



Terms & Conditions

Welcome to the Hallelujah Acres Affiliate/Partner Program. We provide a full range of advanced **marketing tools, web content, tracking and reporting technologies** as well as **personal support** to meet the full range of our affiliates and partners needs, from beginner to seasoned professional.

The terms and conditions below will help guide our relationship as you promote Hallelujah Acres products and services to your customer base and enjoy an unlimited earning opportunity.

Exhibit 1 - Enrollment in the Program	Exhibit 2 - Links on Your Website
Exhibit 3 - Prohibitions	Exhibit 4 - Order Processing
Exhibit 5 - Commissions	Exhibit 6 - Commission Schedule
Exhibit 7 - Commission Payment	Exhibit 8 - Policies and Pricing
Exhibit 9 - Limited License; Restrictions	Exhibit 10 - Responsibility for Your Website
Exhibit 11 - Term of the Agreement	Exhibit 12 - Modification
Exhibit 13 - Relationship of Parties	Exhibit 14 - Indemnification
Exhibit 15 - Limitation of Liability	Exhibit 16 - Disclaimers
Exhibit 17 - Independent Investigation	Exhibit 18 - Miscellaneous
Exhibit 19 - Publicity	Exhibit 20 - Confidentiality
Exhibit 21 - Remedies to hacres.com	

Exhibit A - Trademark Requirements
Exhibit C - RSS Feeds

Exhibit B - Sub-Affiliates or Networks

I. Enrollment in the Program

You may submit a completed Program application to begin the enrollment process ("Application"). Submission of your Application to the hacres.com Affiliate Program implies acceptance to the terms set forth in this Agreement. We will evaluate your Application and notify you of your acceptance or rejection. We may reject your Application if, in our sole discretion, we determine for any reason that your website or presentation materials are unsuitable for the Program.

Hallelujah Acres, Inc. associates, family members of associates who reside in the same household, and suppliers are not eligible to enroll in the Program.

Unsuitable websites include, but are not limited to, those that:

- Promote sexually explicit material;
- Promote violence or hate toward any persons or groups;
- Promote illegal activities;
- Promote alcohol, tobacco, gambling/lottery in any way;
- Promote the use of pyramid, "ponzi", or similar investment schemes;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Contain, in our sole judgment, material that is defamatory, fraudulent, or harassing to us or any third party;
- Are known as "blogging sites", defined for purposes of this Agreement as sites that contain only blogging and no other form of informational content;
- Include "Hallelujah Acres" or variations or misspellings thereof in their domain names;
- Otherwise violate intellectual property rights of Hacres.com, or its suppliers;
- Disparage hacres.com, affiliates, or their suppliers;
- Are under construction or not live at the time of Application;
- Do not clearly state an online privacy policy to its visitors; or
- Provide a portion of their Commissions (as defined in Section 5) to websites or organizations that would violate any of the above criteria.

In addition, hacres.com may, at its discretion, decline to accept, require adherence to an additional set of terms and conditions, or require the posting of specific copy for any website that (1) donates, directs or transfers any portion of their Commissions or affiliate benefits to any charitable website, education-related website, organization or program; or (2) provides rewards back to their members in the form of points or cash-back, or conduct other similar loyalty programs in connection with purchases made by members via their websites.

Regardless of your acceptance in the Program, we may terminate this Agreement for any reason, at any time.

The terms of our acceptance criteria are subject to change at any time without prior notice.

All decisions for acceptance into the Program will be made within our sole discretion.

If your Application is not accepted, you may reapply to the Program at any time; however, you should not and may not link to our Site unless you are approved for the Program.

As a member of the Affiliate Program, you grant hacres.com permission to distribute any email communication directly to you that hacres.com determines is necessary communication for you to receive in order to continue as a member of the Program, regardless of your choice to opt-out from certain communication.

2. Links on Your Website or Third Party Websites

Upon acceptance into the Program, we will make available to you Qualifying Links that are subject to the terms and conditions of this Agreement. A "Qualifying Link" is a link from a website to our Site using one of the Universal Record Locators ("URLs") or graphic links provided by hacres.com, Impact Radius or by other means selected by us for use in the Program. All Qualifying Links must link directly and exclusively to hacres.com. Hacres.com must approve each and every website that links to our Site through a Qualifying Link. If you use a Qualifying Link to link a website to our Site without seeking explicit authorization, your continued use of that Qualifying Link shall be considered a breach of this Agreement. However, continued use of the Qualifying Link will nonetheless subject such websites to the Terms and Conditions of this Agreement.

The Qualifying Links will serve to identify your website as a member of the Program and will establish a link from a website to our Site. All Qualifying Links that you will use in the Program will be provided to you. You also agree that you will display on the website containing the Qualifying Link only those logos, trade names, trademarks, graphic images and similar identifying material ("Licensed Materials") that are provided by us, and you will substitute such images with any new materials provided by us from time to time throughout the term of this Agreement. A web widget that is pre-approved in writing by Hacres.com for use on your website may be considered a Qualifying Link for purposes of this Agreement. Accordingly, web widgets are subject to all of the Terms and Conditions of this Agreement that apply to Qualifying Links.

Only valid Qualifying Links will be tracked for purposes of determining Commissions that you may be eligible to receive on sales of Qualifying Products (as defined below) generated through your participation in the Program.

Only Qualifying Links may be used to link a website to areas within our Site. You may not link directly to hacres.com without use of a Qualifying Link. You may post as many Qualifying Links to our Site as you like on a website, provided that you ensure that each website containing a Qualifying Link posted by you meets the terms of this Agreement, including without limitation, that such website does not fall into the "unsuitable website" category described in Section 1, does not fall into the "prohibitions" set forth in Section 3, and you take responsibility for all websites on which you post a Qualifying Link in accordance with Section 10. The position, prominence and nature of links on a website shall comply with any requirements specified in this Agreement but otherwise will be in your discretion.

You acknowledge that, by participating in the Program and placing a link to hacres.com (or any category page therein) on any website through use of a Qualifying Link, we may receive information from or about visitors to such website or communications between such website and those visitors. Your participation in the Program constitutes your specific and unconditional consent to and authorization for our access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in our Privacy Policy located in the footer of the hacres.com Site.

3. Prohibitions

You understand and acknowledge that this Agreement is made between you and Hallelujah Acres, Inc and hacres.com is solely for the purpose of allowing you to link to the hacres.com Site.

As a condition to your acceptance and participation in the Program, you agree to the following prohibitions:

A. General Prohibitions.

You may NOT:

- Engineer any website containing a Qualifying Link in such a manner that pulls Internet traffic away from Hacres.com;
- Publish, link to, sell, otherwise distribute, or place a Qualifying Link on the same page or in close proximity to any Objectionable Content. For purposes of this Agreement, "Objectionable Content" means any material, including textual, audio or video material, which is offensive (including hate speech or violence against a particular group of people); contains any nudity, explicit violence or sexual material; contains depictions of violent or sexual acts; is defamatory to any group or individual; or promotes alcohol, tobacco, or gambling/lottery;
- Attempt to modify or alter our Site in any way;
- Make any representations, either express or implied, or create an appearance that a visitor to your website is visiting our Site, e.g., "framing" or "wrapping" the Site in any manner without first obtaining in advance our express written permission. Such requests must be made in writing and sent to hacres.com, Attn: Affiliate Program Manager, 900 S. Post Road, Shelby, NC
- "Scrape" or "spider" the Site or any other websites for content (such as images, logos or text);
- Employ, use or place any web browser add-ons, toolbars or pop-ups on your website;
- Link any Qualifying Link to any website other than our Site, including, for example, your own website;
- Bid on our Trademarks at any website that provides search engine services and that results in driving traffic to any website, other than our Site, including your website;
- Engage in any direct or indirect relationships with ISPs and/or mobile carriers that results in the delivery or act of address bar keyword and URL error trafficking (e.g., a user mistypes a web address in the ISP's address bar or search bar, and, as a result, is redirected to a web page that contains a Qualifying Link that directs the user to sites like Hacres.com).
- Employ the use of any type of software download or technology which attempts to intercept or redirect traffic to or from any website;
- Use any Trademark (as defined in Exhibit A), or any Licensed Materials (as defined in Section 2), provided to you as a result of your participation in the Program to advertise or engage in services which result in a sale occurring on your website unless the item is fulfilled through hacres.com;

- Without the prior written approval of Hacres.com, use any Trademark, or any Licensed Material in an advertisement that is not created or provided by hacres.com in any way that might suggest or imply or mislead or is likely to mislead a visitor to your website into believing that hacres.com or any related entity was the creator or sponsor of such advertisement;
- Re-distribute Licensed Materials (as defined in Section 2) to websites which can reasonably be viewed as hacres.com's competitors;
- Re-distribute, display or syndicate Licensed Materials and/or hacres.com's data feed, including any product information set forth therein, to any third party partner, network or agency;
- Employ, use, or receive any direct or indirect benefit from, any "cookie stuffing" methods (e.g., use of "cookie stuffing" to cause Impact Radius tracking systems to conclude that a user has clicked through a Qualifying Link - and to pay commissions accordingly - even if the user has not actually clicked through any such link);
- Install spyware on another person's computer; cause spyware to be installed on another person's computer, or use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising other content on a website in a way that interferes with a person's ability to view that website;
- Display any material on a website containing a Qualifying Link which contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines;
- Without the prior written approval of hacres.com, use any widgets on your website that: (a) include any Trademarks (as defined in Exhibit A); (b) include any Licensed Materials (as defined in Section 2);
- Post, publish, link to or place a Qualifying Link on the Hallelujah Acres Facebook Page;
- Forward, redistribute, or otherwise repurpose any or all Qualifying Links to any third party;
- Release Hallelujah Acres sales circulars, advertisements or other information prior to their authorized release dates.

B. Prohibitions Regarding Use of Electronic Communications

Electronic Communication includes email messages, text messages, and any other form of non-verbal communication occurring without the use of physical mail. You may NOT do any of the following using Electronic Communication unless you first obtain in advance hacres.com's express written permission. Such requests must be made in writing and sent to hacres.com, Attn: Affiliate Program Manager, 900 S. Post Road, Shelby, NC or to partnerprogram@hacres.com. These prohibitions are in addition to, and not in place of, all prohibitions and restrictions that you are bound to under the Impact Radius Affiliate Membership Agreement, as amended. You may not:

- Generate or use Electronic Communication using or containing Trademarks (as defined in Exhibit A), or any variation or misspelling thereof, or products, or any of the Qualifying Links or URLS provided to you as part of the Program;

- Send any other Electronic Communication that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that Hacres.com or any related entity was the sender or sponsor of such Electronic Communication or procured or induced you to send such Electronic Communication;
- Forward, redistribute, or otherwise repurpose any Electronic Communication that hacres.com sends to its affiliates and/or customers; and
- Generate or send any unsolicited Electronic Communication (spam) under this Agreement

C. Prohibitions regarding use of Trademarks (as defined in Exhibit A)

In addition to the requirements and prohibitions regarding use of the Trademarks set forth in Exhibit A, and incorporated herein by reference, you may NOT:

- Use the Trademarks in any manner not expressly authorized by this Agreement.
- Use the Trademarks, or any variation or misspelling thereof, in metatags, hidden text or source code, in your domain name or any other part of your URL as further detailed in Exhibit A;
- Bid on keywords as further detailed in Exhibit A;
- Bid on our Trademarks at any website that provides search engine services and that results in driving traffic to any website, other than our Site, including your website;
- Use Hacres.com or vendors or suppliers' logos, trade names, trademarks, graphic images, product images, product references and similar identifying material unless expressly and specifically provided by hacres.com for use in the Program, unless used within a keyword string;
- In addition, you are bound to act in compliance with all applicable federal, state and local laws and regulations, including without limitation, the CAN-SPAM Act of 2003 ("CAN-SPAM") and the Children's Online Privacy and Protection Act of 1998 ("COPPA"). You shall protect, defend, indemnify and hold harmless us and our parent and related entities from and against any claims, actions, liabilities, losses, damages, costs or expenses, including without limitation, attorneys' fees and costs of litigation, even if such claims are groundless, fraudulent or false, incurred by us or our parent or related entities arising out of any content or activity by you or on your website or resulting from or in connection with your violation of any of the terms or prohibitions contained in this Agreement or any law, rule or regulation, including without limitation, claims for violations of third party intellectual property rights, and rights of privacy, including but not limited to CAN-SPAM and COPPA.

4. Order Processing

We will be responsible for all aspects of order processing and fulfillment of orders placed by customers who follow your Qualifying Links to the hacres.com Site in accordance with

applicable legal requirements. We reserve the right to reject orders that do not comply with any reasonable requirements that we periodically may establish. Among other things, we will prepare orders forms; process payments, cancellations, and returns; and handle customer service. You have the ability to track sales made to customers who purchase products using your Qualifying Links and you can review reports summarizing this sales activity. To permit accurate tracking, reporting, and fee accrual, you must ensure that your Qualifying Links are properly formatted. The form, content, and frequency of the reports are limited to those reports and capabilities available and may vary from time to time in our reasonable discretion. Hacres.com is not responsible for any changes in the format, timing, or types of reports available. Hacres.com will not be responsible for improperly formatted links regardless of whether you have made amendments to the code or not. In addition, we are unable to track or provide credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled.

5. Commissions

We will pay you Commissions on certain product sales to third parties generated from our Site only. For a product sale to generate a Commission, the customer must

- Use a browser that has its cookies setting enabled;
- Follow a Qualifying Link (in the format specified by Hacres.com) from a site to the Hacres.com site;
- Purchase the product using our automated ordering system;
- Accept delivery of the product at the shipping destination; and
- Remit full payment to us.
- We will pay Commissions on products that are actually purchased by a customer within the designated days after the customer has initially entered our Site ("Commission Time") as long as the customer reenters our Site directly during that time (and not through another affiliate link). We will not pay Commissions on any products are purchased on our Site when a customer has re-entered our Site (other than through a Qualifying Link from your website) after the Commission Time, even if the customer previously followed a link from your website to our Site. Commissions will not be earned on products where a customer's purchase of the product derived from search results driven from free or natural search; this includes results containing Qualifying Links displayed in a search engine's free/non-paid, natural, or organic search results in response to a search query which sends customers directly to hacres.com without the customer first being sent to an affiliate site and the customer clicking on a link to arrive at hacres.com. Gift Cards, and Online Gift Cards are not eligible to earn Commissions. Customer Service invoice adjustments and reorders are not eligible to earn Commissions. Products that are entitled to earn Commissions under the rules set forth above are hereinafter referred to as "Qualifying Products."

6. Commission Schedule

You will earn Commissions based on the sale price of Qualifying Products (as defined above), according to fee schedules to be established by us. "Sale price" means the sale price

listed on our Site and excludes costs for shipping, handling, gift-wrapping, rebates, refunds, returns, chargebacks, cancellations and taxes. The current Commission Schedule is available to you through the Partner Program available to all members of the Program ("Partner Program").

Because of the volume and breadth of items that we carry on our Site and our practice of continuing to add new items over time, certain items may not be listed in the Commission database at the time purchases are made through your website. In addition, we reserve the absolute right and discretion to exclude items from our Commission database. Therefore, you acknowledge and agree that we cannot and do not warrant or guarantee that you will be paid a Commission on any item(s) or that all items eligible for a Commission will be paid in accordance with the Commission Rates listed on the Affiliate Portal. You acknowledge that in such circumstances, you will accept the Commission Rates and payouts actually paid to you. We reserve the right, at our sole discretion, to change, modify, add or remove portions of this Commission Schedule, at any time. If you have any questions concerning whether a certain item is eligible for a Commission, please contact partnerprogram@hacres.com.

7. Commission Payment

Approximately 20 days following the end of each calendar month, you will receive a check for the Commissions earned on products that were shipped during that month, less any taxes that we are required by law to withhold from the final payment to you. If a customer returns a product that generated a Commission, you will see a deduction for the corresponding Commission from your next monthly payment; if there is no subsequent payment, you will receive an invoice for the Commission payable within sixty (60) days of your receipt of the invoice. All determinations of Qualifying Links and whether a Commission is payable will be made by hacres.com and will be final and binding.

8. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of hacres.com without affecting their status as your customer. Accordingly, all hacres.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers with respect to their transactions at hacres.com. We may change our policies and operating procedures at any time consistent with applicable laws. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. You may include current price information in your product descriptions only if such information is provided to you by hacres.com, provided that any price information must be accompanied with a statement on your website indicating to the user that in the event of any price difference between your website and Hacres.com, the price listed on hacres.com will govern. We will use commercially reasonable efforts to present current and accurate information, but we cannot guarantee the availability or price of any particular product.

9. Limited License; Restrictions

We grant you a limited, nonexclusive, nontransferable, revocable right to access our Site through the Qualifying Links solely in accordance with the terms of this Agreement and solely in connection with the Licensed Materials (as defined in Section 2), only as provided

to you by us or by other means selected by us, and solely for the purpose of identifying your website as a Program participant and to assist in generating the sale of hacres.com products.

You acknowledge that this Agreement does not provide you with any intellectual property rights in the Licensed Materials other than the limited rights contained herein. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. You may not sublicense, assign or transfer any such licenses for the use of the Licensed Materials, and any attempt at such sublicense, assignment or transfer is void. We may terminate your license to use the Licensed Materials for any reason at any time in our sole and absolute discretion. You agree to follow our Trademark Requirements in Exhibit A, as those may change from time to time. We may revoke your license at any time by giving you written notice.

10. Responsibility for Your Website or a Third Party Website on which you place a Qualifying Link ("Third Party Site")

You will be solely responsible for the development, operation, and maintenance of your website and for all content that appears on your website. For example, you will be solely responsible for:

- The technical operation of your website and all related equipment;
- Creating and posting product descriptions on your website or a Third Party Site and linking those descriptions to our Site;
- Updating product information, content and item descriptions (including, but not limited to, product price and availability) within 24 hours of any update of such product information, content and/or item description at hacres.com or from data feed content provided;
- The accuracy, timeliness and appropriateness of content posted on your website (including, among other things, all product-related materials);
- Ensuring that materials posted on your website or a Third Party Site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), or any term of this Agreement;
- Monitoring your website content and the content of a Third Party Site to ensure your website or the Third Party Site does not publish, link to, sell or otherwise distribute Objectionable Content (as defined in Section 3);
- Removing any Licensed Materials and Trademarks from your website or a Third Party Site as soon as any Objectionable Content appears on the website
- Notifying us of any Objectionable Content that appears or appeared on your website or a Third Party Site at any time during your participation in the program, within six (6) hours of its appearance, even if you immediately removed the Objectionable Content per the requirements of this Agreement or for any other reason;
- Ensuring that content posted on your website or a Third Party Site is not libelous or otherwise illegal; and
- Notifying us of any malfunctioning of the Qualifying Links or other problems with your participation in the Program in accordance with the terms of this Agreement.
- We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation,

attorneys' fees) relating to the development, operation, maintenance, and contents of your website.

11. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Application and will end when terminated by either party. You may terminate this Agreement at any time, with or without cause, by giving us (five) 5 days prior written notice of termination. We may terminate this Agreement immediately at any time, with or without cause, by giving you written notice of termination. Upon termination, all hacres.com related content and links shall be promptly removed from your website. You are only eligible to earn Commissions on sales of Qualifying Products occurring during the term, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. In the event over payment is made by us, you agree to promptly remit such excess payment upon notification by us. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

12. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our Site. We will also make commercially reasonable efforts to notify you of such changes prior to or upon implementation. Modifications may include, for example, changes in the scope of available Commissions, Commission Schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE AND/OR SENDING YOU THE CHANGE NOTICE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

13. Relationship of 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 the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Section.

14. Indemnification

You acknowledge that by entering into and performing its obligations under this Agreement, we do 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, in addition to any other indemnification obligations contained in this Agreement, you shall protect, defend, hold harmless and indemnify us and our parent or related entities from and against any and all claims, actions, liabilities, losses, costs and expenses, even if such claims are groundless, fraudulent or false (including court costs and reasonable attorneys' fees) incurred as a result of claims of customers or other third parties against us and our affiliates, licensors, suppliers, officers, directors, employees and agents arising from or connected with any of the content or activities of your website (including without limitation any activities or aspects thereof or commerce conducted thereon) or

related business, or your misuse, unauthorized modification or unauthorized use of the services or materials provided by us hereunder.

15. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total Commissions paid or payable to you under this Agreement.

16. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors; however, we will make commercially reasonable efforts to correct errors or interruptions promptly.

17. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATIONS, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

18. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of North Carolina, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts having jurisdiction and venue in or for Cleveland County, NC and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

19. Publicity

You shall not create, publish, distribute, make or permit any public announcement of this Agreement or the relationship contemplated hereunder, (including, but not limited to, any press release, client list, screen shot, advertisement or any promotional material) without first

submitting such material to us and receiving our written approval, which we may withhold in our sole discretion.

20. Confidentiality

Except as otherwise provided in this Agreement or with our prior written consent, you agree that all information including, without limitation, the terms of this Agreement, our business and financial information, our customer lists and purchase history, and our pricing and sales information, shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than you or your affiliates. Notwithstanding the foregoing, you may deliver a copy of any such information (a) pursuant to a subpoena issued by any court or administrative agency, (b) to your accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process, upon written notification to Hacres.com.

21. Remedies to hacres.com

Violation of any of the terms or prohibitions contained in this Agreement may result in, among other things, (a) the immediate termination of this Agreement; (b) the withholding of Commissions due to you; or (c) the commencement of an action by Hacres.com against you seeking, without limitation, injunctive relief, recovery of actual, statutory or punitive damages.

We have the right in our sole and absolute discretion to monitor your website at any time and from time to time to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your website for such purpose.

Last Updated: April 12, 2012

Exhibit A - Trademark Requirements

These requirements apply to your use of hacres.com and other trademarks and service marks belonging to Hallelujah Acres, Inc. or other related entities (the "Trademarks") in content that has been approved by us.

- You may use the Trademarks only for purposes expressly authorized by us.
- You may not modify the Trademarks in any manner. For example, you may not change the proportion, color, or font of the Trademarks.
- You may not display the Trademarks in any manner that implies endorsement of your website or business by hacres.com outside of your involvement in the Program.
- You may not use the Trademarks to disparage hacres.com, its products or services, or in a manner that, in our reasonable judgment, may diminish or otherwise damage our good will in the Trademarks.
- Each Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and any other graphic or textual image. You may place the hacres.com name or logo adjacent to competitive brands,

subject to the requirements of this Agreement, including prohibitions against objectionable material and websites.

- You must use the TM symbol next to the trademarks. You must use the SM symbol next to the service marks.
- You acknowledge that all rights to the Trademarks are our exclusive property and all goodwill generated through your use of the Trademarks will inure to our benefit.
- YOU MAY NOT USE THE TRADEMARKED NAMES, HALLELUJAH ACRES, HACRES.COM, OR ANY VARIATIONS OR MISPELLINGS THEREOF, IN ANY MANNER INCLUDING KEYWORD BIDDING ON SEARCH ENGINES; YOU MAY NOT USE HALLELUJAH ACRES, HACRES.COM, OR ANY VARIATION OR MISPELLINGS THEREOF, IN METATAGS OR TO DIRECT TRAFFIC TO ANY WEBSITE OTHER THAN OUR SITE; YOU MAY NOT USE HALLELUJAH ACRES, HACRES.COM, OR ANY VARIATIONS OR MISPELLINGS THEREOF, IN HIDDEN TEXT OR SOURCE CODE ; YOU MAY NOT USE HALLELUJAH ACRES, HACRES.COM, OR ANY VARIATIONS OR MISPELLINGS THEREOF, IN YOUR DOMAIN NAME OR ANY OTHER PART OF YOUR UNIVERSAL RECORD LOCATOR.
- You may not bid on any keyword or on any Pay per Click Search Engines (PPCSEs) where such keyword is one of our Trademarks or any variation or misspelling of one of our Trademarks (see the non-exclusive list of examples set forth below in Section 15). Further, you may not bid on any word or term that is confusingly similar to any of our Trademarks standing alone. You may, however, bid on keyword strings that incorporate our Trademarks (e.g., "hacres.com", "Hallelujah Acres", "BarleyMax"); provided, however, that such permissible keyword strings must be used in a manner that directs traffic only to our Site. You may not bid on keywords strings that contain the terms "BarleyMax" or "CarrotJuiceMax".
- You may not employ any "fat finger" domains or typosquatters redirecting web traffic to your website. A typosquatter for "fat finger" domain is any domain that amounts to misspellings of any registered or unregistered Trademarks.
- You may not bid on any keyword or on any PPCSEs that is one of our competitors' trademarks (or a derivation of a competitor's trademark), or any other word or term that is likely to cause confusion regarding its affiliation with the competitor.
- Hacres.com may, in its sole discretion, terminate you or withhold payment of your Commissions for the days that we determine that you were bidding in violation of the keyword bidding requirements above.

We reserve the right in our sole discretion to modify these requirements at any time.

| Last Updated: [April 12, 2012](#)Max

Exhibit B - Networks & Sub-Affiliates

These requirements apply to your use of the Program as a Network. A "Network" is defined as any affiliate that operates one or more websites as sub-affiliates through one (1) Application to the Program.

You agree to all the terms and conditions of this Agreement, including all attached Exhibits, on behalf of all sub-affiliates operating under the Network and are responsible for any action

or inaction by such sub-affiliates. You must seek prior written approval from Hacres.com before choosing to operate as a Network. Such requests must be made in writing and sent to hacres.com, Attn: Affiliate Program Manager, 900 S. Post Rd, Shelby, NC 28152. You must provide to hacres.com a list of all sub-affiliates working within your Network within twenty-four (24) hours of any request from Hacres.com.

Any violation of this Agreement by any sub-affiliate may result in immediate termination of the entire Network from the Program.

Exhibit C - RSS Feeds

Hacres.com offers free RSS (Really Simple Syndication) feeds. You must use the RSS feeds as provided by hacres.com, and you may not edit or modify the text, content or links supplied by hacres.com. You must always have the most current RSS feed visible. You must accompany all price information with a statement on your website indicating to the user that in the event of any price difference between your website and hacres.com, the price listed on hacres.com will govern.

The RSS feeds may be used only with those platforms from which a working link is made available that, when accessed, takes the viewer directly to the display of the full product offer on hacres.com. Any display of the content of the RSS feeds must permit successful linking to, redirection to or delivery of the applicable hacres.com web page. You may not insert any intermediate page, splash page or other content between the RSS link and the applicable hacres.com web page.

Hacres.com retains all ownership and rights in the content of our RSS feeds.

Hacres.com reserves the right to discontinue providing any or all of the RSS feeds at any time and to require you to cease displaying, distributing or otherwise using any or all of the RSS feeds for any reason including, without limitation, your violation of any provision of this Agreement.

Last Updated: April 12, 2012