

Wish Upon a Planner Affiliate Marketing Program Agreement

AFFILIATE PROGRAM AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Wish Upon a Planner
(wishuponaplanner.com owned by Ali Wigle, LLC)

Please read the terms and conditions of this affiliate program agreement carefully before you join our program or begin marketing our program.

The following is a contract between you (the “affiliate”) and us (“Wish Upon a Planner”), representing our Marketing Affiliate Program Agreement. It describes our business relationship that we will be entering upon your approval into the program. Each Affiliate is responsible for assuring that its employees, agents and contractors comply with this agreement.

Because this is a legal document, there are many legal terms. We try and keep it light and clear for you at the beginning of this agreement so you know exactly what is going on.

BY SUBMITTING THE ONLINE APPLICATION TO JOIN OUR AFFILIATE PROGRAM, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

WHAT ALL INFORMATION BELOW MEANS TO YOU

Thank you for considering our affiliate and referral program!

The affiliate and referral program has been put into place after the overwhelming (and fabulous) response of our customers organically referring our products here at Wish Upon a Planner. Because we’re huge believers in win-wins, we want to show our appreciation by setting up an affiliate/referral program with you.

This program is designed for our travel agents, bloggers, influencers, social moms, etc. Although you do not need to have a blog or digital business in place - you can still set up an account for personal referrals if you are already sending people our way.

You must agree to a few things (summary of terms):

- You must have already purchased the product you will refer to on your own and had personal success with it (aka, you need to love our product and feel like you'd recommend it regardless of making a commission). Please don't sign up for this program if you're only looking to make a quick commission. Be behind it.
- You are not allowed to share your affiliate link in any of our Wish Upon a Planner Facebook groups - this would lead to a gross and spammy effect. No one likes to feel like they're being sold to, so please don't. Our Facebook groups are for community and help in planning vacations, so no dropping any affiliate links. **If you violate this, you will be removed from the group with no warning.**
- You are allowed and encouraged to promote your affiliate link on your social media accounts, blog, websites, email lists, etc. when in compliance. You are allowed to tag us when appropriate.
- You cannot be pushy with your marketing towards our affiliate product. Everyone knows what pushy is and no one likes the slick salesman. Be mindful and don't cross this line. We get that many people think The Insider's Guide (with Line Hacks!) is life-changing as far as Disney planning goes, but sometimes people aren't interested and don't want to buy something else, and that's OK.
- Self-dealing policy: you may use your affiliate links and share with friends and family. However, you may **not** purchase any of our products for yourself (including renewals) using your own affiliate link. If you are found doing this, you will be immediately banned from the program and no longer eligible to receive any commissions or balances associated with your account.
- We are not responsible or required to give payment for any purchases you referred that were not properly tracked due to cookies or technical errors. You'll be eligible to receive any payment that was properly tracked using your affiliate links.
- You must provide your readers or people you are sharing our products with clear and accurate information about our products and services. You may not make any claims

or guarantees as far as how the product will work for them. This means you cannot say things like “we guarantee using this system that you’ll be able to ride every single ride at Disney World with no wait!”. Exaggerations lead to disappointment, aggravated people, and harm our brand and reputation and you. Speak about your personal experience with our products and how it helped you. Story-telling and sharing is great, making up gimmicky marketing stuff about our products is not.

- If you intend to promote our products via a major blog post, video, Instagram Story, etc. and are not sure if your content is appropriate, we are happy to review and approve first. Send these requests to ali@wishuponaplanner.com with a subject of “Affiliate Approval Request”. We are here to help you in any way!
- You cannot create or post any coupons, discounts, refunds, or credits that associate with our product.
- [Make sure you’re complying with affiliate laws and the necessary disclaimers, specifically the FTC government ones.](#) We are not responsible for your actions.
- We reserve the right to terminate and ban anyone from our affiliate program at any time, for any reason.

The Insider's Guide (with Line Hacks!) is a pending registered trademark and you may not alter our name, or anything that could negatively impact our brand and reputation. Specific font, color, logo, or name modifications to any of our associated names, images, or any other creative material found on our website is prohibited.

DEFINITIONS

As used in these terms and conditions: (i) “We”, “us”, or “our” refers to Ali Wigle, LLC DBA Wish Upon a Planner LLC and our website; (ii) “you” or “your” refers to the Affiliate; (iii) “our website” refers to the Ali Wigle, LLC DBA Wish Upon a Planner website located at [www.AliWigle, LLC DBA Wish Upon a Planner.com](http://www.AliWigle,LLCDBAWishUponaPlanner.com); (iv) “your website” refers to any websites that you will link to our website; (v) “Program” refers to the Ali Wigle, LLC DBA Wish Upon a Planner Affiliate Program.

AFFILIATE OBLIGATIONS

ENROLLMENT

To begin the enrollment process, you will complete and submit the online application. After receiving your application, we will review your website or social media accounts and notify you of your acceptance or rejection into our Program. Please allow up to 72 business hours for your application to be reviewed. We reserve the right to reject any application for any reason, however we encourage you to contact us if you feel we have made an incorrect decision. Including any of the websites or social media accounts that you use in your profile will help us make a better decision.

WEBSITE RESTRICTIONS

Your participating website(s) or social media accounts may not:

1. Infringe on our or any anyone else's intellectual property, publicity, privacy or other rights.
2. Violate any law, rule or regulation.
3. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.
4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
5. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions and add-ons.

LINKING TO OUR WEBSITE

Upon acceptance into the Program, links will be made available to you through the interface. You will be able to review the Program's details, download HTML code that provides for links to web pages within our website and creatives, browse and get tracking codes for any eligible coupons and deals.

Your acceptance in our program means you agree to and abide by the following:

1. You will only use linking code we provide you for each banner, text link, or other affiliate link obtained from the affiliate interface without manipulation.
2. We reserve the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.
3. All domains that use your affiliate link must be listed in your affiliate profile.

4. Your Website will not in any way copy, resemble, or mirror the look and feel of our websites. You will also not use any means to create the impression that your website is our websites or any part of our websites including, without limitation, framing of our website in any manner.

5. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring url information (i.e. the page from where the click is originating).

6. Using redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain (also known as cloaking) is prohibited. If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using "out" redirects from the same domain where the affiliate link is placed.

7. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

8. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

9. You will not, in connection with this Agreement, display or reference on your site, any trademark or logo of any third party seller appearing on our website unless you have an independent license for the display of such trademark or logo; use any data, images, text, or other information obtained by you from us or our website in connection with this Agreement only in a lawful manner and only in accordance with the terms of this Agreement.

10. We grant you a limited, nonexclusive, non-transferable, revocable right to use the graphic image and text solely for the purpose of you participating in the Program. You may not modify the graphic image or text in any way. All of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights are reserved. Should we decide to revoke your license, we will give you notice.

11. You acknowledge our ownership of our licensed materials, agree that you will not do anything inconsistent with our ownership and that all of your use of the licensed materials will inure to the benefit of, and on behalf of, the Program and, if requested, agree to assist us in recording this Agreement with appropriate government authorities. You agree that nothing in this Agreement gives you any right, title or interest in the licensed materials other than the right to use the licensed materials in accordance with this Agreement. You also agree that you will not attack our title to the licensed materials or the validity of the Licensed Materials or this Agreement.

PPC GUIDELINES

1. You may not bid on any of our trademarked terms (which are identified below), including any variations or misspellings thereof for search or content-based campaigns on Google, Bing, MSN, Yahoo, Facebook or any other network unless given written permission first from us.
2. You may not use our trademarked terms, including any variations or misspellings as per #1 above, in sequence with any other keyword (including, but not limited to 'Ali Wigle, LLC DBA Wish Upon a Planner Coupons', 'The Insider's Guide (with Line Hacks!)', 'Vacation Planning Blueprints', 'Ali Wigle, LLC DBA Wish Upon a Planner Discount Codes', 'Ali Wigle, LLC DBA Wish Upon a Planner Promo', etc).
3. You may not use our trademarked terms in your ad title, ad copy, display name or as the display url without approval.
4. You may not direct link to our website from any Pay Per Click or social media ad or use redirects that yield the same result. Customers must be directed to an actual page on your website.
5. You may not bid in any manner appearing higher than us for any search term in position 1-5 in any auction style pay-per-click advertising program.
6. If you automate your ad campaigns, it is your responsibility to exclude our trademarked terms from your program and we strongly suggest you add our trademarked terms as negative keywords. We have a strict no tolerance policy on PPC trademark bidding. If discovered brand bidding on PPC or social media campaigns, you will be sent an email asking to remove the ads in question within 24 hours. If the ads are not removed within 24 hours you will be removed from the program permanently and all commissions associated with the violations will be reversed.

TRADEMARKED TERMS

The following list of pending trademarked terms should not be treated as an exhaustive list (but as a list of some of the prohibited terms):

Ali Wigle, LLC DBA Wish Upon a Planner, The Insider's Guide (with Line Hacks!)

COUPON GUIDELINES

If you are enrolled in our program and your website promotes coupon codes, you must adhere to our coupon guidelines as follows:

1. You may ONLY advertise coupon codes that are provided to you through the affiliate program.
2. Posting any information about how to work around the requirements of a coupon/promotion (i.e. first-time customers only) will result in removal from the program.

3. Coupons must be displayed in their entirety with the full offer, valid expiration date and code.
4. You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).
5. You may NOT advertise coupon codes obtained from our non-affiliate advertising, customer e-mails, paid search, or any other campaign.
6. You may NOT give the appearance that any ongoing offer requires clicking from your website in order to redeem.
7. Additionally, if your website ranks on the first page of any search engine for terms related to our website or company name(s) combined with the words coupon, coupons, coupon code, promo code, etc. and/or your conversion rate exceeds 25%, you may be offered a lower commission than our standard rate to offset the reduced profitability of orders.

COUPON ATTRIBUTION & AUTHENTICATION

Affiliates whose primary business is posting coupons, who are viewed by the program as being a coupon site, and/or who are tagged as a coupon affiliate in our system, may not be paid commissions for sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available to the affiliate channel in general, through newsletters or the respective section in your affiliate interface, and directly or privately to affiliates. Coupon codes that are not real, expired, not specific (i.e. 'up to 40% off sale items') or are long-term, sitewide offers that do not require a code may not be considered valid codes and the affiliate will not be given commission on these orders.

SUB-AFFILIATE NETWORKS

Promoting us through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting the Program adhere to our terms and conditions. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click or social media campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the Program.

Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of commission from sales made through any sub-affiliate that does not comply with our terms.

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or sub-domain for your website is strictly prohibited.

OK

www.website.com/wishuponaplannerprogram (or reasonable variations)

www.website.com/LineHacks (or reasonable variations)

www.website.com/blueprints

Not OK

wishuponaplanner.website.com

linehacks.website.com

Wishuponaplanner-coupons.com

Linehacks-coupons.com

Affiliate - wishuponaplanner or The Insider's Guide (with Line Hacks!).com

ADVERTISING & PUBLICITY

You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our program via e-mail campaigns, you must adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of us.
3. E-mails must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

SOCIAL MEDIA

Promotion on Facebook, Twitter, Instagram, YouTube and other social media platforms is permitted following these general guidelines:

1. You ARE allowed to promote offers to your own social media accounts, email lists, websites, etc.; more specifically, you're welcome to use your affiliate links on your own Facebook, Twitter, etc. pages. For example, You may post, 'Ali at The Insider's Guide (with Line Hacks!) just put out new material in The Insider's Guide (with Line Hacks!), check it out!"

2. You ARE PROHIBITED from posting your affiliate links on **our** Facebook pages, groups,, Pinterest, etc. accounts or company pages in an attempt to turn those links into affiliate sales.

3. You ARE PROHIBITED from running Facebook ads with our trademarked company name.

4. You ARE PROHIBITED from creating a social media account that includes our trademarks in the page name and/or username.

OPERATIONS OUTSIDE UNITED STATES

If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive, as well as the General Data Protection Regulation (GDPR), if you are conducting business in or taking orders from persons in one or more of the European Union countries.

FTC DISCLOSURE REQUIREMENTS

You shall include a disclosure statement within any and all pages, blog/posts, or social media posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure.

* Disclosures must be made as close as possible to the claims.

* Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g. Disclosure should be visible before the jump).

* Pop-up disclosures are prohibited.

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> ; and the FTC's Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>

Ali Wigle, LLC DBA Wish Upon a Planner RIGHTS AND OBLIGATIONS

We have the right to monitor your site at any time to determine if you are following the terms and conditions of this agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the program.

We reserve the right to terminate this agreement and your participation in the program immediately and without notice to you should you commit fraud in your use of the program or should you abuse this program in any way. If such fraud or abuse is detected, we shall not be liable to you for any commissions for such fraudulent sales.

This agreement will begin upon our acceptance of your affiliate application, and will continue unless terminated hereunder.

TERMINATION

1. Either you or we may end this Agreement AT ANY TIME, with or without cause, by utilizing the respective functionality of the affiliate platform. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.
2. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our website, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.
3. You are eligible to earn commissions only on sales of qualifying products that occur during the term, and commissions earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

MODIFICATION

We may modify any of the terms and conditions in this agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and the program rules. If any modification is unacceptable to you, your only option is to end this agreement. Your continued participation in the Program following the posting of the change notice or new agreement on our site will indicate your agreement to the changes.

OUR CUSTOMERS

Customers who buy products through this program are our customers. All of our standard policies and operating procedures will apply to these customers. We may change our policies

and operating procedures at any time. Product prices and availability may vary from time to time.

ORDER PROCESSING

1. Only items that were purchased by customers who use the Program Affiliate Link from your site to our website are considered 'direct sales'. Direct sales placed through the Program Affiliate Link on your site are reduced by items that are not shipped, cancelled by customers, returned, charged back or refunded at a later date.
2. We reserve the right to exclude items ordered by you (using the Program Affiliate Link which would otherwise qualify for direct sales) and to not pay commissions for them, if we deem it necessary, in our sole discretion, to prevent abuse of the Program, or to reject orders that do not comply with any requirements that we periodically may establish.
3. We will be responsible for processing orders and will handle all customer service issues. We will track sales by customers who purchase products by using the Program Affiliate Link from your site to our website. A statement of activity is available to you through your affiliate interface.

PAYMENTS

You have the right to get paid for any qualifying actions that you send our way given that you are complying with all rules and guidelines listed above. There is a minimum payment of \$10 and you may collect your affiliate payments at anytime via PayPal in your affiliate account.

We use a pay-per-sale method. This means that you receive a portion of each complete purchase of a product made through affiliate link. Per our 30 day money-back guarantee policy, our affiliates will not be paid out or potentially see a commission in their account until after the 30-day period has cleared.

Below is our affiliate commission rates:

All products listed below are eligible for a 25% rate:

The Insider's Guide (with Line Hacks!)
The Insider's Guide (with Line Hacks!) and All Access Blueprint Bundle

**due to being sold on a separate platform, our Blueprints that are purchased individually without purchase of the Insider's Guide are currently not eligible for a commission. We're working on it!*

Parent Affiliate offering

Our affiliate program is unique and exciting in that it also offers a parent affiliate program. This means that not only will you get paid for referrals through your links (25%), but if you refer another person to sign up as an affiliate, you will then get a share of every sale they make (5%).

Example: Susie mom blogger is an affiliate for our program. She then refers Linda travel influencer and Linda becomes an affiliate for our program as well. Susie will continue to make 25% for every purchase through her links. Linda will make 25% for every purchase through her links. But Susie will also now make 5% for every purchase through Linda's links. Yipee!

ACCESS TO AFFILIATE ACCOUNT INTERFACE

You will create a password so that you may enter your secure affiliate account interface. From their site you will be able to receive your reports that will describe our calculation of the commissions due to you.

TRANSACTION LOCK DATES

All sales will remain in a 'sales pending period' and will not lock until the terms set forth within the locking period parameters of our Program. All locked payments will be processed by us after the lock date.

REVERSAL & COMMUNICATION POLICY

We take pride in our low reversal rate, which we attribute to open communication with our affiliates. However, we reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions.

Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy.

1. You are not forthcoming, intentionally vague or are found to be lying.
2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.
3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.

4. If any of the above apply, then we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period or orders in question or terminate you from the program altogether. We know that many violations are a result of automated processes; however, it is incumbent upon each affiliate to ensure that it has the appropriate checks and balances in place to pro-actively address these issues and adhere to our program rules.

GRANT OF LICENSES

1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose.

2. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Program. You agree that all uses of the Licensed Materials will be on behalf of the Program and the good will associated therewith will inure to the sole benefit of us.

3. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

4. Except for the limited license granted under this section, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to our Affiliate Link, link formats, technical specifications, guidelines or graphical artwork referenced above, or with respect to our domain name.

REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

DISCLAIMER

Ali Wigle, LLC DBA Wish Upon a Planner MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING OUR PROGRAM, SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF OUR ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. 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.

LIMITATIONS OF LIABILITY

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL Ali Wigle, LLC DBA Wish Upon a Planner'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

INDEMNIFICATION

You hereby agree to indemnify and hold harmless Ali Wigle, LLC DBA Wish Upon a Planner, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

CONFIDENTIALITY

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

MISCELLANEOUS

1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us. 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 Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.
2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of New York without regard to the conflicts of laws and principles thereof.
4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.
8. 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.

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 ADMIT OTHERS INTO THE PROGRAM ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

