCLOSURE

Company acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. Company agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Company, that becomes available to Company from third parties without knowledge by Company of any breach of fiduciary duty, or that Company had in its possession prior to the date of this Agreement.

Company does not collect information about a Merchant's customer transactions, other than what is passed to us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. Company reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Company deems appropriate.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Merchant provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Merchant, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

All images, technology and content provided to You by a Merchant is and shall remain the Merchant's sole property and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the Merchant's trademarks, banners, the content or any of the provided images in any way. You shall use the marks exactly in conformance with the Merchant's trademark usage policies as communicated to You from time to time. A Merchant Member may immediately terminate Your license to use the marks if the Merchant reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledges that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Merchant above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge the Merchant's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

REPRESENTATIONS

Company makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-Company Web site does not mean that Company endorses or accepts any responsibility for the content or the use of such Web site.

NONASSIGNABILITY

Affiliate or Company may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

Information Company publishes on the Service may contain references or cross references to Company's programs or services that are not announced or available in Your jurisdiction. Such references do not imply that Company intends to announce such programs or services in Your jurisdiction. Except as described otherwise, all materials on the Service's site are made available only to provide information about Company. Company controls and operates its site from its offices in the United States of America and makes no representations or warranties that these materials are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. If You use Company's site from other locations, You are responsible for compliance with applicable local laws. This Agreement shall be governed by the State of Colorado law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Colorado, USA and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

GENERAL

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement will benefit and bind the parties and their respective successors and assigns, contains a complete statement of all arrangements between the parties relating to its subject matter, and supersedes all existing Agreements between them relating to its subject matter. This Agreement may not be changed orally. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing. Neither party will be considered as, or hold itself out to be, an agent of the other party, and neither party may act for or bind the other party in any dealings with a third party. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Colorado. This Agreement may be terminated by either party, upon thirty days written notice.

DIGITAL SIGNATURES

Assent to this Agreement, and notices given pursuant to this Agreement will constitute a "signature" as interpreted under the Colorado Uniform Commercial Code and will be binding on both parties.

CONTACT INFORMATION

Email us at notify@treegreetings.com

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