

**By signing up as an Associate with Reflective Educational Perspectives LLC (REP), you agree to the following Terms of Service.**

This agreement is by and between REP (whose address is 1590 E. Main St., Ventura, CA) and/or their assigns and all subscribers. Unless the context requires otherwise, REP and or their assigns shall be referred to as "us," "we," or "our," and the subscriber shall be referred to as "you," "your," or "subscriber."

You understand that REP and/or their assigns does not guarantee or predict any type of profit or response from said services. Subscriber agrees to hold REP harmless from and against any and all losses, claims expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature to which REP and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement, including, without limitation in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

1. **Services to be Provided.** We agree to pay you certain commissions as described in Exhibit A.
2. **Termination.**

We may terminate your account:

- (a) if you violate our Terms of Service Policy;
- (b) promote REP in a manner that is unethical or inappropriate; or
- (c) for any reason, our sole discretion.

You may terminate your account by notifying us in writing and removing our link from your website.

3. **No Warranties.** WE MAKE NO WARRANTIES TO YOU OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE REP PROVIDES YOU. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THIS SERVICE FOR A PARTICULAR PURPOSE. We shall not be liable for any damages suffered by you, whether indirect, special, incidental, exemplary, or consequential, including, but not limited to, loss of data or service interruptions, regardless of cause or fault. We are not responsible for your lost profits or for your loss of data or information, if notwithstanding this clause we are held liable to you.

4. **Terms.** You agree:

- (a) to use our system in a manner that is ethical and in conformity with community standards;
- (b) to respect the privacy of other users you shall not intentionally seek data or passwords from belonging to other users, nor will you modify files or represent yourself as another user unless explicitly authorized to do so by that user;
- (c) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property;
- (d) to accept commercial e-mails from us.

If we learn of a violation or likely violation of our TERMS OF SERVICE, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of the TERMS OF SERVICE, we reserve the right to terminate your account im-

mediately. Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances.

YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK E-MAIL CAMPAIGN. You may also be subject to fines and legal actions as a result of your bulk e-mail promotion.

5. **Assignment.** This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.
6. **Change of Terms and Conditions.** We reserve the right to change the terms and conditions of this agreement as needed. Use of our servers by you after said changes constitutes acceptance of those new terms and conditions. If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with Section 2.
7. **Notification of Account Changes.** You agree to provide us with such other information relating to your use of this service as we deem necessary or desirable. You agree to notify us if your address, email address, telephone number, billing information changes.
8. **Notices.** All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.
9. **Construction & Severability.** The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force.
10. **Integration.** This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. Subject to Section 9, no supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization.
11. **Choice of law.** The formation, construction, and performance of this Agreement shall be construed in accordance with the laws of California without regard to any choice of law provisions. In the event of a dispute, any mediation under this Agreement shall be held in the County of Ventura, California. The parties agree to submit the matter to mediation before instituting litigation. Any litigation under this Agreement shall be brought in the appropriate California State court sitting in the County of Ventura, California.

**Exhibit A — Products & Compensation for Web Associate**

1) The Products to which this Agreement applies are sales of “A Self-Portrait™ Online” assessment product as offered at REP’s website, [www.aselfportraitonline.com](http://www.aselfportraitonline.com), or, [www.personalsuccessprofile.com](http://www.personalsuccessprofile.com), or such other URL’s as REP may from time to time use for the offering of this product, in accord with REP’s then current terms and conditions, including REP’s price per assessment. REP reserves the right to change, from time to time and in its sole discretion, the terms and conditions under which it offers its Products. As of the date of this Agreement, the relevant terms and conditions appear at the REP website and pricing available for orders placed using Associate’s ID Code or through Associate’s Tagged Links is \$20 per assessment in quantities of less than three assessments per order or \$15 per assessment in quantities of three or more assessments per order. These prices do not include any sales, use, or other taxes as may be imposed on sales of the Products.

2) **Web Associate Compensation:** \$5.00 per assessment sold. This compensation will be paid to Associate by the 15th day of the month following any month in which the aggregate compensation due and payable to Associate, less any sums that REP refunds to Clients, equals or exceeds \$50.

3) REP will create an account for you and provide you with an identification code for specially tagged URL hyperlinks (“Tagged Links”). REP will provide the ID Code and Tagged Links to Associates for approved marketing uses. You the Web Associate are solely responsible for proper use of the ID Code and Tagged Links in your marketing materials, including proper instruction of the Client in the use of the ID Code and proper technical implementation of the Tagged Links in their websites or email. You are solely responsible for the correct technical implementation of the Tagged Link format. You will only earn referral fees from REP for sales that either refer to your ID Code or occur through your Tagged Links. REP will not be liable to you for failure by you to properly instruct your Clients on the use of your ID Code or to properly use Tagged Links, even if such failure results in the reduction of referral fees otherwise due to you under this Agreement.